TCS/SE-21/2014-15

March 27, 2015

National Stock Exchange of India Limited
Exchange Plaza, Bandra Kurla Complex,
Mumbai
Fax No. 2659 8237 / 38
Kind Attn: Manager, Listing Department

BSE Limited
P. J. Towers, Dalal Street,
Mumbai
Fax No. 2272 2037 / 3121
Kind Attn: General Manager
Department of Corporate Services
Scrip Code No. 532540 (BSE)

Dear Sirs,

Sub: Notice of Court Convened Meeting of the Equity Shareholders of the Company

We are forwarding herewith 3 copies of the Notice of Court Convened Meeting of the Equity Shareholders of our Company. The Notice is also being mailed to all the Equity Shareholders of the Company.

The meeting of the Equity Shareholders of the Company will be held on Tuesday, April 28, 2015 at 10.00 am. at Birla Matushri Sabhagar, 19, Sir Vithaldas Thackersey Marg, New Marine Lines, Mumbai 400 020.

Kindly acknowledge receipt.

Thanking you,

Yours faithfully,
For **Tata Consultancy Services Limited**

Suprakash Mukhopadhyay
Vice President and Company Secretary

Encl: As above

TATA CONSULTANCY SERVICES LIMITED

CIN: L22210MH1995PLC084781
Regd. Office: 9th Floor, Nirmal Building, Nariman Point, Mumbai 400021
Tel: 91 22 6778 9595 Fax: 91 22 6778 9660
E-mail: investor.relations@tcs.com, Website: www.tcs.com

COURT CONVENED MEETING OF THE EQUITY SHAREHOLDERS

Day : Tuesday

Date : April 28, 2015

Time : 10:00 a.m.

Venue : Birla Matushri Sabhagar, 19, Sir Vithaldas Thackersey Marg, New Marine Lines, Mumbai 400 020

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SUMMONS FOR DIRECTION NO. 194 OF 2015

In the matter of:
Sections 391 to 394 of the Companies Act, 1956;
And
In the matter of:
Scheme of Amalgamation of CMC Limited ("Transferor Company")
With
Tata Consultancy Services Limited ("Transferee Company" or "Applicant Company")
And
their respective shareholders.

Tata Consultancy Services Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021, Maharashtra.

…...APPLICANT COMPANY

NOTICE CONVENING THE MEETING OF THE EQUITY SHAREHOLDERS OF THE APPLICANT COMPANY

To,

The Equity Shareholders of Tata Consultancy Services Limited ("TCS" or "Applicant Company"):

TAKE NOTICE that by an Order made on March 13, 2015, in the abovementioned Company Summons for Direction, the Hon'ble High Court of Judicature at Bombay has directed that a meeting of the Equity Shareholders of the Applicant Company, be convened and held at Birla Matushri Sabhagar, 19, Sir Vithaldas Thackersey Marg, New Marine Lines, Mumbai 400 020 on Tuesday, April 28, 2015 at 10:00 a.m., to transact the following Special Business:

To consider and, if thought fit, approve with or without modification(s), the following Resolution under Sections 391 to 394 of the Companies Act, 1956 for approval of the proposed amalgamation embodied in the Scheme of Amalgamation between CMC Limited and Tata Consultancy Services Limited and their respective shareholders **("Scheme")**:

"RESOLVED THAT *pursuant to the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Companies Act, 1956 and subject to the approval of the Hon'ble High Court of Judicature at Bombay and Hon'ble High Court at Hyderabad for the State of Telangana and Andhra Pradesh, and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by the Hon'ble High Court of Judicature at Bombay and Hon'ble High Court at Hyderabad for the State of Telangana and Andhra Pradesh or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors (hereinafter referred to as the "Board", which term shall be deemed to mean and include one or more Committee(s) constituted/to be constituted by the Board to exercise its powers including the powers conferred by this Resolution), the proposed amalgamation embodied in the Scheme of Amalgamation of CMC Limited with Tata Consultancy Services Limited and their respective shareholders ("Scheme") placed before this meeting and initialed by the Chairman of the meeting for the purpose of identification, be and is hereby approved.*

RESOLVED FURTHER THAT *the Board be and is hereby authorized to do all such acts, deeds, matters and things, as may be considered requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangements embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the Hon'ble High Court of Judicature at Bombay and Hon'ble High Court at Hyderabad for the State of Telangana and Andhra Pradesh while sanctioning the amalgamation embodied in 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 giving effect to the Scheme, as the Board may deem fit and proper."*

TAKE FURTHER NOTICE that in pursuance of the said Order and as directed therein, a meeting of the Equity Shareholders of the Applicant Company, will be held at **Birla Matushri Sabhagar, 19, Sir Vithaldas Thackersey Marg, New Marine Lines, Mumbai 400 020 on Tuesday, April 28, 2015 at 10:00 a.m.,** 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 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021 not later than 48 hours before the time of the aforesaid meeting.

The Hon'ble High Court has appointed Mr. Cyrus Mistry, Chairman of the Applicant Company, failing him, Mr. N. Chandrasekaran, Chief Executive Officer and Managing Director of the Applicant Company, failing him, Mr. Ishaat Hussain, Director of the Applicant Company to be the Chairman of the said meeting.

A copy of the Scheme, the Explanatory Statement under Section 393 of the Companies Act, 1956 Form of Proxy, Attendance Slip and Ballot Form are enclosed.

Sd/-
Cyrus Mistry
Chairman appointed for the meeting

Place: Mumbai
Date : March 23, 2015
CIN : L22210MH1995PLC084781

Registered office:
9th Floor, Nirmal Building
Nariman Point, Mumbai 400 021
Tel: 91 22 6778 9595 Fax: 91 22 6778 9660
E-mail: investor.relations@tcs.com, Website: www.tcs.com

Notes:

1. All alterations made in the Form of Proxy should be initialed.
2. Only registered Equity Shareholders of the Applicant Company may attend and vote (either in person or by proxy or by Authorised Representative under Sections 112 and 113 of the Companies Act, 2013) at the Equity Shareholders' meeting. The Authorised Representative of a body corporate which is a registered Equity Shareholder of the Applicant Company may attend and vote at the Equity Shareholders' meeting provided a certified true copy of the resolution of the Board of Directors under Section 113 of the Companies Act, 2013 or other governing body of the body corporate authorizing such representative to attend and vote at the Equity Shareholders' meeting is deposited at the Registered Office of the Applicant Company not later than 48 hours before the meeting.
3. Foreign Institutional Investors (FIIs) who are registered Equity Shareholder(s) of the Applicant Company would be required to deposit certified copies of Custodial resolutions/Power of Attorney, as the case may be, authorizing the individuals named therein, to attend and vote at the meeting on its behalf. These documents must be deposited at the Registered Office of the Applicant Company not later than 48 hours before the meeting.
4. **The proxy need not be a member of the Applicant Company.**
5. In compliance with Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014 as amended from time to time and Clause 35B of the Listing Agreement, the Applicant Company has provided the facility to the Members to exercise their votes on resolution through e-voting facility arranged by National Securities Depository Limited (NSDL) and the business contained in the notice may be transacted through such voting. In order to enable its Members, who do not have acces to e-voting facility to send their assent or dissent in writing in respect of the resolution as set out in this Notice, the Company is enclosing a Ballot Form along with the Notice. Instructions for Ballot Form are given at the back of the said form and instructions for e-voting are given at Note No. 10 annexed to this Notice. Resolution passed by Members through Ballot Forms or e-voting is deemed to have been passed as if they have been passed at a General Meeting of the Members.
6. The facility for voting, either through electronic voting system or ballot or polling paper shall also be made available at the meeting and members attending the meeting who have not already cast their vote by remote e-voting or by ballot form shall be able to exercise their right at the meeting.
7. The members who have cast their vote by remote e-voting or by ballot form prior to the meeting may aslo attend the meeting but shall not be entitled to cast their vote again.
8. Members can opt for only one mode of voting, i.e., either by Ballot Form or e-voting. In case members cast their votes through both the modes, voting done by e-voting shall prevail and votes cast through Ballot Form shall be treated as invalid.
9. In case a member is desirous of obtaining a duplicate Ballot Form, he may send an e-mail to investor.relations@tcs.com by mentioning their Folio/DP ID and Client ID No. However, the duly completed Ballot Form should reach the Company at 11th Floor, Air India Building, Nariman Point, Mumbai - 400 021 not later than April 27, 2015 (5.00 p.m. IST). Ballot Form received after this date will be treated as invalid.
10. **Instructions for e-voting are as under:**

    (i) Initial password is provided in the enclosed ballot form: EVEN (E-Voting Event Number) + USER ID and PASSWORD

(ii) Open the internet browser and type 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 for casting your vote.

(v) If you are logging in for the first time, please enter the user ID and password as initial password for casting your vote.

(vi) The Password Change Menu will appear on your screen. Change to a new Password of your choice, making sure that it contains a minimum of 8 digits or characters or a combination of both. Please take utmost care to keep your password confidential.

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

(viii) Select "EVEN" (E-Voting Event Number) of Tata Consultancy Services Limited which is 100215. 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) Upon confirmation, the message "Vote cast successfully" will be displayed.

(xi) Once the vote on the resolution is cast by the shareholder, he shall not be allowed to change it subsequently.

(xii) 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 to tcs.scrutinizer@gmail.com, with a copy marked to evoting@nsdl.co.in.

(xiii) In case of any queries, you may refer the Frequently Asked Questions (FAQs) and e-voting user manual for Shareholders available at the Downloads section of www.evoting.nsdl.com or call on toll free no: 1800-222-990.

Other Instructions

a. The e-voting period commences on Saturday, April 25, 2015 (9.00 a.m. IST) and ends on Monday, April 27, 2015 (5.00 p.m. IST). During this period, Members of the Company, holding shares either in physical form or in dematerialized form, as on April 21, 2015, may cast their vote electronically. The e-voting module shall be disabled by NSDL for voting thereafter. Once the vote on a resolution is cast by the Member, he shall not be allowed to change it subsequently or cast vote again.

b. The voting rights of members shall be in proportion to their shares in the paid up equity share capital of the Company as on April 21, 2015. 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 at the meeting through ballot paper.

c. 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 i.e. April 21, 2015, may obtain the login ID and password by sending a request at evoting@nsdl.co.in. However, if you are already registered with NSDL for remote e-voting then you can use your existing user ID and password for casting your vote. If you forgot your password, you can reset your password by using "Forgot User Details/ Password" option available on www.evoting.nsdl.com.

d. Mr. P. N. Parikh of M/s Parikh & Associates, Practicing Company Secretaries (Membership No. FCS 327), has been appointed as the Scrutinizer to scrutinize the voting and remote e-voting process (including the Ballot Forms received from the Members who do not have access to the e-voting process) in a fair and transparent manner.

e. The Scrutinizer shall, immediately after the conclusion of voting at the general 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 three 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 or a person authorised by him in writing who shall countersign the same.

f. The results declared along with the Scrutinizer's Report shall be placed on the Company's website www.tcs.com and on the website of NSDL www.evoting.nsdl.com within two days of the passing of the resolution at the CCM on April 28, 2015 and communicated to the Court, BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE"), where the shares of the Company are listed.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SUMMONS FOR DIRECTION NO. 194 OF 2015

In the matter of:
Sections 391 to 394 of the Companies Act, 1956;
And
In the matter of:
Scheme of Amalgamation of CMC Limited ("Transferor Company")
With
Tata Consultancy Services Limited ("Transferee Company" or "Applicant Company")
And
their respective shareholders.

Tata Consultancy Services Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021, Maharashtra.

…...APPLICANT COMPANY

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956 TO THE NOTICE OF THE COURT CONVENED MEETING OF THE EQUITY SHAREHOLDERS OF TCS LIMITED

1. This is a statement accompanying the Notice convening the meeting of the Equity Shareholders of the Applicant Company, pursuant to an Order dated March 13, 2015 passed by the Hon'ble High Court of Judicature at Bombay in the Company Summons for Direction referred to hereinabove, to be held at Birla Matushri Sabhagar, 19, Sir Vithaldas Thackersey Marg, New Marine Lines, Mumbai 400 020 on Tuesday, April 28, 2015 at 10:00 a.m., for the purpose of considering and, if thought fit, approving with or without modification(s), the amalgamation embodied in the Scheme of Amalgamation of CMC Limited **("CMC")** with Tata Consultancy Services Limited **("TCS"** or **"Applicant Company"** or **"Transferee Company")** and their respective shareholders **("Scheme").** The other definitions contained in the Scheme shall also apply to this Explanatory Statement.

2. A copy of the Scheme setting out in detail terms and conditions of the amalgamation, inter alia, providing for amalgamation of CMC with TCS; which has been duly approved by the Board of Directors of the Applicant Company at its meeting held on October 16, 2014, is attached to this Explanatory Statement.

3. BACKGROUND OF THE COMPANIES:

3.1 **Tata Consultancy Services Limited**

a) TCS was originally incorporated on January 19, 1995 under the provisions of the Companies Act, 1956 under the name of "RR Donnelly (India) Private Limited". Thereafter, the name "RR Donnelly (India) Private Limited" was changed to "Orchid Print India Limited" on March 19, 2001. On December 17, 2002, the name "Orchid Print India Limited" was changed to "Tata Consultancy Services Limited".

b) The registered office of TCS is situated at 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021.

c) The share capital of TCS as on December 31, 2014 was as under:

Particulars	**Amount (₹)**
Authorized Share Capital	
4,200,500,000 equity shares of ₹ 1 each	4,200,500,000
1,050,250,000 preference shares of ₹ 1 each	1,050,250,000
Total	**5,250,750,000**
Issued, Subscribed and Paid up Share Capital	
1,958,727,979 equity shares of ₹ 1 each fully paid up	1,958,727,979
Total	**1,958,727,979**

There has been no change in the issued, subscribed and paid up share capital of TCS.

d) The equity shares of TCS are listed on BSE Limited and National Stock Exchange of India Limited.

e) The main objects of TCS as set out in its Memorandum of Association are as under:

i. To advise, provide consultancy services, develop and implement products for customers on all matters regarding implementation of computer software and hardware systems, management of data processing and, information systems and data communication systems whether in India/abroad.

ii. *To design, develop, manufacture, assemble, buy, sell, distribute, import, export, alter, remodel, lease, install, repair, service, provide consulting and otherwise to deal in all classes and types of telecommunication, computing and related apparatus, instruments, machinery, fixtures, devices, and contrivances and parts thereof including, but not limited to telecommunications electronic test and measurement equipment analytical equipment, data processing equipment, electronic calculators, equipment services, electrical and electronic components of every description and minicomputer and micro computer products, mainframe and super computers, computer networking products and services, computer software, firmware and programmers, electronic and mechanical computer and their peripherals of every kind, equipment and terminals and workstations (including intelligent terminals), speech and other signal processing equipment and services, test equipment and parts, assemblies and sub assemblies related to all of the above used in connection therewith, and to deal in all other machines, machinery, appliances apparatus devices, materials, substances, articles or things of a character similar or analogous to the foregoing or any of them or connected therewith.*

iii. *To design, develop, improve, manufacture market, distribute, sell, license, lease, install, alter, import, export, or otherwise deal in or with all software, hardware and programs of any and all kinds and description, including, but not limited to those used in, for or in connection with electronic data processing equipment, products and services including computers and micro processor based systems, mini and microcomputers based products, switches mainframe and super computers and telecommunications peripheral equipment and terminals including intelligent terminals speech or signal processing equipment, test equipment, office and factory automation equipment.*

iv. *To provide software, hardware or programmes consultancy, information processing and business advisory services related to the preparation and maintenance of the accounting, statistical, scientific or mathematical information and reports data processing, preparing, collection and data of every kind and description, systems or aiding commerce, industry, scientific and research problems and for all other related businesses whether in India/ abroad.*

v. *To undertake all activities relating to software development for any industry, business, application, product, device, computer, microprocessor, including design and implementation of hardware and software for all such services whether in India/abroad.*

vi. *To carry on the business of development, marketing, import, export, maintenance and service of all kinds of manufactured goods and products for all kinds of business including manufacturers and dealers in modem and accessories, hardware and accessories of every description for use in providing Internet, Intranets, Private Telecommunication Networks, or by any other means, E-mail service, facsimile service, education and training services, web sites, electronic market places, integral service digital networks, video conferencing, including renting, maintaining, repairing and, for the purpose, to set up plants, purchase, import or otherwise acquire the same and to run, maintain all such plants, machinery and to undertake all activities, directly or indirectly related to electronic commerce right from conception to transition, training, implementation, and modification and services related to Electronic-Commerce business, including developing content-based programs to exploit the Internet, Intranets and Private Telecommunication Networks or any other means for serving the cause of companies, groups of companies, industries, service organizations and government and quasi-government undertakings whether in India/abroad.*

vii. *To initiate, undertake, carry on, engage in, promote, assist encourage, finance and conduct scientific and technical research, developments, experiments, investigations, inquiries, studies, projects, analysis, examinations, surveys and test of all kinds including, but not limited to those related to telecommunications, computers, electronic data processing equipment, software, hardware and programmers of all kinds and description and any equipment, parts, components, assemblies or sub assemblies thereof whether in India/ abroad.*

f) TCS presently is, inter alia, engaged in the business of provision of information technology and information technology enabled services.

3.2 **CMC Limited**

a) CMC Limited is a public limited company, incorporated on December 26, 1975 under the provisions of the Companies Act, 1956 in the name of "Computer Maintenance Corporation Private Limited". Effective August 27, 1984, the name of "Computer Maintenance Corporation Private Limited" was changed to its present name, "CMC Limited".

b) The registered office of CMC is situated at CMC Centre, Old Mumbai Highway, Gachibowli, Hyderabad-500032, Telangana, India.

c) The share capital of CMC as on December 31, 2014 was as under:

Particulars	**Amount (₹)**
Authorized Capital	
35,000,000 Equity Shares of ₹ 10 each	350,000,000
Total	**350,000,000**
Issued, Subscribed and Paid-up Capital	
30,300,000 Equity Shares of ₹ 10 each fully paid up	303,000,000
Total	**303,000,000**

There has been no change in the issued, subscribed and paid up share capital of CMC.

d) The equity shares of CMC are listed on BSE Limited, National Stock Exchange of India Limited and Calcutta Stock Exchange Limited.

e) The main objects of CMC as set out in its Memorandum of Association are as under:

i. To plan, coordinate and implement the national effort on computer repair and maintenance (henceforth called maintenance) and gearing up of indigenous capabilities to ensure a high degree of availability of Computers, Information Processing Machinery and related equipment of optimum efficiency.

ii. To carry-out maintenance of total on-line and off-line systems including maintenance of subsystems peripheral to computer systems like-control equipment, digital and analog instrumentation, digital and analog equipment, peripherals, data communications equipment, data preparation equipment, interfaces etc., in the field of Electronic Data Processing.

iii. To develop an infrastructure for improved maintainability of computers and maintenance management.

iv. To acquire and take over any units/establishments, bodies corporate, proprietorship firms, partnership firms, together with all their rights, assets and liabilities.

v. To repair, alter, remodel, clean, renovate, convert, manipulate and prepare for resale and resell any goods from time to time belonging to the Company.

vi. To undertake the processing, conversion, fabrication, manufacture and production of electronic and allied goods.

vii. To process procurement, holding and management of computer and allied equipment, maintenance spares, assemblies and materials.

viii. To carry-out research and development on software, test instruments and associated equipment relevant to maintainability of Computers.

ix. Development of in-depth maintenance scheduled for Electronic Data Processing equipments in use.

x. To conduct training on all aspects of computer and allied equipment maintenance and coordinating the training facilities already available in the national laboratories and educational institutions so as to achieve optimum availability of computers and to keep abreast with the state of the art.

xi. To locate appropriate know-how for production and/or for development of Electronic Data Processing items, plant and equipment and obtain the same from India/abroad.

xii. To sell know-how of Electronic Data Processing to organizations in India or in other countries and also to arrange or set up production or development units in India or on other countries as collaboration Ventures

xiii. To manufacture, buy, sell, exchange, install, work, alter, improve, operate and handle skillfully, prepare for market, import or export, and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, substances, materials and things necessary or convenient for carrying on any of the business which the Company is authorized to carry on or usually dealt in by persons engaged in such business.

xiv. To render consultancy services on hardware selection, installation, maintenance and other allied activities for computer systems to users and manufacturers on as required or turnkey basis.

xv. To plan and system-engineer data-communications and terminal equipment and any other related requirements.

xvi. To maintain continuing technical and commercial contact with organisations both in India and abroad so as to identify/locate/modify/standardise etc., components, materials and equipment relating to computer maintenance.

xvii. To provide support on systems applications and diagnostic software development.

xviii. To promote, wherever necessary, joint production ventures in Electronic Data Processing field with suitable parties abroad, either for increasing internal production or for exports.

xix. Deleted

xx. To maintain full and update information regarding technological and other developments and production in the Electronic Data processing field abroad and to disseminate information on aspects related to maintenance to various agencies in the Country.

xxi. To carry on in INDIA and elsewhere all kinds of Electronic Data Processing business relating to research, development, production, assembly, repairing, converting, overhauling, maintaining, rendering services of all kinds and description, buying, selling, importing, exporting, exchanging, altering, hiring, letting on hire, improving, repairing, training and dealing in instruments, sub-systems, sub-assemblies, components and materials.

xxii. To promote, develop, organize, set-up, maintain, coordinate, support, assist, run, carry-out, take/give licence, operate and establish either on its own or through various agencies, centres and facilities, both in India and abroad, providing education and training in all aspects of information technology, computers, data processing machines, networking, computer and allied equipment maintenance and all such other aspects of electronic data processing, etc.

xxiii. To promote, develop, assist, support, enter into contracts, agreements, arrangements, business deals, maintain, provide consultancy services, fabricate, manufacture and produce, install and establish, carry-out, acquire, purchase, hire, let-out, run and operate, both in India and abroad, for the Company and other customers and clients, various facilities for and carry-out analysis, design, development, integration, enhancement, modification, testing and maintenance etc., in the entire field of computer software/hardware and systems.

xxiv. To promote, install, set-up, construct, acquire, purchase, hire, let-out, maintain, run, manufacture, operate and establish in India and/or elsewhere, either on its own or through joint ventures, LAN/WAN, Network machinery and equipment dealing with receipt, storage and transfer of multimedia, like data, graphics, audio and video, establish Internet and data center facilities, services and applications and operate, hire, set-up, construct, acquire, maintain, run, take and give licence to provide, receive, install, obtain, establish and act as Internet Service Provider, provide network security solutions, extranet application service and promote, operate, establish, let-out, hire, set-up and install and maintain various services, machinery and equipment etc., for providing facilities for electronic commerce/electronic governance and electronic data/ document transfer and carry-out all such related activities and services that may be necessary, ancillary and incidental thereto and/or can conveniently be carried-out.

xxv. To carry on the business of providing all kinds of Business Process Outsourcing services, including Knowledge Process Outsourcing, Legal Process Outsourcing or any kind of outsourcing business or services which may be identified from time to time, IT enabled services, Call Center Services including inbound or outbound services.

xxvi. To carry on the business as developers, designers, manufacturers, assemblers, repairers, services, researchers, maintenance engineers, buyers, sellers, publishers, importers, exporters, agent, licensors, hirers, consultants, advisors and dealers in all types of information technology (IT), IT enabled services, telecommunications, satellite, research and development, consultations, publication, education and training in IT products and related services, turnkey convergent technologies, internet and internet related activities including Internet Services Providers (ISP), internet strategies and consulting related software development either as products or on turnkey basis, e-Commerce, application including e-Commerce application and including in particular, developing and providing e-Commerce platforms, developing dynamic database driven electronic commerce sites and systems for sales, financial and customer services and products over the Internet, building/providing e-Commerce portals, selling and promoting products and services of clients, building portals which feature online shopping malls, business to consumer, business to business, consumer to consumer and complements or news, information selling, fund accounting and custody, research, trading in commodities and commodities futures and related online services, research in such products/services and generally to carry on all business related to computers and IT enabled services.

xxvii. To manufacture, buy, sell, exchange, install, work, alter, improve, operate, import or export, repairs and maintain and otherwise deal in all kinds of plant, machinery, goods, apparatus, tools, utensils, substances, materials and things necessary or convenient for carrying on any kind of trading businesses and/or providing services."

f) CMC is *inter alia* engaged in design, development and implementation of software technologies and applications, providing professional services in India and overseas, and procurement, installation, commissioning, warranty and maintenance of imported/indigenous computer and networking systems, and in education and training.

g) TCS holds 51.12% of the paid-up equity share capital of CMC.

4. BACKGROUND OF THE SCHEME

The Scheme provides for:

a) the amalgamation of CMC with TCS and issuance of equity shares by TCS to the public shareholders of CMC in consideration of the amalgamation as set out in the Scheme;

b) the extinguishment and annulment of the equity shares of CMC which is held by TCS;

c) transfer of all the assets and liabilities of CMC to TCS; and

d) dissolution of CMC without winding up and various other matters consequential to or otherwise connected with above in the manner provided for in the Scheme, pursuant to Sections 391 to 394 of the Companies Act, 1956, and other relevant provisions of the Companies Act, 1956.

5. RATIONALE OF THE SCHEME

a) **Rationalization:** The amalgamation shall lead to a single company with rationalized structure, greater integration, financial strength and flexibility aiding in achieving economies of scale, sourcing benefits, vendor rationalization, more focused operational efforts, standardization and simplification of business processes and productivity improvements.

b) **Enhanced Reach:** Creation of a single 'go-to-market' strategy, benefit of scale, enhanced depth and breadth of capabilities to result in increased business opportunities and reduced expenses.

c) **Better Positioning:** Combined company shall be better positioned to serve the domestic market.

6. SALIENT FEATURES OF THE SCHEME:

The salient features of the Scheme are as follows:

a) With effect from April 1, 2015 and upon the Scheme becoming effective, the Undertaking (as defined in the Scheme) of the Transferor Company shall, pursuant to the sanction of the Scheme by the High Court(s) and pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 be and stand transferred to and vested in and/ or deemed to have been transferred to and vested in the Transferee Company, as a going concern, without any further act, deed, instrument, matter so as to become, as and from the Appointed Date, the Undertaking of the Transferee Company by virtue of and in the manner provided in the Scheme, more particularly provided in Clause 6 of the Scheme.

b) The Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified in Section 2(1B) and other relevant provisions of the Income Tax Act, 1961.

c) All memoranda of understanding, contracts, deeds, bonds, agreements (including but not limited to the agreement(s) with respect to the (i) land situated at survey no. 26 admeasuring 18978.51 square metres at CMC Centre Building at Gachibowli, and situated in Hyderabad, given by the then Government of Andhra Pradesh, now Telangana to the Transferor Company; (ii) land no. C-18 and land no. R-11 in the E Block of Bandra Kurla Complex admeasuring 4180.64 square metres and 2508.38 square metres respectively situated in Mumbai, leased by the Mumbai Metropolitan Region Development Authority to the Transferor Company; and (iii) lease-hold land at plot nos. 54 to 57 (part) in Block-DN admeasuring 1.50 acres in "SALTLEC" Electronics Complex in Bidhannagar, Kolkata-700091, leased by the West Bengal Electronics industry Development Corporation Limited to the Transferor Company), arrangements, incentives, engagements registrations schemes, assurances, licences and registrations (including Software Technology Parks of India, Special Economic Zones (SEZ) and / or any other registrations), insurance policies, guarantees, and other instruments (including all tenancies, leases, and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect against or in favour of the Transferee Company as the case may be, under the same terms and conditions, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee or obligor thereto, as provided in Clause 7 of the Scheme.

d) All suits, appeals, petitions, complaints, applications or other legal proceedings of whatsoever nature by or against the Transferor Company pending on the Effective Date may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme, as provided under Clause 8 of the Scheme.

e) Upon the Scheme becoming effective, all equity shares held by the Transferee Company in the Transferor Company i.e., 154,89,922 equity shares of ₹ 10 each constituting 51.12% of the total paid-up share capital of the Transferor Company shall automatically get cancelled without any further application, act or deed and there shall be no obligation in that behalf.

f) As far as consideration for the balance shareholding of 48.88% held by the public shareholders in the Transferor Company is concerned, after giving effect to Clause 11.1 of the Scheme and upon the Scheme becoming effective, and upon the Undertaking being transferred to and vested in the Transferee Company, and without any further application, act or deed, the Transferee Company shall issue and allot 79 equity shares of ₹ 1 each fully paid up in its capital in respect of every 100 equity shares of ₹ 10 each fully paid up in the equity share capital of the Transferor Company **("Share Exchange Ratio")** to the shareholders of the Transferor Company whose names appear in the register of members of the Transferor Company and whose names appear as the beneficial owners of the equity shares of the Transferor Company in the records of the depositories (or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferee Company) as on the Record Date.

g) The new Equity Shares allotted and issued pursuant to Clause 11.2 of the Scheme shall be listed and/or admitted to trading on the relevant Stock Exchanges, where the equity shares of the Transferee Company are listed and/or admitted to trading as on the Effective Date (as defined under the Scheme); subject to the Transferee Company obtaining the requisite approvals from all the relevant regulatory authorities pertaining to their listing.

h) The new Equity Shares to be issued and allotted pursuant to Clause 11.2 of the Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari-passu in all respects with the equity shares of the Transferee Company after the Effective Date including in respect of dividend, bonus, right shares, voting rights and other corporate benefits.

i) The Transferor Company shall conduct its business and activities for and on account of and in trust for the Transferee Company with effect from April 1, 2015 till the Effective Date of the Scheme, in terms of Clause 13 of the Scheme.

j) Upon the Scheme coming into effect, the authorised share capital of the Transferor Company shall be deemed to be added to the authorised share capital of the Transferee Company without any further act, instrument or deed or procedure or payment of any stamp duty and registration fees, as provided in Clause 15 of the Scheme.

k) All the employees of the Transferor Company, who are in service on the date immediately preceding the Effective Date shall on the Effective Date become and be engaged as the employees of the Transferee Company, without any break or interruption in service as a result of the transfer and on terms and conditions not less favourable than those on which they are engaged by the Transferor Company immediately preceding the Effective Date, in terms of Clause 17 of the Scheme.

l) Upon the Scheme coming into effect, the Transferor Company shall be dissolved without being wound up.

m) The Scheme is conditional upon and subject to the approvals and/or sanctions laid down in Clause 22 of the Scheme.

Please note that the features set out above are only the salient features of the Scheme. The members are requested to read the entire text of the Scheme annexed hereto to get fully acquainted with the provisions thereof.

7. BOARD MEETING, VALUATION REPORT AND FAIRNESS OPINION

a) The proposal for the Amalgamation was placed before the Audit Committee of the Applicant Company at its meeting held on October 16, 2014. The Audit Committee of the Applicant Company took into account the recommendations on the Share Exchange Ratio by M/s BSR & Associates, LLP, Chartered Accountants and the Fairness Opinion provided by M/s DSP Merrill Lynch Limited acting as the independent fairness opinion provider. The Fairness Opinion provided by M/s DSP Merrill Lynch Limited notes that in consideration of the amalgamation of the Transferor Company with the Applicant Company pursuant to the Scheme, 79 (seventy nine) equity shares of face value of ₹ 1 each of Transferee company will be issued for every 100 (one hundred) fully paid equity shares of face value of ₹ 10 each held by public shareholders of the Transferor Company. It further states that, as of such date, and based upon and subject to various exemptions, limitations and considerations set forth in such written opinion the Share Exchange Ratio is fair to the Equity Shareholders of the Applicant Company. The shares held by the Applicant Company in the Transferor Company shall get extinguished. On the basis of the aforesaid evaluations and its own independent judgment, the Audit Committee has recommended the Scheme including the Share Exchange Ratio to the Board of Directors of the applicant company.

b) The Board of Directors of the Applicant Company has taken into account the independent recommendations of the Audit Committee, the recommendations of the Share Exchange Ratio provided by M/s BSR & Associates, LLP, Chartered Accountants and the Fairness Opinion provided by M/s DSP Merrill Lynch Limited in relation to the Share Exchange Ratio.

c) Based on the aforesaid advice/opinion and on the basis of independent judgment and evaluation, the Board of Directors of the Applicant Company has come to the conclusion that the Share Exchange Ratio is fair and reasonable and has approved the same at its meeting held on October 16, 2014.

8. CAPITAL STRUCTURE PRE AND POST AMALGAMATION

a) Pre and Post Amalgamation capital structure of TCS is as follows:

		Pre-Amalgamation as on December 31, 2014		Post-Amalgamation	
		No. of Shares	**Amount (₹)**	**No. of Shares**	**Amount (₹)**
A.	**Authorised Share Capital:**				
	Equity Shares of ₹ 1 each	4,200,500,000	4,200,500,000	4,550,500,000	4,550,500,000
	Redeemable Preference Shares of ₹ 1 each	1,050,250,000	1,050,250,000	1,050,250,000	1,050,250,000
	Total Authorised Share Capital	**5,250,750,000**	**5,250,750,000**	**5,600,750,000**	**5,600,750,000**
B.	**Issued, Subscribed & Paid Up Share Capital:**				
	Equity Shares of ₹ 1 each	1,958,727,979	1,958,727,979	1,970,427,941	1,970,427,941
	Redeemable Preference Shares of ₹ 1 each	Nil	Nil	Nil	Nil
	Total Issued, Subscribed & Paid Up Share Capital	**1,958,727,979**	**1,958,727,979**	**1,970,427,941**	**1,970,427,941**

Pre-Amalgamation capital structure of CMC is mentioned in paragraph 3.2 (c) above. On the Scheme becoming effective, CMC shall be dissolved without being wound up and without any further act by the parties to this Scheme.

9. PRE AND POST AMALGAMATION SHAREHOLDING PATTERN

Pursuant to Clause 24(h) of the Listing Agreement with the stock exchanges, the Pre-Amalgamation and the Post-Amalgamation (expected) shareholding pattern of TCS and Pre-Amalgamation shareholding pattern of CMC is given below:

Category Code	Category of Shareholder	Transferee Company (TCS) Pre-Amalgamation		Transferee Company (TCS) Post-Amalgamation		Transferor Company (CMC) Pre-Amalgamation	
		Total No. of Shares	As a percentage of total capital	Total No. of Shares	As a percentage of total capital	Total No. of Shares	As a percentage of total capital
(A)	Shareholding of Promoter and Promoter Group						
(1)	Indian						
(a)	Individuals/Hindu Undivided Family	0	0	0	0	0	0
(b)	Central Government/State Government(s)	0	0	0	0	0	0
(c)	Bodies Corporate	1,445,813,486	73.81	1,445,813,486	73.38	15,489,922	51.12
(d)	Financial Institutions/Banks	0	0	0	0	0	0
(e)	Any Other (specify)						
	i) Trust	1,607,624	0.08	1,607,624	0.08	0	0
	Sub-Total (A) (1)	1,447,421,110	73.90	1,447,421,110	73.46	15,489,922	51.12
(2)	Foreign						
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)	0	0	0	0	0	0
(b)	Bodies Corporate	0	0	0	0	0	0
(c)	Institutions	0	0	0	0	0	0
(d)	Qualified Foreign Investor	0	0	0	0	0	0
(e)	Any Other (specify)	0	0	0	0	0	0
	Sub-Total (A) (2)	0	0	0	0	0	0
	Total Shareholding of Promoter and Promoter Group (A) = (A)(1) + (A)(2)	1,447,421,110	73.90	1,447,421,110	73.46	15,489,922	51.12
(B)	Public Shareholding						
(1)	Institutions						
(a)	Mutual Funds/UTI	17,965,435	0.92	20,540,807	1.04	3,259,965	10.76
(b)	Financial Institutions/Banks	1,154,275	0.06	2,138,802	0.11	1,246,237	4.11
(c)	Central Government/State Government(s)	456,327	0.02	456,327	0.02	0	0
(d)	Venture Capital Funds	0	0	0	0	0	0
(e)	Insurance Companies	73,208,124	3.74	73,208,124	3.72	0	0
(f)	Foreign Institutional Investors	312,580,761	15.96	318,000,772	16.14	6,860,773	22.64
(g)	Foreign Venture Capital Investors	0	0	0	0	0	0
(h)	Qualified Foreign Investor	0	0	0	0	0	0
(i)	Any Other (specify)	0	0	0	0	0	0
	Foreign Portfolio Investors - Corp	16,611,144	0.85	16611144	0.84	0	0
	Sub-Total (B) (1)	421,976,066	21.54	430,955,976	21.87	11,366,975	37.51
(2)	Non-Institutions						
(a)	Bodies Corporate	7,805,317	0.40	8,366,826	0.42	7,10,771	2.35
(b)	Individuals						
i	Individual shareholders holding nominal share capital upto Rs. 1 lakh	65,476,891	3.34	67,200,806	3.41	2,182,171	7.20
ii	Individual shareholders holding nominal share capital in excess of Rs. 1 lakh	14,228,408	0.73	14,561,059	0.74	421,077	1.39
(c)	Qualified Foreign Investor	0	0	0	0		
(d)	Any Other (specify)						
i	Overseas Corporate Bodies	28	0	28	0	0	0
ii	Trust	1,118,764	0.06	1,119,554	0.06	1,000	0
iii	Clearing Member/House	701,395	0.04	709,083	0.04	9,732	0.03
iv	NON RESIDENT INDIANS	0	0	93,498	0.01	118,352	0.39
	Sub-Total (B) (2)	89,330,803	4.56	92,050,854	4.67	3,443,103	11.36
	Total Public Shareholding (B) = (B)(1) + (B)(2)	511,306,869	26.10	523,006,831	26.54	14,810,078	48.88
	TOTAL (A)+(B)	1,958,727,979	100.00	1,970,427,941	100.00	30,300,000	100.00

On the Scheme becoming effective, CMC shall be dissolved without being wound up and without any further act by the parties to this Scheme.

10. EXTENT OF SHAREHOLDING OF DIRECTORS AND KEY MANAGERIAL PERSONNEL:

a) There are no common Directors in the Applicant Company and the Transferor Company except Mr. N Chandrasekaran who is the Chairman of the Transferor Company and Chief Executive Officer & Managing Director of the Applicant Company.

b) None of the Directors or Key Managerial Personnel (KMPs) of the Applicant Company and the Transferor Company, or their relatives, have any material interest in the Scheme except to the extent of shares held by them in the Applicant Company or the Transferor Company. The shareholding of the said Directors and KMPs and their relatives, is less than 2% of the respective paid up share capital of the said companies. The effect of the Scheme on interests of the Directors and KMPs and their relatives, is not any different from the effect of the Scheme on like interests of other persons. The shareholding of the present Directors and KMPs of the Applicant Company and the Transferor Company, as on December 31, 2014, is as under:

SHAREHOLDING OF DIRECTORS AND KMP OF APPLICANT COMPANY

Sr. No.	Name of the Directors	Designation	Equity Shares in TCS	Equity Shares in CMC
1.	Cyrus Mistry	Chairman	41,63,526	Nil
2.	N Chandrasekaran	CEO & Managing Director	88,528	Nil
3.	Aman Mehta	Director	Nil	Nil
4.	V Thyagarajan	Director	Nil	Nil
5.	Prof. Clayton M Christensen	Director	Nil	Nil
6.	Dr. Ron Sommer	Director	Nil	Nil
7.	Phiroz Vandrevala	Director	Nil	Nil
8.	Dr. Vijay Kelkar	Director	Nil	Nil
9.	Ishaat Hussain	Director	1,740	Nil
10.	O P Bhatt	Director	Nil	Nil
11.	Rajesh Gopinathan	CFO	130	Nil
12.	Suprakash Mukhopadhyay	Company Secretary	Nil	Nil

SHAREHOLDING OF DIRECTORS AND KMP OF TRANSFEROR COMPANY

Sr. No.	Name of the Director	Designation	Equity Shares in TCS	Equity Shares in CMC
1.	N Chandrasekaran	Chairman	88,528	Nil
2.	R Ramanan	Managing Director & CEO	93,148	Nil
3.	Sudhakar Rao	Director	Nil	Nil
4.	Kalpana Morparia	Director	Nil	Nil
5.	S Mahalingam	Director	1,02,680	Nil
6.	Ashok Sinha	Director	Nil	Nil
7.	Prof. M S Ananth	Director	68	Nil
8.	J.K. Gupta	CFO	700	Nil
9.	Vivek Agarwal	Company Secretary	77	Nil

11. APPROVALS

a) Pursuant to the circular number CIR/CFD/DIL/5/2013 dated February 4, 2013 read with circular number CIR/CFD/DIL/8/2013 dated May 21, 2013, both issued by the Securities and Exchange Board of India ("SEBI Circular") read with Clause 24(f) of the Listing Agreement, the Applicant Company had filed necessary applications before the stock exchanges seeking their no-objection to the Scheme. The Applicant Company received Observation Letters dated January 15, 2015 from BSE Limited and National Stock Exchange of India Limited conveying their no-objection to the Scheme. Copies of the aforesaid observation letters are enclosed herewith.

b) As required by the SEBI Circular, the Applicant Company has filed the Complaints Report (indicating NIL complaint) with BSE Limited and National Stock Exchange of India Limited on December 27, 2014. After filing of the Complaints Report, the Applicant Company has received NIL complaints. A copy of the aforementioned Complaints Report is enclosed herewith.

12. GENERAL

a) The Scheme is not prejudicial to the interests of the members of the Applicant Company. Pursuant to this Scheme becoming effective, the Transferor Company will stand dissolved without winding up. By virtue of this Scheme becoming effective there would be no change in control of the Applicant Company or in the constitution of its Board of Directors.

b) The financial position of the Applicant Company will not be adversely affected by this Scheme. Further, the rights and interests of the shareholders and creditors (secured and unsecured) of either of the companies will not be prejudicially affected by this Scheme as the Applicant Company, post this Scheme, will be able to meet its liabilities as they arise in the ordinary course of business.

c) The latest audited accounts for the quarter ended December 31, 2014 of the Applicant Company indicates that it is in a solvent position and would be able to meet liabilities as they arise in the course of business. There is no likelihood that any secured or unsecured creditor of the concerned companies would lose or be prejudiced as a result of this Scheme being passed since no sacrifice or waiver is at all called for from them nor are their rights sought to be modified in any manner. Hence, the amalgamation will not cast any additional burden on the shareholders or creditors of either company, nor will it affect the interest of any of the shareholders or creditors.

d) There are no winding up proceedings pending against the Applicant Company as of date.

e) No investigation proceedings are pending or are likely to be pending under the provisions of Chapter XIV of the Companies Act, 2013 in respect of the Applicant Company.

f) In the event of any of the sanctions and approvals referred to in this Scheme not being obtained and/or this Scheme not being sanctioned by the Hon'ble High Court(s) or such other competent authority and/or the order or orders not being passed as aforesaid before June 30, 2016 or such other date as may be agreed by the respective Board of Directors of the Applicant Company and the Transferor Company, the Scheme shall stand revoked, cancelled and be of no effect.

g) Inspection of the following documents may be had by the Equity Shareholders of the Applicant Company at the Registered Office of the Applicant Company on any working day (except Saturdays) prior to the date of the meeting between 11:00 am and 1:00 pm:

   i. Copy of the Order dated March 13, 2015 of the Hon'ble High Court of Judicature at Bombay passed in Company Summons for Direction No. 194 of 2015 directing the convening of the meeting of the Equity Shareholders of TCS;

   ii. Copy of the Company Summons for Directions No. 194 of 2015;

   iii. Memorandum and Articles of Association of TCS and CMC;

   iv. Audited Financial Statements of TCS and CMC for last three financial years ended March 31, 2014, March 31, 2013 and March 31, 2012;

   v. Audited Financial Statement of TCS and unaudited financial statement of CMC as on December 31, 2014;

   vi. Register of Director's Shareholdings of TCS;

   vii. Copy of the Observation Letters dated January 15, 2015 received from BSE Limited and National Stock Exchange of India Limited;

   viii. Copy of the Complaints Report dated December 27, 2014, 2014 filed with BSE Limited and National Stock Exchange of India Limited;

   ix. Valuation Report dated October 16, 2014 of M/s BSR & Associates LLP; and

   x. Fairness Opinion dated October 16, 2014 issued by M/s DSP Merrill Lynch Limited.

h) This statement may be treated as an Explanatory Statement pursuant to Section 393 of the Companies Act, 1956.

i) A copy of this Scheme, Explanatory Statement, Form of Proxy and Attendance Slip may be obtained free of charge on any working day (except Saturdays) prior to the date of the meeting, from the Registered Office of the Applicant Company situated at 9th Floor, Nirmal Buliding, Nariman Point, Mumbai 400 021, Maharashtra and/or at the Advocate appearing for the Applicant Company having its office at AZB & Partners, 23rd Floor, Express Towers, Nariman Point, Mumbai 400 021, Maharashtra.

Sd/-
Cyrus Mistry
Chairman appointed for the meeting

Place: Mumbai
Date: March 23, 2015
CIN : L22210MH1995PLC084781

Registered office:
9th Floor, Nirmal Building
Nariman Point, Mumbai 400 021
Tel: 91 22 6778 9595 Fax: 91 22 6778 9660
E-mail: investor.relations@tcs.com, Website: www.tcs.com

SCHEME OF AMALGAMATION

BETWEEN

CMC LIMITED

AND

TATA CONSULTANCY SERVICES LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

Under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956

PREAMBLE

This Scheme of Amalgamation is presented for amalgamation of CMC Limited with Tata Consultancy Services Limited, pursuant to Sections 391 to 394 of the Companies Act, 1956 and other applicable provisions of the Companies Act, 1956 and/or the Companies Act, 2013 (to the extent notified and applicable).

The equity shares of the Transferee Company are listed on the BSE Limited and on the National Stock Exchange of India Limited.

The equity shares of the Transferor Company are listed on the BSE Limited, the National Stock Exchange of India Limited and the Calcutta Stock Exchange Limited.

1. DESCRIPTION OF COMPANIES

1.1 Transferor Company

CMC Limited **("CMC" or "Transferor Company")** is a public limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at CMC Centre, Old Mumbai Highway, Gachibowli, Hyderabad- 500 032, Telangana. CMC is inter alia engaged in design, development and implementation of software technologies and applications, providing professional services in India and overseas, and procurement, installation, commissioning, warranty and maintenance of imported/indigenous computer and networking systems, and in education and training.

1.2 Transferee Company

Tata Consultancy Services Limited **("TCS" or "Transferee Company")** is a public limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 9th Floor, Nirmal building, Nariman Point, Mumbai – 400 021, Maharashtra. TCSis inter alia engaged in the business of providing information technology and information technology enabled services.

2. BACKGROUND, RATIONALE AND PURPOSE OF THE SCHEME

2.1 CMC was a Government of India (GoI) enterprise up to October 15, 2001. Under the disinvestment process, GoI sold 7,726,500 equity shares representing 51% of the equity share capital to Tata Sons Limited (the parent company of TCS) on October 16, 2001. The GoI further sold its entire remaining shares representing 26.25% of the equity share capital, in March 2004 by an open offer to the public. On March 29, 2004, as per specific approval granted by SEBI, Tata Sons Limited transferred its entire shareholding in CMC to TCS. As a result, CMC has become a subsidiary of TCS.It is intended that CMCshould merge into TCS to consolidate the information technologyservices business in a single entity.

2.2.1 The rationale for the proposed amalgamation of CMCwith TCS is,inter alia, as follows:

2.2.2 **Rationalization:** The amalgamation shall lead to a single company with rationalized structure, greater integration, financial strength and flexibility aiding in achieving economies of scale, sourcing benefits, vendor rationalization, more focused operational efforts, standardization and simplification of business processes and productivity improvements.

2.2.3 **Enhanced Reach:** Creation of a single 'go-to-market' strategy, benefit of scale, enhanced depth and breadth of capabilities to result in increased business opportunities and reduced expenses.

2.2.4 **Better Positioning:** Combined company shall be better positioned to serve the domestic market.

2.2.5 The Scheme will not adversely affect the rights and interests of the shareholders of TCS and CMC.

2.2.6 The creditors of TCS will also not be affected by the Scheme as assets of CMC are greater than the liabilities of CMC and post–consolidation, the assets of TCS will also be much greater than its liabilities.

2.2.7 Further, the creditors of CMC will not be affected by the Scheme as the assets of TCS will be much greater than its liabilities post the Scheme.

2.2.8 This Scheme also provides for various other matters consequential to or otherwise integrally connected with the amalgamation of CMC with TCS.

3. DEFINITIONS

3.1. In this Scheme, unless repugnant to or inconsistent with the subject or context thereof, the following expressions shall have the following meanings:

3.1.1. "1956Act" or "the 1956 Act "means the Companies Act, 1956, or any statutory modifications, re-enactments or amendments thereof from time to time;

3.1.2. "2013 Act" or "the 2013 Act" means the Companies Act, 2013 and rules framed thereunder or any statutory modifications, re-enactments or amendments thereof from time to time;

3.1.3. "Appointed Date" shall, unless otherwise approved by the High Court(s),mean April 1, 2015;

3.1.4. Board of Directors" or "Board" means the board of directors of the Transferor Company and / or Transferee Company, as the case may be and shall include a committee of the Board constituted for the implementation of this Scheme;

3.1.5. "CMC" or "Transferor Company" means CMC Limited, a public limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at CMC Centre, Old Mumbai Highway, Gachibowli, Hyderabad- 500 032, Telangana;

3.1.6. "Effective Date" means the last of the dates specified in Clause 4hereof;

Any references in this Scheme to "upon this Scheme becoming effective" or "upon coming into effect of this Scheme" or "upon the Scheme coming into effect" shall be construed to be a reference to the Effective Date; provided however, that such references shall not affect the deemed taking into effect of certain parts of this Scheme, whether prior to, or after, other parts of this Scheme, as specifically contemplated herein.

3.1.7. Governmental Authority" means any applicable Central or State Government or local body, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction;

3.1.8. "High Court(s)" means either the High Court of Judicature at Bombay or the High Court of Judicature at Hyderabad for the state of Telangana and Andhra Pradesh or both of these High Courts, as the case may be. It is hereby clarified that in the event that the provisions of the Companies Act, 2013 pertaining to schemes of arrangements become applicable and effective for the purposes of this Scheme, all reference to the High Court(s) shall be deemed to include references to the National Company Law Tribunal to be constituted under the Companies Act, 2013;

3.1.9. "Record Date" means a date to be fixed by the Board of Directors of the Transferee Company for determining names of the shareholders of the Transferor Company, who shall be entitled to receive equity shares of the Transferee Company under the Scheme upon amalgamation of the Transferor Company with the Transferee Company;

3.1.10."Scheme" or "the Scheme" or "this Scheme" or "Scheme of Amalgamation" means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 21 of this Scheme or any modifications approved or directed by the High Court(s) or any other Government Authority;

3.1.11."SEBI" means Securities and Exchange Board of India;

3.1.12."Stock Exchange" means National Stock Exchange of India Limited, BSE Limited or the Calcutta Stock Exchange Limited, as may be applicable;

3.1.13."TCS" or "Transferee Company" means Tata Consultancy Services Limited, a public limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 9th Floor, Nirmal building, Nariman Point, Mumbai – 400 021, Maharashtra;

3.1.14. "Undertaking"shall mean the entire business and the whole of the undertakings of the Transferor Company as a going concern, all its assets, rights, licenses and powers, leasehold rights, and all its debts, outstandings, liabilities, duties, obligations and employees as on the Appointed Date including, but not in any way limited to, the following:

(a) All the assets and properties (whether movable or immovable, tangible or intangible, present, future or contingent) of the Transferor Company, including, without being limited to, land, plant and machinery, computers, office equipment, stock-in-trade, store houses, pollution control equipment, data processing equipment, buildings and structures, offices, residential and other properties, capital work in progress, raw materials, packing materials, work-in-progress, finished goods, inventories, goods in transit, samples, stores and spares, sundry debtors, furniture, fixtures, interiors, vehicles, appliances, accessories, power lines, depots, stocks, stocks of

fuel, investments of all kinds (including shares, scripts, stocks, bonds, debenture stocks, units or pass through certificates), cash balances or deposits with banks, loans, advances, contingent rights or benefits, book debts, receivables (whether in Indian rupee or foreign currency), actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases for office properties and residential properties (including but not limited to lease rights of the Transferor Company), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies or licenses in relation to the office and/or residential properties (including for the employees or other persons), guest houses, godowns, warehouses, licenses, fixed and other assets, intangible assets, computer software, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, title, interests, other benefits (including tax benefits), tax holiday benefit, incentives (including but not limited to tax credits under the indirect taxes (i.e. ITC, CENVAT etc.) and foreign trade related incentives), credits (including tax credits), Minimum Alternate Tax Credit entitlement ("MAT Credit"), tax losses, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad.

(b) All agreements, rights, contracts (including but not limited to agreements with respect to the immovable properties being used by the Transferor Company by way of lease, license and business arrangements), entitlements, licenses and registrations, permits, permissions, incentives, approvals (including but not limited to approvals under environmental and labour legislations), registrations (including but not limited to registrations under tax and labour legislations), tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents,), trade marks, designs, quota rights, engagements, insurance policies, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals, sanctions and consents of every kind, nature and description whatsoever relating to the Transferor Company's business activities and operations and that may be required to carry on the operations of the Transferor Company.

(c) All intellectual property rights, records, files, papers, computer programmes, manuals, data, catalogues, sales material, lists of customers and suppliers, research and development related items, dossiers, product master cards, lists, product registrations, trade secrets, domain names, utility models, holograms, bar code, brands, other customer and supplier information (including but not limited to present and former customer's credit information, customer and supplier pricing information) and all other records and documents relating to the Transferor Company's business activities and operations, including all trademark and patent applications that are pending in the name of the Transferor Company as on the Appointed Date.

(d) Amounts claimed by the Transferor Company whether or not so recorded in the books of account of the Transferor Company from any Governmental Authority, under any law, act or rule in force, as refund of any tax, duty, cess or of any excess payment.

(e) Right to any claim not preferred or made by the Transferor Company in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or Scheme made by the Governmental Authority, and in respect of set-off, carry forward of un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or taxation laws of other countries, or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India.

(f) All debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Company and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised. Provided that, any reference in the security documents or arrangements entered into by the Transferor Company and under which, the assets of the Transferor Company stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that Undertaking of the Transferor Company only as are vested in the Transferee Company by virtue of the Scheme. Provided always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security therefor after the Effective Date or otherwise.

(g) All other obligations of whatsoever kind, including liabilities of the Transferor Company with regard to their employees, or the employees of any of their subsidiaries, with respect to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of resignation, death, voluntary retirement or retrenchment.

The expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meanings ascribed to them under the 1956 / 2013 Act and other applicable laws, rules, regulations, bye-laws, as the case may be.

4. DATE OF TAKING EFFECT

4.1. The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court(s) shall be effective from the Appointed Date but shall be operative from the last of the following dates, namely:

4.1.1. That on which the last of the consents, sanctions, approvals, permissions, resolutions and orders as mentioned in Clause 22.1 shall be obtained or passed; or

4.1.2. That on which all necessary certified/ authenticated copies of the orders of the High Court of Judicature at Bombay and the High Court of Judicature at Hyderabad for the state of Telangana and Andhra Pradesh are filed with the appropriate Registrar of Companies.

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

5. SHARE CAPITAL

5.1. As on September 30, 2014 the share capital of the Transferor Company is as under:

Particulars	Amount in Rupees
Authorized Share Capital	
35,000,000 Equity Shares of ₹ 10 each	350,000,000
Total	**350,000,000**
Issued, Subscribed and Paid Up Share Capital	
30,300,000 Equity Shares of ₹ 10 each fully paid up	303,000,000
Total	**303,000,000**

5.2. Subsequent to the above date and upto the date of approval of the Scheme by the Board of Directors of the Transferor Company, there has been no change in the authorized, issued, subscribed and paid up share capital of the Transferor Company. As on the date of approval of the Scheme by the Board of Directors of the Transferor Company, the Transferee Company holds 15,489,922 equity shares of the Transferor Company which constitutes 51.12% of the issued, subscribed and paid up share capital of the Transferor Company.

5.3. As on September 30, 2014 the share capital of the Transferee Company is as under:

Particulars	Amount in Rupees
Authorized Share Capital	
4,200,500,000 Equity Shares of ₹ 1 each	4,200,500,000
1,050,250,000 Preference Shares of ₹ 1 each	1,050,250,000
Total	**5,250,750,000**
Issued, Subscribed and Paid Up Share Capital	
1,958,727,979 Equity Shares of ₹ 1 each fully paid up	1,958,727,979
Total	**1,958,727,979**

5.4 Subsequent to the above date and upto the date of approval of the Scheme by the Board of Directors of the Transferee Company, there has been no change in the authorized, issued, subscribed and paid up share capital of the Transferee Company.

6. AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFEREE COMPANY

6.1 Upon coming into effect of the Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme, the Undertaking shall, pursuant to the sanction of the Scheme by the High Court(s) and pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the 1956 Act, be and stand transferred to and vested in and/ or deemed to have

been transferred to and vested in the Transferee Company, as a going concern, without any further act, deed, instrument, matter so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

Provided always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility availed of by the Transferor Company or the Transferee Company, and the Transferee Company shall not be obliged to create any further or additional security therefore after the Effective Date or otherwise.

6.2 All the movable assets of the Transferor Company and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, without the need to execute any separate instrument, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date. Such delivery and transfer shall be made on a date which shall be mutually agreed upon between the Transferor Company and the Transferee Company on or prior to the Effective Date.

6.3 In respect of any assets of the Transferor Company other than those mentioned in Sub Clause 6.2 above, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, the Transferor Company shall if so required by the Transferee Company, and the Transferee Company may, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the High Court(s) having sanctioned this Scheme under Sections 391 to 394 of the 1956 Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realise the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.

6.4 Upon the Scheme coming into effect and with effect from the Appointed Date, all immovable property (including but not limited to land, buildings, offices, factories, sites and any other immovable property, including accretions and appurtenances) of the Transferor Company, whether freehold or leasehold (including but not limited to the(i) land situated at survey no. 26 admeasuring 18978.51square metres at CMC Centre Building and land situated at survey no. 26 known as SEZ Building admeasuring 180231.90 square metres at Gachibowli, and situated in Hyderabad, given by the then Government of Andhra Pradesh, now Telangana to the Transferor Company; (ii) all that piece and parcel of land together with a brick built five storied building at 28 Camac Street, Kolkata admeasuring 2609.65 square metres purchased from (1) Kalidas Mullick No. 1 Charitable Trust and (2) Kalidas Mullick No.II Family Trust by the Transferor Company; (iii) land no. C-18 and land no. R-11 in the E Block of Bandra Kurla Complex admeasuring 4180.64 square metres and 2508.38 square metres respectively situated in Mumbai, leased by the Mumbai Metropolitan Region Development Authority to the Transferor Company; and (iv) lease-hold land at plot nos. 54 to 57(part) in Block-DN admeasuring 1.50 acres in “SALTLEC” Electronics Complex in Bidhannagar, Kolkata-700091, leased by the West Bengal Electronics industry Development Corporation Limited to the Transferor Company), and any document of title, rights, interest and easements in relation thereto shall stand transferred to and be vested in the Transferee Company, as a successor of the Transferor Company, without any act or deed to be done or executed by the Transferor Company and/ or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges and fulfil all obligations, in relation to or applicable to all such immovable properties. The mutation and/or substitution of the title to the immovable properties shall be made and duly recorded in the name of the Transferee Company by the appropriate governmental authorities and third parties pursuant to the sanction of the Scheme by the High Court(s) and upon the Scheme becoming effective in accordance with the terms hereof without any further act or deed to be done or executed by the Transferor Company and/ or the Transferee Company. It is clarified that the Transferee Company shall be entitled to engage in such correspondence and make such representations as may be necessary for the purposes of the aforesaid mutation and/or substitution.

6.5 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company, as on or after the Appointed Date whether provided for or not in the books of accounts of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or upto the day of the Appointed Date shall, pursuant to the Orders of the High Court(s) or such other competent authority as may be applicable under provisions of the 1956 Act, without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.

6.6 Without prejudice to the above provisions, upon the Scheme coming into effect and with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes. For the removal of doubt, it is clarified that upon the Scheme coming into effect and with effect from the Appointed Date, to the extent there are inter-corporate loans, deposits, obligation, balances or other outstanding as

between the Transferor Company inter-se and/or the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be.

6.7 Upon the Scheme coming into effect and with effect from the Appointed Date, in respect of the debts, liabilities, duties and obligations of the Transferor Company, it is hereby clarified 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 (though the Transferee Company may, if it deems appropriate, give notice to the debtors that the debts stand transferred to and vested in the Transferee Company). It is further clarified that the Transferee Company shall honour all liabilities and obligations arising on account of all written commitment / open purchase orders issued by the Transferor Company.

6.8 The Transferee Company may at any time after the coming into effect of the Scheme and with effect from the Appointed Date, if so required under the provisions of any law for the time being in force or otherwise at its discretion, execute deeds of confirmation, in favour of secured creditors of the Transferor Company or in favour of any other party as directed by the Transferor Company with regard to any contract or arrangement to which the Transferor Company is a party or any other writings that may be necessary 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 confirmation in writing on behalf of the Transferor Company and to implement or carry out all such formalities or compliance referred to above on behalf of the Transferor Company.

6.9 All taxes (including but not limited to income tax, sales tax, excise duty, service tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business before the Appointed Date, on account of the Transferor Company and, in so far as it relates to tax payment whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the operations and/or the profits of the businessafter the Appointed Date shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.

6.10 All the profits or income, taxes (including advance tax, tax deducted at source and MAT Credit) or any costs, charges, expenditure accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purposes be treated and deemed to be and accrue from the Appointed Date as the profits or income, taxes (including tax losses, MAT Credit), costs, charges, expenditure or losses of the Transferee Company, as the case may be.

6.11 For avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon coming into effect of this Scheme and with effect from the Appointed Date, in accordance with the provisions of relevant laws, consents, permissions, licenses, registrations, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of the Transferor Company, and the rights and benefits under the same shall, in so far as they relate to the Transferor Company and all quality certifications and approvals, patents and domain names, copyrights, brands, trade secrets, product registrations and other intellectual property and all other interests relating to the goods or services being dealt with by the Transferor Company, shall without any further act or deed be transferred to and vested in the Transferee Company under the same terms and conditions as were applicable to the Transferor Company immediately prior to the coming into effect of this Scheme. In so far as the various incentives, sales tax, deferral benefits, subsidies (including applications for subsidies), available tax credits (including MAT credit, if any), rehabilitation schemes, grants, special status and other benefits or privileges enjoyed, granted by any government body, local authority or by any other person, or availed of or to be availed of by the Transferor Company are concerned, the same shall, without any further act or deed, in so far as they relate to the Transferor Company, vest with and be available to the Transferee Company on the same terms and conditions as were applicable immediately prior to the coming into effect of this Scheme.

6.12 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realise all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.

6.13 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that with effect from the Effective Date and till such times the name of the bank accounts of the Transferor Company would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts

in the name of Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company shall be instituted, or as the case may be, continued, by or against, the Transferee Company after the coming into effect of the Scheme.

7. CONTRACTS, DEEDS, BONDS, APPROVALS AND OTHER INSTRUMENTS

7.1. For avoidance of doubt and without prejudice to the generality of Clause 6 above, it is clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme and without any further act of the parties, all memoranda of understanding, contracts, deeds, bonds, agreements (including but not limited to the agreement(s) with respect to the (i) land situated at survey no. 26 admeasuring 18978.51 square metres at CMC Centre Building at Gachibowli, and situated in Hyderabad, given by the then Government of Andhra Pradesh, now Telangana to the Transferor Company; (ii) land no. C-18 and land no. R-11 in the E Block of Bandra Kurla Complex admeasuring 4180.64 square metres and 2508.38 square metres respectively situated in Mumbai, leased by the Mumbai Metropolitan Region Development Authority to the Transferor Company; and (iii) lease-hold land at plot nos. 54 to 57 (part) in Block-DN admeasuring 1.50 acres in "SALTLEC" Electronics Complex in Bidhannagar, Kolkata-700091, leased by the West Bengal Electronics industry Development Corporation Limited to the Transferor Company), arrangements, incentives, engagements registration sschemes, assurances, licences and registrations (including Software Technology Parks of India, Special Economic Zones (SEZ) and / or any other registrations), insurance policies, guarantees, and other instruments (including all tenancies, leases, and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect against or in favour of the Transferee Company as the case may be, under the same terms and conditions, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee or obligor thereto.

7.2. It is hereby clarified that by virtue of the provisions of the Scheme and pursuant to the Order of the High Court(s)sanctioning the Scheme, upon the Scheme coming into effect, all rights, services, obligations, liabilities, responsibilities undertaken by or in favour of the Transferor Company under any contractual arrangements shall automatically stand transferred to and vested in and/ or shall be deemed to have been transferred to and vested in the Transferee Company and all benefits to which the Transferor Company is entitled to shall be available to and vested in and/ or shall be deemed to have been available to and vested in the Transferee Company, as a successor-in-interest and the Transferee Company shall be entitled to deal with the same in place and instead of the Transferor Company, as if the same were originally performed or conferred upon or given or issued to or executed in favour of the Transferee Company, and the rights and benefits under the same will be available to the Transferee Company, without any further act or deed. The Transferee Company shall discharge its obligation in respect of the services to be performed/ provided or in respect of payment of service charges under any contractual arrangements instead of the Transferor Company.

7.3. Without prejudice to the above, the Transferee Company shall, if so desirable or required or become necessary, upon the coming into effect of this Scheme and with effect from the Appointed Date, enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme and to the extent that the Transferor Company are required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company, as the case may be. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

8. LEGAL PROCEEDINGS

8.1. If any suit, appeal, petition, complaint, application or other legal proceedings of whatsoever nature (hereinafter referred to as the "Proceedings") by or against the Transferor Company is pending on the Effective Date, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in this Scheme, but the Proceedings may be continued, prosecuted, defended and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have been continued, prosecuted, defended and enforced by or against the Transferor Company, in the absence of this Scheme.

8.2. On and from the Effective Date, the Transferee Company may, if required, initiate any legal proceedings in relation to the present and past business of the Transferor Company.

9. SAVING OF CONCLUDED TRANSACTIONS

9.1 The transfer and vesting of the Undertaking under Clause 6 above, and the continuance of proceedings by or against the Transferee Company under Clause 8 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in regard thereto, as if done and executed by the Transferee Company on its behalf.

10. APPLICABILITY OF THE PROVISIONS OF THE INCOME TAX ACT, 1961 AND OTHER TAX LAWS AS MAYBE APPLICABLE

10.1 This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified in Section 2(1B) and other relevant provisions of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section and other related provisions at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section and other related provisions of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent required to comply with Section 2(1B) and other relevant provisions of the Income Tax Act, 1961.

10.2 Upon the Scheme becoming effective, the Transferor Company and the Transferee Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax laws, excise duty laws and other tax laws, and to claim refunds and/or credit for taxes paid (including minimum alternate tax, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.

10.3 All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and/or enforced until the Effective Date by the Transferor Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

10.4 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.

10.5 Any tax liabilities under the Income Tax Act, 1961, service tax laws, excise duty laws, central sales tax, applicable state value added tax laws or other applicable laws/ regulations dealing with taxes/ duties/ levies of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.

10.6 Any refund, under the Income Tax Act, 1961, service tax laws, excise duty laws, central sales tax, applicable state value added tax laws or other applicable laws/ regulations dealing with taxes/ duties/ levies due to Transferor Company consequent to the assessment made on Transferor Company (including any refund for which no credit is taken in the accounts of the Transferor Company) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company upon this Scheme becoming effective.

10.7 The tax payments (including\but not limited to income tax, service tax, excise duty, central sales tax, applicable state value added tax, etc.) whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Transferor Company after the Appointed Date, shall be deemed to be paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

10.8 Further, any tax deducted at source by Transferor Company/ Transferee Company on transactions with the Transferee Company/ Transferor Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

10.9 Upon the Scheme coming into effect, any obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company.

10.10 All intangible assets (including but not limited to goodwill) belonging to but not recorded in the books of account of the Transferor Company and all intangible assets (including but not limited to goodwill) arising or recorded in the process of the amalgamation in books of account of Transferee Company shall, for all purposes, be regarded as an intangible asset in terms of Explanation 3(b) to Section 32(1) of the Income Tax Act, 1961 and Transferee Company shall be eligible for depreciation there under at the prescribed rates.

10.11 Without prejudice to the generality of the above, all benefits, incentives, losses (including but not limited to book losses,tax losses), book unabsorbed depreciation, tax unabsorbed depreciation, credits (including, without limitation income tax, minimum alternate tax, tax deducted at source, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, customs duty drawback, etc.) to which the Transferor Company is entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company, upon this Scheme coming into effect.

10.12 Upon the coming into effect of this scheme, all tax compliances under any tax laws by the Transferor Company on or after Appointed Date shall be deemed to be made by the Transferee Company.

11. CONSIDERATION

11.1 Upon the Scheme becoming effective, all equity shares held by the Transferee Company in the Transferor Company i.e., 154,89,922 equity shares of ₹ 10 each constituting 51.12% of the total paid-up share capital of the Transferor Company shall automatically get cancelled without any further application, act or deed and there shall be no obligation in that behalf.

11.2 As far as consideration for the balance shareholding of 48.88% held by the public shareholders in the Transferor Company is concerned, after giving effect to Clause 11.1 above and upon the Scheme becoming effective, and upon the Undertaking being transferred to and vested in the Transferee Company, and without any further application, act or deed, the Transferee Company shall issue and allot 79 equity shares of ₹ 1 each fully paid up in its capital in respect of every 100 equity shares of ₹ 10 each fully paid up in the equity share capital of the Transferor Company to the shareholders of the Transferor Company whose names appear in the register of members of the Transferor Company and whose names appear as the beneficial owners of the equity shares of the Transferor Company in the records of the depositories (or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferee Company) as on the Record Date. The equity shares to be issued by the Transferee Company to the shareholders of Transferor Company in accordance with this Clause shall be hereinafter referred to as **"New Equity Shares".**

11.3 The ratio in which the New Equity Shares are to be issued and allotted to the shareholders of the Transferor Company is herein referred to as the **"Share Exchange Ratio".**

11.4 The New Equity Shares allotted and issued in terms of Sub Clause 11.2 above, shall be listed and/or admitted to trading on the relevant stock exchanges, where the equity shares of the Transferee Company are listed and/or admitted to trading as on the Effective Date; subject to the Transferee Company obtaining the requisite approvals from all the relevant regulatory authorities pertaining to their listing.

11.5 The New Equity Shares shall be issued in dematerialized form to those equity shareholders who hold shares of the Transferor Company in dematerialized form, provided all details relating to account with depository participant are available with the Transferee Company. All those equity shareholders who hold equity shares of the Transferor Company in physical form, shall be issued New Equity Shares in physical or electronic form, at the option of such shareholders to be exercised by them on or before the Record Date, by giving a notice in writing to the Transferee Company; and if such option is not exercised by such shareholders, the New Equity Shares shall be issued to them in physical form.

11.6 Upon the Scheme becoming effective and upon the New Equity Shares being issued and allotted as provided in this Scheme, the equity shares of the Transferor Company, both in electronic form and in the physical form, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date. The said equity shares of the Transferor Company held in physical form shall be deemed to have been automatically cancelled without any requirement to surrender the certificates of shares held by the shareholders of the Transferor Company. The Transferee Company shall take such corporate actions in relation to the equity shares of the Transferor Company held in dematerialized form, as may be necessary.

11.7 The New Equity Shares to be issued and allotted as provided in Sub Clause 11.2 above shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari-passu in all respects with the equity shares of the Transferee Company after the Effective Date including in respect of dividend, bonus, right shares, voting rights and other corporate benefits.

11.8 The Board of Directors of the Transferee Company shall consolidate all fractional entitlements arising due to the issue of New Equity Shares to the shareholders of the Transferor Company and hereupon issue and allot equity shares in lieu thereof to a separate trust (to be created) which shall hold these equity shares in trust for and on behalf of the members entitled to such fractional entitlements with the express understanding that such trust shall sell the same at such time or times and at such price or prices to such person or persons, as it deems fit. The said trust shall distribute such net sales proceeds to the members entitled to these fractional entitlements in the same proportion as their respective fractional entitlements bear to the consolidated fractional entitlements.

11.9 The issue and allotment of New Equity Shares to the shareholders of the Transferor Company as provided in this Scheme, is an integral part thereof and shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid down under Section 62 of the 2013 Act and any other applicable provisions of the 1956/ 2013 Act, as may be applicable and such other statues and regulations as may be applicable were duly complied with.

12. ACCOUNTING TREATMENT

12.1 The Transferee Company shall follow pooling of interest method for accounting of the amalgamation as per Accounting Standard-14 prescribed by Companies (Accounting Standards) Rules, 2006.

12.2 All assets and liabilities including reserves, of the Transferor Company shall be recorded in the books of account of the Transferee Company at their existing carrying amounts and in the same form.

12.3 The Transferee Company shall credit the aggregate face value of the New Equity Shares of the Transferee Company issued by it to the shareholders of the Transferor Company pursuant to Clause 11.2 to its share capital account.

12.4 The equity shares held by the Transferee Company in the Transferor Company appearing in the books of account of the Transferee Companywill stand cancelled and there shall be no further obligation in that behalf.

12.5 The inter-corporate deposits/loans and advances/balance outstanding between the Transferor Company and the Transferee Company will stand cancelled and there shall be no further obligation in that behalf;

12.6 The difference between the net assets (assets less liabilities) and reserves of the Transferor Company transferred to the Transferee Company, after making the adjustments as mentioned in Clause 12.3 to 12.5 above, shall be adjusted in the reserves.

12.7 In case of any difference in accounting policy between the Transferor Companyand the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

13. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

Unless otherwise stated here under, with effect from the Appointed Date and upto and including the Effective Date:

13.1. The Transferor Company shall carry on and shall be deemed to have been carrying on their business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the Undertaking for and on account of, and in trust for, the Transferee Company. The Transferor Company hereby undertakes to hold the Undertaking with utmost prudence until the Effective Date.

13.2. With effect from the date of the respective Board meetings of the Transferor Company and the Transferee Company approving the Scheme and upto and including the Effective Date, the Transferor Company shall carry on its businesses and activities with reasonable diligence and business prudence and shall undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with its fixed assets or any part thereof, only if the same are in the ordinary course of business, or if the same are pursuant to any pre-existing obligation(s) undertaken by the Transferor Company; it being clarified that if such matters are sought to be undertaken outside of the ordinary course of business or if the Transferor Company seeks to undertake any new ventures or businesses, the same may be undertaken with the prior consent in writing of any of the persons authorised by the Board of Directors of the Transferee Company.

13.3. Notwithstanding anything contained in the Scheme, with effect from the date of the respective Board meetings of the Transferor Company and the Transferee Company approving the Scheme and up to and including the Effective Date, the Transferor Company and the Transferee Company may undertake any harmonisation processes (including the continuation of any such existing processes) pertaining to the terms and conditions applicable to the employees of the Transferor Company and the Transferee Company, in accordance with applicable laws.

13.4. With effect from the date of the respective Board meetings of the Transferor Company and the Transferee Company approving the Scheme and upto and including the Effective Date, the Transferor Company and the Transferee Company may make any change in their respective capital structure, whether by way of increase, decrease, reduction, re-classification, sub-division or consolidation, re-organisation, or in any other manner, only after obtaining the prior written approval of the Board of Directors of the Transferee Company and the Transferor Company.

14. DIVIDENDS

14.1. The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date but only in the ordinary course of business. Any declaration or payment of dividend otherwise than as aforesaid, by the Transferor Company or the Transferee Company shall be subject to the prior approval of the Board of Directors of the Transferee Company and the Transferor Company (as the case may be) and in accordance with the applicable laws.

14.2. Subject to the provisions of the Scheme, the profits of the Transferor Company, for the period beginning from the Appointed Date, shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit.

14.3. It is clarified that the aforesaid provisions in respect of declaration of dividends whether interim or final are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and/ or the Transferee Company to demand or claim or be entitled to any dividends which, subject to the provisions of the 1956/ 2013 Act, as may be applicable, shall be entirely at the discretion of the Board of Directors of the Transferor Company and Transferee Company, subject to such approval of the shareholders, as may be required.

15. CONSOLIDATION OF AUTHORISED SHARE CAPITAL

15.1. Upon this Scheme becoming effective, the authorised share capital of the Transferor Company shall be deemed to be added to the authorised share capital of the Transferee Company without any further act, instrument or deed or procedure or payment of any stamp duty and registration fees.

15.2. It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as required under Sections 13, 14, 61, 64 and other applicable provisions of the 2013 Act.

16. AMENDMENT TO THE MEMORANDUM OF ASSOCIATION OF THE TRANSFEREE COMPANY

16.1. In order to carry on the activities currently being carried on by the Transferor Company, upon coming into effect of the Scheme, the Main Objects in the Memorandum of Association of the Transferor Company shall be added to the Main Objects of the Memorandum of Association of the Transferee Company. Further, upon coming into effect of the Scheme, such Other/ Ancillary Clauses in the Memorandum of Association of the Transferor Company shall be added to the Other/ Ancillary Clauses in the Memorandum of Association of the Transferor Company, as may be considered necessary by the Board of Directors of the Transferee Company.

16.2. Upon the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 391 of the 1956 Act, it shall be deemed that the members of the Transferee Company have also resolved and accorded all relevant consents under Section 13 of the 2013 Act or any other provisions of the Act for the commencement of any business or activities currently being carried on by Transferor Company in relation to any of the objects contained in the Memorandum of Association of the Transferee Company, to the extent the same may be considered applicable. In particular, the Transferee Company would be allowed to commence the new business added as above. It is clarified that there will be no need to pass a separate shareholders' resolution as required under Section 13 of the 2013 Act.

17. EMPLOYEES OF THE TRANSFEROR COMPANY

17.1. All the employees of the Transferor Company, who are in service on the date immediately preceding the Effective Date shall on the Effective Date become and be engaged as the employees of the Transferee Company, without any break or interruption in service as a result of the transfer and on terms and conditions not less favourable than those on which they are engaged by the Transferor Company immediately preceding the Effective Date. Services of the employees of the Transferor Company shall be taken into account from the date of their respective appointment with the Transferor Company for the purposes of retirement benefits and other entitlements dependent on the period of service. For the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account.

17.2. On and from the Effective Date and with effect from the Appointed Date, the services of the employees of the Transferor Company will be treated as having been continuous, without any break, discontinuance or interruption, for the purpose of membership and the application of the rules or bye-laws of provident fund or gratuity fund or pension fund or other statutory purposes as the case may be.

17.3. It is expressly provided that, on the Scheme becoming effective and with effect from the Appointed Date, the provident fund, gratuity fund or any other special fund or trusts created or existing for the benefit of the staff, workmen and other employees of the Transferor Company shall become trusts/funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds or trusts or in relation to the obligation to make contributions to the said funds or trusts in accordance with the provisions thereof as per the terms provided in the respective trust deeds or other documents, if any. It is the aim and intent of the Scheme that all rights, duties, powers and obligations of the Transferor Company in relation to such funds or trusts shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees of the Transferor Company who are employed with the Transferee Company will be treated as having been continuous for the purpose of the said Fund or Funds. The Trustees including the Board of Directors of the Transferor Company and the Transferee Company or through any committee / person duly authorized by the Board of Directors in this regard shall be entitled to adopt such course of action in this regard as may be advised, provided however, that there shall be no discontinuation or break in the services of the employees of the Transferor Company.

18. VALIDITY OF EXISTING RESOLUTIONS, ETC.

18.1 Upon the coming into effect of the Scheme and with effect from the Appointed Date, the resolutions of the Transferor Company as are considered necessary by the Board of Directors of Transferee Company which are validly subsisting be considered as resolutions of Transferee Company. If any such resolutions have any monetary limits approved subject to the provisions of the 1956/ 2013 Act, as may be applicable or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of Transferee Company, shall be added to the limits, if any, under the like resolutions passed by Transferee Company.

19. DISSOLUTION OF TRANSFEROR COMPANY

19.1. Upon this Scheme becoming effective, the Transferor Company shall be dissolved without being wound up and without any further act by the parties to this Scheme.

19.2. On and with effect from the Effective Date, the name of the Transferor Company shall be struck off from the records of the appropriate Registrar of Companies. The Transferee Company shall make necessary filings in this regard.

20. APPLICATION TO HIGH COURT(S)

20.1. The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make and file all applications/ petitions to the High Court(s) where the registered offices of both the companies are situated, for sanction of this Scheme pursuant to Sections 391 to 394 and other applicable provisions of the 1956 Act, and for dissolution of the Transferor Company without being wound up.

20.2. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertaking and to carry on the business of the Transferor Company.

21. MODIFICATION OR AMENDMENTS TO THE SCHEME

21.1. Subject to the approval of the High Court(s), the Transferor Company and the Transferee Company through their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, are hereby empowered and authorised to assent from time to time to any modifications or amendments or conditions or limitations which the High Court(s) or any other Government Authority may deem fit to impose and to settle all doubts or difficulties that may arise for carrying out the Scheme and to do and execute all acts, deeds, matters and things as may be necessary for putting the Scheme into effect. The power of the Board of Directors of the Transferor Company and the Transferee Company shall be subject to the final approval of the High Court(s).

22. CONDITIONALITY OF THE SCHEME

22.1. This Scheme is and shall be conditional upon and subject to:

22.1.1. Approval of the Scheme by the requisite majority of each class of the respective members of the Transferor Company and the Transferee Company as may be directed by the High Court of Judicature at Hyderabad for the state of Telangana and Andhra Pradesh and the High Court of Judicature at Bombay respectively.

22.1.2. Sanctions and orders under the provisions of Section 391 to 394 of the 1956 Act being obtained by the Transferor Company and the Transferee Company from the High Court of Judicature at Hyderabad for the state of Telangana and Andhra Pradesh and theHigh Court of Judicature at Bombay respectively;

22.1.3. All other sanctions and approvals as may be required by law in respect of this Scheme being obtained.

23. EFFECT OF NON-RECEIPT OF APPROVALS AND MATTERS RELATING TO REVOCATION AND WITHDRAWAL OF THE SCHEME

23.1. In the event of any of the said approvals or conditions referred to in Clause 22 above not being obtained and/ or complied with and/or satisfied and/or the Scheme not being sanctioned by the High Court(s) and/or order or orders not being passed as aforesaid by June 30, 2016 or such other date as may be mutually agreed upon by the respective Board of Directors of the Transferor Company 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)), this Scheme shall stand revoked, cancelled and be of no effect. The Transferor Company and the Transferee Company shall, in such event, inter se bear and pay their respective costs, charges, expenses in connection with the Scheme.

23.2. In the event of revocation under sub-clause 23.1, no rights and liabilities whatsoever shall accrue to or be incurred inter se to the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person 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 is specifically provided in the Scheme or in accordance with the applicable law and in such case, each company shall bear its own costs unless otherwise mutually agreed.

23.3. The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to withdraw this Scheme prior to the Effective Date.

23.4. The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme with effect from the Appointed Date could have adverse implications on the combined entity post-amalgamation.

23.5. If any part of this Scheme hereof is invalid, ruled illegal by any High Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the Transferor Company and /or the Transferee Company, then in such case the Transferor Company and /or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Company and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part.

24. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses including stamp duty and registration fee of any deed, document, instrument or High Courts' orders including this Scheme or in relation to or in connection with negotiations leading up to 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 by the Transferee Company.

Complaints Report

(Commencing from the date of uploading the documents under Clause 24(f) of the Listing Agreement on the stock exchanges i.e. December 5, 2014 till the date of expiry of 21 days from the same i.e. December 26, 2014)

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	**Nil**
2.	Number of complaints forwarded by Stock Exchange	**Nil**
3.	Total Number of complaints/comments received (1+2)	**Nil**
4.	Number of complaints resolved	**NA**
5.	Number of complaints pending	**NA**

Part B

Sr. No.	Name of complainant	Date of complaint	Status (Resolved/Pending)
1.	-	-	-



NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

Ref: NSE/LIST/10929

January 15, 2015

The Company Secretary
Tata Consultancy Services Limited
11th floor, Air India Building,
Nariman Point, Mumbai – 400021.

Kind Attn.: Mr. Suprakash Mukhopadhyay

Dear Sir,

Sub: Observation letter for draft Scheme of Amalgamation between CMC Limited and Tata Consultancy Services Limited and their respective shareholders under Section 391 to 394 and other applicable provisions of the Companies Act, 1956.

This has reference to draft Scheme of Amalgamation between CMC Limited and Tata Consultancy Services Limited and their respective shareholders submitted to NSE vide your letter dated December 05, 2014.

Based on our letter reference no Ref: NSE/LIST/8827 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 January 15, 2015, has given following comments on the draft Composite Scheme of Arrangement and Amalgamation:

"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 Company is advised:

a. That the objections/observation of the Exchange shall be incorporated in the petition to be filed before the Hon'ble High Court and the Company is obligated to bring the aforesaid objections to the notice of the Hon'ble High Court;
b. To request the Hon'ble High Court to serve a notice on Stock Exchange and SEBI, in case if any clarification is required w.r.t. issue of 'No-objection' to enable Stock Exchange and SEBI to appear before the Hon'ble High Court.
c. To provide a copy of advertisement to Stock Exchange, in case the Hon'ble High Court directs the company to advertise the scheme inviting objections, if any, to the scheme, before approving the scheme.

Exchange Plaza, Bandra Kurla Complex, Bandra (E), Mumbai 400051, India. • Tel: +91 22 26598235/36, 26598346 • Fax: +91 22 26598237/38
E-mail : cmlist@nse.co.in • Web site: www.nseindia.com

The validity of this "Observation Letter" shall be six months from January 15, 2015, 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

Kamlesh Patel
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

BSE Limited Registered Office : Floor 25, P J Towers, Dalal Street, Mumbai 400 001 India
T:+91 22 2272 1234 / 33 F:+91 22 2272 1003 www.bseindia.com
Corporate Identity Number : U67120MH2005PLC155188

EXPERIENCE THE NEW

DCS/AMAL/JS/24(f)/270/2014-15

January 15, 2015

The Company Secretary
Tata Consultancy Services Limited
Nirmal Building,
9th Floor, Nariman Point,
Mumbai – 400 021
Maharashtra.

Dear Sir / Madam,

Sub: Observation letter regarding the Scheme of Arrangement involving Amalgamation of CMC Ltd with Tata Consultancy Services Ltd.

We are in receipt of Scheme of Arrangement involving Amalgamation of CMC Ltd with Tata Consultancy Services Ltd.

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 January 15, 2015 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

Pooja Sanghvi
Asst. Manager

TATA CONSULTANCY SERVICES LIMITED

CIN - L22210MH1995PLC084781
Registered Office: 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Phone: 91 22 67789595 **Fax:** 91 22 67789660 **E-mail** investor.relations@tcs.com **Website** www.tcs.com

ATTENDANCE SLIP

COURT CONVENED MEETING OF SHAREHOLDERS ON TUESDAY, APRIL 28, 2015 AT 10.00 AM.

Mr./Mrs./Miss.....

Address.....

Folio No. (Physical holding)..... DPID (Demat holding) .....Client ID..... No. of shares held.....

I/We certify that I/We am/are registered shareholder / proxy for the registered shareholder of the company.
I/We hereby record my/our presence at the Court Convened Meeting of the Company on Tuesday April 28, 2015, at Birla Matushri Sabhagar, 19, Sir Vithaldas Thackersey Marg, New Marine Lines, Mumbai 400 020, at 10.00 a.m.

(Signature of Shareholders/proxy(s)): _____

Note: Shareholders/proxyholder(s) are requested to bring the attendance slips with them when they come to the meeting and hand over them at the entrance after affixing their signatures on them.

TATA CONSULTANCY SERVICES LIMITED

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SUMMONS FOR DIRECTION NO. 194 OF 2015

IN THE MATTER of the Companies Act, 1956;
AND
IN THE MATTER of Sections 391 to 394 of the Companies Act, 1956;
AND
IN THE MATTER of Tata Consultancy Services Limited;
AND
IN THE MATTER of Scheme of Amalgamation of CMC Limited with Tata Consultancy Services Limited and their respective shareholders.

Tata Consultancy Services Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021, Maharashtra.

.....APPLICANT COMPANY

PROXY FORM

Name of the member (s) :
Registered address :
E-mail ID :
Folio No / Client ID :
DP ID :
Number of Share(s) held :
I /We, being the member (s) of ……. Shares of Tata Consultancy Services Limited, hereby appoint

1. Name : ……..E-mail Id :.....
   Address :.....
   Signature : ……..... , or failing him
2. Name : ……..E-mail Id :.....
   Address :.....
   Signature : ……..... , or failing him
3. Name : ……..E-mail Id :.....
   Address :.....
   Signature : ……..... , or failing him

as my / our proxy, to act for me/ us at the Court Convened Meeting of the Equity Shareholders to be held on Tuesday, April 28, 2015 at 10.00 a.m. at Birla Matushri Sabhagar, 19, Sir Vithaldas Thackersey Marg, New Marine Lines, Mumbai 400 020, for the purpose of considering and if thought fit, approving, with or without modification(s), the Scheme of Amalgamation of CMC Limited with Tata Consultancy Services Limited and their respective shareholders 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' after the word resolution) 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 ……. 2015

Signature of shareholder(s)

Sole/first Holder.....
Second Holder.....
Third Holder.....

Please Affix Revenue Stamp

Signature of Proxy……..

NOTES:

1. **This form in order to be effective should be duly completed and deposited at the Registered Office of the Company at 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021, 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 jointholders may use copies of this Attendance slip/Proxy.**

TATA CONSULTANCY SERVICES LIMITED

CIN - L22210MH1995PLC084781
Registered Office: 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Phone: 91 22 67789595 **Fax:** 91 22 67789660 **E-mail:** investor.relations@tcs.com
Website www.tcs.com

BALLOT FORM

Serial No. :

1. Name and Registered Address of the sole / first named shareholder :

2. Name(s) of the Joint Holder(s) if any :

3. Registered Folio No. / DP ID & Client ID :

4. Number of Share(s) held :

5. I/We hereby exercise my/our vote(s) in respect of the following resolution stated in the Notice of the Court Convened Meeting of the Company to be held on Tuesday, April 28, 2015 by sending my/our assent or dissent to the said Resolution by placing the tick (✓) mark at the appropriate box below:

Item no.	Description of Resolution	No. of shares	(FOR)	(AGAINST)
			I/We assent to the Resolution	I/We dissent the Resolution
1.	For approving the Scheme of Amalgamation of CMC Limited with Tata Consultancy Services Limited and their respective shareholders under Sections 391 to 394 of the Companies Act, 1956.			

Place :

Date :

(Signature of the Shareholder)

NOTE: Please read the instructions given overleaf carefully before exercising your vote.

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E-voting facility particulars (to be retained with the shareholder)

EVEN (e-Voting EVENT Number)	User ID	Password

INSTRUCTIONS

1. This Ballot Form is provided for the benefit of Members who do not have access to e-voting facility.
2. A Member can opt for only one mode of voting i.e. either through e-voting or by Ballot. If a Member casts votes by both modes, then voting done through e-voting shall prevail and Ballot shall be treated as invalid.
3. For detailed instructions on e-voting, please refer to the notes appended to the Notice of the Meeting.

Process and manner for Members opting to vote by using the Ballot Form:

1. Please complete and sign the Ballot Form (no other form or photo copy thereof is permitted) and send it so as to reach the Scrutinizer , Mr. P.N. Parikh, Practicing Company Secretary, at the self address envelope enclosed with the form.
2. The Form should be signed by the Member as per the specimen signature registered with the Company/Depository. In case of joint holding, the Form should be completed and signed by the first named Member and in his/her absence, by the next name joint holder. A Power of Attorney (PoA) holder may vote on behalf of a Member, mentioning the registration number of the PoA registered with the Company or enclosing an attested copy of the PoA. Exercise of vote by ballot is not permitted through proxy.
3. In case the shares are held by companies, trusts, societies, etc. the duly completed Ballot Form should be accompanied by a certified true copy of the relevant Board Resolution/Authorization.
4. Votes should be cast in case of the resolution, either in favour or against by putting the tick (✓) mark in the column provided in the ballot.
5. The voting right of the members shall be in proportion to the paid up value of their shares in the equity share capital of the company.
6. Duly completed Ballot Form should reach the Scrutinizer not later than Monday, April 27, 2015 (5 pm IST). Ballot Form received after Monday, April 27, 2015 will be strictly treated as if the reply from the Members has not been received.
7. A Member may request for a duplicate Ballot Form, if so required. However, duly filled in and signed duplicate Form should reach the Scrutinizer not later than the date and time specified in serial no. 6 above.
8. Unsigned, incomplete, improperly or incorrectly tick marked Ballot Forms will be rejected. A Form will also be rejected if it is received torn, defaced or mutilated to an extent which makes it difficult for the Scrutinizer to identify either the Member or as to whether the votes are in favour or against or if the signature cannot be verified.
9. The decision of the Scrutinizer on the validity of the Ballot will be final.