



**Mindtree**

*Welcome to possible*

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

**Ref: MT/STAT/CS/17-18/43**

**June 14, 2017**

BSE Limited (Bombay Stock Exchange)  
Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai 400 001

National Stock Exchange of India Limited  
Exchange Plaza, Bandra Kurla Complex,  
Bandra East, Mumbai 400 051

**Dear Sirs,**

Subject: NSE observation letter bearing reference number NSE/LIST/61510 with regard to Composite Scheme of Amalgamation of Mindtree Limited and Discoverture Solutions LLC and Relational Solutions Inc. dated Feb 16, 2016

BSE observation letter bearing reference number DCS/AMAL/MN/IP/336/2015-16 with regard to Composite Scheme of Amalgamation of Mindtree Limited and Discoverture Solutions LLC and Relational Solutions Inc. dated March 18, 2016

Dear Sir,

With reference to the above letter, we hereby submit the following documents for your perusal:

- A. Copy of the Scheme as approved by the National Company Law Board Tribunal (NCLT)
- B. Result of Voting by Shareholders approving the Scheme.
- C. Copy of observation letters of BSE and NSE.
- D. Complaints Report as per Annexure II of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 from Oct 20, 2015 (from the date of filing of the scheme with stock exchanges) to June 12, 2017 (till date).
- E. Letter of confirmation.

Thanking you,  
Yours sincerely,

for **Mindtree Limited**

**Vedavalli S**  
**Company Secretary**

**COMPOSITE SCHEME OF AMALGAMATION  
OF**

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

**PART I**

**PRELIMINARY**

- A.** This Composite Scheme of Amalgamation provides for the amalgamation of (i) Discoverture Solutions L.L.C., having its registered office at 16100 North 71<sup>st</sup> Street, suite 250, Scottsdale, Arizona 85254 (i.e. the “**Transferor Company 1**”) and (ii) Relational Solutions Inc, having its registered office at Great Northern Corp Centre III, 25050 Country club Blvd, Suite 105, North Olmsted, Ohio 44070, (i.e. the “**Transferor Company 2**”) with Mindtree Limited, having its registered office at Global Village, RVCE Post, Mysore Road, Bangalore 560 059 (i.e. the “**Transferee Company**”) pursuant to the relevant provisions of the Companies Act, 1956.
- B.** Transferor Company 1 and Transferor Company 2 (jointly referred to as the “**Transferor Companies**”) are wholly owned subsidiaries of the Transferee Company.
- C.** The Transferor Company 1 was incorporated on October 1, 2002, as per the provisions of the Arizona Limited Liability Company Act, 1992, (“**ALLC Act**”), Arizona Revised Statutes, Title 29, and Chapter 4. The Transferor Company 1 is involved in the business of providing technology services for property and casualty insurance and healthcare industries.
- D.** The Transferor Company 2 was incorporated on January 22, 1996, as per the provisions of the General Corporation Law of the State of Ohio, Sections 1701.01 to 1701.99 of the Ohio Revised Code (“**ORC**”). The Transferor Company 2 is involved in the business of providing technology services for consumer products and goods industries.
- E.** The Transferee Company was incorporated as a private company on August 5, 1999, under the name MindTree Consulting Private Limited as per the provisions of the Companies Act, 1956. Subsequently, MindTree Consulting Private Limited ceased to be a private company and the name of the Transferee Company was changed to MindTree Consulting Limited on November 6, 2006. Subsequently on March 28, 2008, the name of the Transferee Company was changed from MindTree



Consulting Limited to Mindtree Limited. The Transferee Company is involved in the business of software and technology related services, product development services, information management services etc.

- F. The merger of the Transferor Companies under this Scheme of Amalgamation will be effected as a Scheme under the provisions of the other Applicable Laws and under Sections 391 to 394 of the Companies Act, 1956.
- G. Under the laws of the States of Arizona, this transaction will be characterised as a merger of a Arizona Limited Liability Company with and into a foreign company, with the survivor being a foreign company, pursuant to the Arizona Entity Restructuring Act (“AER Act”), Title 29, Chapter 6 of the Arizona Revised Statutes, and specifically Article 2 of said Chapter, Arizona Revised Statutes §29-2201 et. seq.
- H. Under the laws of the State of Ohio, this transaction will be characterised as a merger of a domestic corporation with and into a foreign parent corporation, with the survivor being a foreign company, pursuant to the Ohio Revised Code Section 1701.80.
- I. By this Scheme of Amalgamation it is proposed to amalgamate the Transferor Companies with the Transferee Company, for the purposes of better, efficient and economical management, control and running of the businesses, and for further development and growth of the business of the Transferee Company and for administrative convenience. The proposed amalgamation between the Transferor Companies and the Transferee Company shall result in the following, benefits, amongst others, to both companies, their respective members and creditors.
  - (i) The amalgamation will enable the Transferee Company to integrate its business operations and provide significant impetus to the growth of the Transferee Company. The consolidation of the activities by way of an amalgamation will lead to synergies of operations and a stronger and wider capital and financial base for future growth/expansion. The combined entity will have a bigger portfolio of services targeted at a wider array of customers, which will strengthen its competitive position in providing IT services /software & technology related services markets This will also enable the Transferee Company to address newer solutions and services to its customers and to transferor’s customers and enhance its marketing capabilities.
  - (ii) The amalgamation will result in economy of scales and reduction in overheads, administrative, managerial and other expenditure, operational rationalisation, organisational efficiency, and optimal utilisation of various resources.



- (iii) The managerial expertise of the Transferor Companies will contribute to the strength of the Transferee Company. Consequently, the Transferee Company will offer a strong financial structure to all creditors including the creditors of the Transferor Companies, facilitate resource mobilisation and achieve better cash flows. This would contribute substantially towards enhancement of shareholder's value of the Transferee Company.
- (iv) Duplication of administrative functions will be eliminated together with the multiple record - keeping resulting in reduced expenditure.
- (v) This amalgamation will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company.
- (vi) The banks, creditors and institutions, if any, are not affected by the proposed amalgamation as their security is maintained.
- (vii) There shall be impetus and increase in the area of sales, network of the Transferee Company apart from reduction in costs.
- (viii) The amalgamation shall result in the combination of manpower of both the companies and a single management structure for the companies.
- (ix) The combined managerial and technical expertise would enable the Transferee Company to develop a business model that would be competitive and cogent.

## PART II

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

### 1. DEFINITIONS AND INTERPRETATIONS

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

- 1.1 "Act" means the Companies Act, 1956, as may be applicable, including any statutory modifications, re-enactments or amendments thereto and shall include the relevant and corresponding sections under the Companies Act, 2013, as and when the same are made applicable before the Effective date of the Scheme.
- 1.2 "AER Act" shall mean Arizona Entity Restructuring Act, A.R.S. §29-2201 et seq.



- 1.3 “**ALLC Act**” shall mean Arizona Limited Liability Company Act, A.R.S. §29-601 et seq.
- 1.4 “**A.R.S.**” means Arizona Revised Statutes.
- 1.5 “**Appropriate Authorities**” means any governmental, statutory, regulatory, department or public body or authority of the relevant jurisdiction, including, if applicable, Securities and Exchange Board of India, stock exchanges, Registrar of Companies, Courts and other regulatory authorities of the State of Arizona, United States of America, the State of Ohio, United States of America and India in each case.
- 1.6 “**Appointed Date**” means April 1, 2015.
- 1.7 “**Applicable Laws**” shall include all applicable:
- (i) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable country and/or jurisdiction; and
  - (ii) judicial, quasi-judicial and/or administrative decisions, interpretations, directions, directives, licenses, permits, judgments, writs, injunctions, arbitral awards, decrees, orders, terms and conditions of governmental or regulatory approvals or agreements with any governmental or regulatory authority.
- 1.8 “**Effective Date**” means last of the dates specified in Clause 13 of this Scheme.
- 1.9 “**ORC**” means Ohio Revised Code.
- 1.10 “**Order**” means the order of the High Court of Karnataka, sanctioning the Composite Scheme of Amalgamation.
- 1.11 “**Scheme**” or “**The Scheme**” means this Composite Scheme of Amalgamation in its present form as approved by the Board of Directors of the Transferor Companies and Transferee Company subject to such modification(s) made under Clause 12 of this Scheme as the High Court of Karnataka may impose on the Transferee Company and such modifications which the Transferor Companies may deem necessary subject to the approval of the same by the High Court of Karnataka.
- 1.12 “**Transferee Company**” means Mindtree Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Global Village, RVCE Post, Mysore Road, Bangalore 560 059.
- 1.13 “**Transferor Company 1**” means Discoverture Solutions L.L.C., an Arizona limited liability company incorporated in the State of Arizona, United States of



America, under the Arizona Limited Liability Company Act, Arizona Revised Statutes, Title 29, Chapter 4 and having its place of business at 16100 North 71<sup>st</sup> Street, suite 250, Scottsdale, Arizona 85254.

- 1.14** “**Transferor Company 2**” means Relational Solutions Inc, incorporated as per the provisions of the General Corporation Law of the State of Ohio, Sections 1701.01 to 1701.99 of the ORC and having its place of business at Great Northern Corp Centre III, 25050 Country club Blvd, Suite 105, North Olmsted, Ohio 44070.
- 1.15** “**Undertaking of the Transferor Companies**” means the business of the Transferor Companies and includes:
- (a) all the assets of the Transferor Companies as on the Appointed Date;
  - (b) all liabilities of the Transferor Companies as on the Appointed Date;

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



Transferor Companies on the Appointed Date and all other obligations of whatsoever kind including liabilities for payment of gratuity, pension benefits, provident fund or compensation in the event of retrenchment and all other interests arising to the Transferor Companies and any accretions or additions thereto after the Appointed Date.

- 1.16 Reference in the Scheme to “upon the Scheme becoming effective” or “effectiveness of the Scheme” shall mean the Effective Date.

## 2. SHARE CAPITAL

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

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

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

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

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

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

## 3. AMALGAMATION OF COMPANIES

### 3.1 TRANSFER AND VESTING OF ASSETS

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



Company so as to become as and from the Appointed Date, the estate, assets, rights, title and interest of the Transferee Company.

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

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

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

3.1.2.3 In respect of movable assets, other than those specified in Clause 3.1.2.1 above, including all businesses through /with existing sub-brokers / authorised persons /clients and related rights & obligations, undertakings / records / know your customer documents, sundry debtors, outstanding loans, advances recoverable in cash or in kind or for value to be received, bank balances, cash balances and deposits with Government, Semi Government, local and other authorities, bodies and customers, etc., the same shall be so transferred by the Transferor Companies, and shall become





the property of the Transferee Company in pursuance of the provisions of Section 394 of the Companies Act, 1956 and provisions of A.R.S. §29-2206.A.3 in relation to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws without requiring any deed or instrument of conveyance for the same and further it shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such debts, loans, advances or deposits have arisen in order to give effect to the provisions of this Clause. The Transferee Company may, if required, give notice in such form as it may deem fit and proper to such person, debtor or deposittee that pursuant to the High Court of Karnataka having sanctioned the Scheme, the said person, debtor or deposittee should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realise the same is in substitution of the right of the Transferor Companies. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

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



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

- 3.1.2.6 Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme and receipt of third party consents if necessary, all contracts, deeds, bonds, agreements, arrangements including but not limited to all direct and indirect tax exemptions and/or deferral benefits and/or any other direct or indirect tax benefits and all other instruments of whatsoever nature to which the Transferor Companies are parties or to the benefit of which Transferor Companies may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectually as if, instead of Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, wherever and if necessary, enter into and/or issue and/or execute deeds, writings or confirmations, enter into any tripartite arrangements, confirmations or novations to which Transferor Companies will also be a party in order to give formal effect to the provisions of this clause. Similarly, the exemption privilege and benefits under direct and indirect taxes availed/ enjoyed currently by the Transferor Companies shall continue to be available in the hands of the Transferee Company unhindered even after/upon coming into effect of this Scheme.
- 3.1.2.7 All the profits or incomes accruing or arising to the Transferor Companies, or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses or taxes of the Transferee Company, as the case may be.
- 3.1.3 It is clarified that all assets and receivables whether contingent or otherwise of the Transferor Companies as on start of business on the Appointed Date whether provided for or not, in the books of accounts and all other assets or receivables which may accrue or arise on or after the Appointed Date but which relate to the



period up to the Appointed Date shall be the assets and receivables or otherwise as the case may be of the Transferee Company.

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

### 3.2 TRANSFER OF LIABILITIES

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

- 3.2.1 All secured and unsecured debts, (whether in Rupees or in foreign currency) all liabilities, duties and obligations of the Transferor Companies (hereinafter referred to as the “said Liabilities”) shall also be and stand transferred or be deemed to be and stand transferred, without any further act, instrument or deed, to the Transferee Company, pursuant to the provisions of Section 394 of the Companies Act, 1956 and provisions of A.R.S. §29-2206.A.3 in relation to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws so as to become as and from the Appointed Date the debts, liabilities, duties and obligations of the Transferee Company such that it shall not



be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause. Provided always that nothing in this clause shall or is intended to enlarge the security for any loan, deposit or other indebtedness created by the Transferor Companies prior to the Appointed Date which shall be transferred to and be vested in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be required or obliged in any manner to create any further or additional security thereof after the Appointed Date or otherwise. The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, execute deeds of confirmation in favour of the creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies were parties or any writings, as may be necessary, in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

- 3.2.2 Any loans or other obligations due between or amongst the Transferor Companies and the Transferee Company shall stand discharged and there shall be no liability or debt in that behalf. It is clarified that all debts, liabilities, duties, responsibilities and obligations of the Transferor Companies as on start of business on the Appointed Date whether provided for or not in the books of accounts and all other liabilities etc which may accrue or arise on or after the Appointed Date but which relates to the period up to the Appointed Date shall be the debts, liabilities, duties and obligations of the Transferee Company.
- 3.2.3 All the loans advanced and other facilities sanctioned to the Transferor Companies by its bankers/financial institutions prior to the Appointed Date which are partly drawn/utilised shall be deemed to be the loans/advances sanctioned to the Transferee Company and the said loans and advances shall be drawn/utilised either partly or fully by the Transferor Companies from the Appointed Date till the Effective Date and all the loans/advances and/or other facilities so drawn by the Transferor Companies shall on the Effective Date be treated as the advances and loans made available to the Transferee Company and any balance in the said accounts shall be transferred to the Transferee Company and all the obligations of the Transferor Companies under any loan agreement shall be construed as and shall become the obligation of the Transferee Company without any further act or deed on the part of the Transferee Company.
- 3.2.4 The Transferee Company may at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation, in favour of the secured creditors of the Transferor Companies or in favour of any other party to



any contract or arrangement to which they are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliance referred to above on their part to be carried out or performed.

- 3.2.5 It is hereby clarified that merely the increase in the size and turnover of the Transferee Company subsequent to this Scheme shall not have the effect of increasing any liability or penalty on the Transferee Company for any matters that arise prior to the Appointed Date.
- 3.2.6 Upon coming into effect of the Scheme, benefits of all taxes paid including any advance tax and tax deductions right to carry forward and set off unabsorbed losses, unused tax credits, tax deductions and depreciation by the Transferor Companies from the Appointed Date, regardless of the period to which they relate, shall be deemed to be paid for and on behalf of and to the credit of the Transferee Company as effectively as if the Transferee Company has paid or incurred the same and shall be deemed to be the rights/claims of the Transferee Company.
- 3.2.7 The existing social security or labour welfare schemes, and pension and / or superannuation fund or trusts created by the Transferor Companies or any other special funds created or existing for the benefit of the employees of the Transferor Companies shall at an appropriate stage be transferred to the relevant funds of the Transferee Company and till such time shall be maintained separately.
- 3.2.8 The Transferee Company, if necessary shall take steps for suitable alterations in the Memorandum of Association and Articles of Association so as to enable it to implement this Scheme as may be required.

### **3.3 CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS.**

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

### **3.4 TREATMENT OF TAXES PAID BY THE TRANSFEROR COMPANIES:**



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

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

- 3.5.1 This Scheme has been drawn up to comply and come within the definition and conditions relating to "Amalgamation" as specified under Section 2(1B) and Section 47 of the Income Tax Act, 1961.
- 3.5.2 If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said sections of the Income Tax Act, 1961, at a later date, including resulting from an amendment of any Applicable Law or for any other reason whatsoever, the Scheme shall stand modified/ amended to the extent determined necessary to comply and come within the definition and conditions relating to "Amalgamation" as specified in the Income Tax Act, 1961. In such an event the clauses which are inconsistent shall be read down or if the need arises be deemed to be deleted and such modification/reading down or deemed deletion shall however not affect the other parts of the Scheme.
- 3.5.3 Any refund under the tax laws received by or due to the Transferor Companies consequent to any assessments made on the Transferor Companies subsequent to the Appointed Date pertaining to the business transferred and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date, shall also belong to and be received by the Transferee Company.

### **4. TRANSFER OF EMPLOYEES**

On the Effective Date:

- 4.1 The services of all the employees of the Transferor Companies shall stand transferred to the Transferee Company on the terms and conditions not less beneficial to such employees than those subsisting with reference to the Transferor Companies. The position, rank, and designation of the employees would be decided by the Transferee Company.
- 4.2 The services of such employees shall not be treated as broken or interrupted for the purposes of bonus, provident fund, gratuity, superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the respective Transferor Companies, as the case maybe.



- 4.3 Subject to Clause 4.1, the Transferee Company shall have the right to transfer such employees to any unit, division, profit/cost centre or department of the Transferee Company situated anywhere in India or abroad if warranted and as may be deemed necessary from time to time.
- 4.4 The Transferee Company shall assume all of the rights, obligations, and liabilities of the Transferor Companies in connection with any immigration related matters including any programs, fillings, etc in the United States of America.
- 4.5 In regard to labour welfare fund or social security benefits or any other special fund created or existing for the benefit of such employees of the Transferor Companies, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever relating to the administration or operation of such schemes or funds in relation to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Companies in relation to such schemes or funds shall become those of the Transferee Company and if necessary the names of the aforesaid funds or schemes will be suitably changed. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continuous for the purpose of the aforesaid schemes, fund, trusts, etc. In the event that the trustees/funds are constituted as holders of any securities, trust funds of trust monies, in relation to any provident fund trust, gratuity trust or superannuation trust of the Transferor Companies, such funds/securities/ monies shall be transferred by such funds/ trustees of the trusts of the Transferor Companies to such funds/trustees of the trusts of the Transferee Company as may be existing or set up for the same purpose and object and such transfer shall be deemed to be a transfer of trust property from one set of trustees to another set of trustees in accordance with the provisions of the Applicable Laws and relevant stamp legislation as applicable. In such case, appropriate Deed(s) of Trust and/or documents for transfer of trust properties shall be executed simultaneously upon the sanction of the Scheme in accordance with the terms hereof by the trustees in favour of the trusts of the Transferee Company so as to continue the benefits of the employees. For this purpose such funds or schemes of the Transferor Companies may be continued and/or amalgamated with and/or transferred to the similar funds/schemes of the Transferee Company, if the Transferee Company considers so desirable or deemed fit for the smooth administration, management, operation and uniformity of such funds/schemes so however, that such funds/schemes do not become less favourable to the employees of the Transferor Companies with reference to those on the date preceding the Effective Date. The trustees including the Board of Directors of the Transferee Company shall be entitled to adopt such course in this regard as may be advised provided however that there shall be no discontinuation or breakage in the service of the employees of the Transferor Companies.



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

## 5. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

- 5.1 With effect from the Appointed Date and upto and including the Effective Date:
- 5.1.1 the Transferor Companies shall be deemed to have been carrying on and shall carry on all their business(es) and activity(ies) and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all of the assets of the Transferor Companies for and on account of and in trust for the Transferee Company. The Transferor Companies hereby undertake to hold the said assets with utmost prudence until the Effective Date.
- 5.1.2 the Transferor Companies shall carry on their business and activities with reasonable diligence, business prudence in the ordinary course of business and shall not (without the prior written consent of the Transferee Company) alienate, charge, mortgage, encumber or otherwise deal with or dispose off any of its units/undertakings or any part thereof except pursuant to any pre-existing obligation undertaken by the Transferor Companies prior to the Appointed Date.
- 5.1.3 all the profits or income accruing to the Transferor Companies or expenditure or losses arising or incurred or suffered by Transferor Companies shall pursuant to coming into effect of the Scheme for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure, as the case may be, of the Transferee Company.
- 5.2 Save as provided for in this Scheme, the Transferor Companies shall not make any change in their capital structure either by any increase (*by fresh issue of equity shares whether by way of public issue, private placement, on a rights basis, or issuance of bonus shares, convertible debentures or otherwise*), decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner which may, in any way, affect the operation of the Scheme, except by mutual consent of the respective Boards of Directors of the Transferor Companies and Transferee Company.
- 5.3 The Transferor Companies shall also be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authority, as are necessary for such consents, approvals and sanctions which the Transferee Company may require.





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

## **6 CONCLUDED MATTERS**

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

## **7 DISOLUTION OF THE TRANSFEROR COMPANY**

- 7.1 On the Scheme becoming effective, Transferor Company 1 shall stand dissolved without being wound up pursuant to the provisions of the AER Act, A.R.S. §29-2206.A.2 and Transferor Company 2 shall stand dissolved without being wound up pursuant to the provisions of the ORC Section 1701.82(A)(1).
- 7.2 The Transferor Company 1 shall be required to file all necessary documents including those set out in A.R.S. §29-2202 of the AER Act with the Arizona Corporation Commission along with this Scheme and corporate resolution of the Transferor Company 1 and the Transferor Company 1 will be struck off the register maintained by the Arizona Corporation Commission effective the date of the merger under the laws of India.
- 7.3 The Transferor Company 2 shall be required to file all necessary documents including those set out in ORC Section 1701.92 with the Secretary of State of Ohio along with this Scheme and corporate resolution of the Transferor Company 2 and the Transferor Company 2 will be struck off the register maintained by the Secretary of State of Ohio effective the date of the merger under the laws of India.

## **8 CONSIDERATION BY THE TRANSFEE COMPANY**

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



## **9 ACCOUNTING TREATMENT**

- 9.1 The Transferee Company shall, upon the Scheme becoming operative, record the assets and liabilities of the Transferor Companies vested in it pursuant to this Scheme, at the respective book value in accordance with the applicable accounting standards.
- 9.2 The investments made in the share capital of the Transferor Companies by Transferee Company will stand cancelled.

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

## **10 PENDING LEGAL PROCEEDINGS**

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

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

- 11.1 The Transferee Company shall, with all reasonable dispatch, make application to the High Court of Karnataka where the registered office of the Transferee Company is situated, for sanctioning this Scheme under Section 391 to 394 of the Companies Act, 1956 for an Order or Orders thereof sanctioning this Scheme and for carrying this Scheme into effect.
- 11.2 The Transferor Company 1 shall initiate and pursue all actions necessary under the ALLC Act, the AER Act and provisions of any other Applicable Law under the State of Arizona, United States of America for sanctioning of the Scheme and obtain all such approvals if any, as may be required under the relevant Applicable Laws, including the AER Act, A.R.S. §29-2201 et seq.



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

## **12 MODIFICATIONS/AMENDMENTS TO THE SCHEME**

- 12.1 The Transferor Companies and Transferee Company by their respective Boards of Directors may make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. The Transferor Companies and Transferee Company by their respective Boards of Directors shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.
- 12.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate(s)/ representative(s) of the Transferee Company may give and are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

## **13 SCHEME CONDITIONAL ON APPROVALS/SANCTIONS**

- 13.1 The Scheme is condition on and subject to:
- 13.1.1 Approval of the Scheme by the requisite majority of the members, creditors and such class of persons of the Transferee Company as may be directed by the High Court of Karnataka on applications made for directions under section 391 of the Companies Act, 1956.
- 13.1.2 Approval of the Scheme by the Board of Directors or of the member(s) of the Transferor Company 1 as may be prescribed under the applicable provisions of the ALLC Act, the AER Act and all other Applicable Laws.
- 13.1.3 Approval of the Scheme by the Board of Directors or of the member(s) of the Transferor Company 2 as may be prescribed under the applicable provisions of the ORC and all other Applicable Laws



- 13.1.4 Sanctions and Orders under the provisions of Section 391 read with Section 394 of the Companies Act, 1956 being obtained by the Transferee Company from the High Court of Karnataka.
- 13.1.5 All other sanctions and approvals as may be required by any Applicable Law in respect of this Scheme being obtained.
- 13.2 It is clarified that the provisions of paragraph 5.16 (a) introduced through circular bearing no CIR/CFD/DIL/8/2013 dated May 21, 2013 as an amendment to the circular bearing no CIR/CFD/DIL/5/2013 dated February 4, 2013 issued by the Securities and Exchange Board of India shall not be applicable to this Scheme.
- 13.3 This Scheme, although to come into operation from the Appointed Date, shall not become effective until the last of the following dates, namely:
- 13.3.1 That on which the last of the aforesaid consents, approvals, permissions, resolutions, assignments and orders as mentioned in Clause 13.1 shall be obtained or passed.
- 13.3.2 That on which all necessary certified copies of Orders under Sections 391 and 394 of the Companies Act, 1956 shall be duly filed with the Registrar of Companies, Karnataka and such other Appropriate Authority located in the State of Arizona and the State of Ohio, United States of America, if so required.

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

#### **14 OPERATIVE DATE OF THE SCHEME**

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

#### **15 COSTS**

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

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

In the event of any of the said sanctions and approvals referred to in Clause 13 above not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the High Court of Karnataka and/or Order or Orders not



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

- oo00oo -





**Mindtree**

*Welcome to possible*

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

**Ref: MT/STAT/CS/2016-17/38**

**June 16, 2016**

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

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

**Dear Sirs,**

**Kind Attention - Mr. Gopala Krishna and Mr. Hari**

**Subject: Outcome of Court Convened meeting of Mindtree Limited**

This is further to our letter dated May 18, 2016 forwarding the copy of notices for convening the meetings of unsecured creditors and equity shareholders of the Company in accordance with the directions of Hon'ble High Court of Karnataka for approving the Composite Scheme of Amalgamation of Discoveriture Solutions L.L.C ("the Transferor Company 1") and Relational Solutions Inc. ("the Transferor Company 2") with Mindtree Limited ("Transferee Company").

We wish to bring to your notice that the said Court Convened meetings were held on June 14, 2016 at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru - 560 001, at the respective scheduled times as per the order of Hon'ble High Court of Karnataka.

In the aforesaid meetings:

- Unsecured creditors of the Company have approved the Composite Scheme of Amalgamation of Discoveriture Solutions L.L.C ("the Transferor Company 1") and Relational Solutions Inc. ("the Transferor Company 2") with Mindtree Limited ("Transferee Company") unanimously;
- Shareholders have approved the Composite Scheme of Amalgamation of Discoveriture Solutions L.L.C ("the Transferor Company 1") and Relational Solutions Inc. ("the Transferor Company 2") with Mindtree Limited ("Transferee Company") with requisite majority.

Please note that the resolutions at the above meetings have been passed with requisite majority as prescribed under applicable Laws and as per the order of the Hon'ble High Court of Karnataka.

Please find enclosed the Scrutinizer's Report for the Shareholders Meeting for your reference.

This is for your information, records and necessary action. Kindly acknowledge receipt.

Thanking you,  
Yours truly,

**for Mindtree Limited**

**Vedavalli S**  
**Company Secretary**



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

T + 91 80 6706 4000  
F + 91 80 6706 4100  
W [www.mindtree.com](http://www.mindtree.com)



**Nagendra D. Rao, B.Com., LL.B., F.C.S.**  
Practising Company Secretary

June 16, 2016

Mr. Krishnakumar Natarajan,  
Chairman appointed by the Hon'ble High Court of Karnataka  
for the Meeting of the Members of Mindtree Limited  
Global Village, RVCE Post,  
Mysore Road,  
Bengaluru - 560 059.

Dear Sir,

Sub: Consolidated - Scrutinizer's Report on physical ballot forms / remote e-voting conducted pursuant to the provisions of Section 108 of the Companies Act, 2013 ("the Act") read with Rule 20 (3) (xii) of the Companies (Management and Administration) Rules, 2014 and voting on Poll in pursuant to Section 109 of the Companies Act, 2013 at the meeting for the court convened meeting of the Equity Shareholders held on Tuesday, 14th June, 2016 at 12.00 PM., at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru - 560 001..

I, Nagendra D. Rao, Practising Company Secretary, 543 / A, 7<sup>th</sup> Main, 3<sup>rd</sup> Cross, Hanumanthanagar, Bangalore - 560 019, had been appointed by the Board of Directors of the Company as Scrutinizer on May 10, 2016, to conduct remote e-voting and to scrutinize the physical ballot forms received from shareholders and voting on poll conducted for business to be transacted in the matter of Composite Scheme of Amalgamation between Discoveriture Solutions LLC ("the Transferor Company 1") and Relational Solutions Inc. ("the Transferor Company 2") with Mindtree Limited ("Transferee Company") at the Court convened Meeting held on 14<sup>th</sup> June, 2016 at 12.00 p.m., at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru - 560 001.

Accordingly, Mindtree has made arrangement with the system provider viz, National Securities Depository Limited (NSDL) for providing a system of recording votes of the shareholders electronically through e-voting. Necessary Instructions in this regard to be followed by the Shareholders have also been duly mentioned in the Court convened Meeting Notice dated May 10, 2016 sent to the shareholders by Speed Post to their registered address.

The Company has completed on May 19, 2016, the dispatch of Notice along with ballot forms and a self addressed postage prepaid business reply envelope to its members whose names appear on the Register of Members/list of Beneficial Owners, as received from National Securities Depository Limited (NSDL)/Central Depository Services (India) Limited (CDSL) as on cut-off date (record date) i.e. May 13, 2016.

The shareholders of the Company holding shares as on "cut-off" date June 07, 2016 were entitled to vote on the resolution as contained in the Notice of the Court Convened Meeting and the total shareholders of the Company as on the "cut-off" date were 71,296.



Pursuant to Rule 20 (3) of the Companies (Management and Administration) Rules, 2014, an advertisement was published by the Company in Business Standard, English Newspaper and Samyuktha Karnataka in Kannada Newspaper on May 20, 2016 informing about the completion of dispatch of the notices along with other related matters mentioned therein.

The e-voting period commenced on June 11, 2016 at 10.00 a.m. and ended on June 13, 2016 at 5.00 p.m.

The shareholders of the Company had option to vote on resolutions either through the ballot forms physically or through the e-voting facility. Shareholders opting for e-voting facility cast their votes on the designated website <https://www.evoting.nsdl.com>.

All ballot forms, received physically and votes casted electronically through <https://www.evoting.nsdl.com> on or before 5.00 p.m. on June 13, 2016, the last date and time fixed for receipt of the forms, were considered for my scrutiny.

Envelopes containing ballot forms received after 5.00 pm on June 13, 2016 were not considered for my scrutiny. The poll papers which were incomplete, unsigned, not casted their votes and which were otherwise found defective have been treated as invalid and kept separately.

I have not found any defaced or mutilated ballot forms. I have also received a complete record of votes cast by electronic mode through <https://www.evoting.nsdl.com> from NSDL, the agency for providing e-voting facility to the Shareholders of the Company.

After the closure of the voting at the Court convened Meeting, the report on the poll taken at the meeting was generated in my presence and the voting was diligently scrutinized.

The votes cast under remote e-voting and votes facility were thereafter unblocked in the presence of two witnesses who were not in the employment of the Company and after the conclusion of the voting at the Court Convened Meeting the votes cast there under were counted. Votes cast through Physical ballot forms received up to 5.00 PM on Monday, June 13, 2016 were also considered.

I have scrutinized and reviewed the remote e-voting and votes tendered therein based on the data downloaded from the National Securities Depository Limited (NSDL) e-voting system and the ballot forms received respectively.

In respect of the above mentioned resolutions, I hereby submit my report on the total ballot forms received / remote e-voting and voting at the meeting through poll as detailed hereunder:

Resolution for approving approving the composite scheme of Amalgamation of Discoverture Solutions L.L.C ("the Transferor Company 1") and Relational Solutions Inc. ("the Transferor Company 2") with Mindtree Limited ("Transferee Company") ("Scheme" or "the Scheme")





Sl.No.	Particulars	Ballot	Evoting	Tab Voting at the meeting	Poll at the meeting	Total
1	Total Ballot forms received / no. of members who exercised votes through e-voting.	1,349	362	18	57	1,786
2	<b>Less:</b> Invalid Ballot forms / no. of members who exercised invalid through e-voting.	56	-	-	2	58
3	Net Valid Ballot forms received / No. of members who exercised votes through e-voting.	1,293	362	18	55	1,728
4	No. of Members voted Assented For	1,263	354	18	54	1,689
5	No. of Members voted Against	30	8	-	1	39
6	Total Number of Votes cast.	15,287,843	116,883,596	15,332	20,597	132,207,368
7	<b>Less:</b> Invalid no. of Votes cast (including e-vote not cast either for or against).	2,436,076	-	-	148	2,436,224
8	<b>Less:</b> Number of shares (Change) on account of Cut off date / No. of shares abstained (Evoting)	1,717	40,440	-	-	42,157
9	Valid no. of votes cast (Net).	12,850,050	116,843,156	15,332	20,449	129,728,987
10	Total no. of votes with assent for the Resolution.	12,826,921	116,842,366	15,332	20,447	129,705,066
11	Total no. of votes with dissent for the Resolution.	23,129	790	-	2	23,921



12	% of Total votes cast in favor of the resolution.	99.98
13	% of Total votes cast against the resolution.	0.02

The register, all other papers and relevant records relating to remote e- voting / Physical Ballot Forms and voting at the meeting shall remain in our safe custody until the chairman considers, approves and signs the Minutes of the aforesaid Court Convened Meeting and the same are handed over to the Company Secretary for safe keeping.



**NAGENDRA D. RAO**  
Practicing Company Secretary  
543/A, 7<sup>th</sup> Main, 3<sup>rd</sup> Cross, Hanumanthanagar  
Bangalore - 560 019.  
Membership No.:- FCS 5553  
COP : 7731

Place : Bengaluru

Date:, June 16, 2016



Ref: NSE/LIST/61510

February 16, 2016

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

**Kind Attn.: Ms. Vedavalli S**

Dear Madam,

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

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

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

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

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

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

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

1.



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

Yours faithfully,  
For National Stock Exchange of India Limited

Samir Naringrekar  
Manager

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

This Document is Digitally Signed

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

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



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

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

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

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

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

- To duly comply with various provisions of the circulars.

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

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

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

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

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

Yours faithfully,

**Nitin Pujari**  
Manager



**Mindtree**

*Welcome to possible*

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

June 14, 2017

BSE Limited (Bombay Stock Exchange)  
Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai 400 001

National Stock Exchange of India Limited  
Exchange Plaza, Bandra Kurla Complex,  
Bandra East, Mumbai 400 051

**Dear Sirs,**

**Subject: NSE observation letter bearing reference number NSE/LIST/61510 with regard to Composite Scheme of Amalgamation of Mindtree Limited and Discoverture Solutions LLC and Relational Solutions Inc. (Scheme) dated Feb 16, 2016**

**BSE observation letter bearing reference number DCS/AMAL/MN/IP/336/2015-16 with regard to Composite Scheme of Amalgamation of Mindtree Limited and Discoverture Solutions LLC and Relational Solutions Inc. (Scheme) dated March 18, 2016**

**Letter of Confirmation**

Dear Sir,

With reference to the above subject, we hereby confirm the following:

1. There has been no change in the approved scheme as against the draft scheme submitted by us earlier.
2. We have fully complied with the Observation letters of stock exchanges (both NSE and BSE).
3. Exemption from Rule 19(2) (b) of SCRR, 1957 is not applicable.

Thanking you,  
Yours sincerely,

for **Mindtree Limited**

**Vedavalli S**  
**Company Secretary**