

**In the High Court of Delhi at New Delhi  
Company Original Jurisdiction  
Company Application (M) No. 169 of 2011**

**IN THE MATTER OF:**

**Sections 391 to 394 of the Companies Act, 1956**

**AND**

**IN THE MATTER OF:**

**AXIS CONVERGENCE PRIVATE LIMITED  
HAVING ITS REGISTERED OFFICE AT  
702, ARUNACHAL BHAWAN,  
19, BARAKHAMBA ROAD,  
CONNAUGHT PLACE, NEW DELHI- 110001**

**TRANSFEROR COMPANY  
(APPLICANT COMPANY-1)**

**AND**

**VISESH INFOTECNICS LIMITED  
HAVING ITS REGISTERED OFFICE AT  
508, ARUNACHAL BUILDING,  
19, BARAKHAMBA ROAD,  
CONNAUGHT PLACE, NEW DELHI- 110001**

**TRANSFEEEE COMPANY  
(APPLICANT COMPANY-2)**

**Notice Convening the Meeting of the Equity Shareholders of M/s Vishes Infotecnics Limited, the Transferee Company.**

To,

The Equity Shareholders of M/s Vishes Infotecnics Limited, the Transferee Company.

TAKE NOTICE that by the Order made on the 05<sup>th</sup> day of January, 2012, in the above Company Application, the Hon'ble High Court of Delhi has directed meeting of the Equity Shareholders of M/s Vishes Infotecnics Limited, the Transferee Company, be held on Saturday 18<sup>th</sup> February, 2012 at 11:00 A.M. at Bipin Chandra Pal Memorial Trust, A-81, Chittranjan Park, New Delhi-110019 for the purpose of considering and if thought fit, approving with or without modifications, the Scheme of Arrangement for Amalgamation proposed to be made between M/s Axis Convergence Private Limited with M/s Vishes Infotecnics Limited.

TAKE FURTHER NOTICE that in pursuance of the said Order, a meeting of Equity shareholders of the Transferee Company will be held at Bipin Chandra Pal Memorial Trust, A-81, Chittranjan Park, New Delhi-110019 on Saturday 18<sup>th</sup> February, 2012 at 11:00 A.M. at which time and place you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the said meeting either in person or by proxy provided that a proxy in the prescribed form duly signed by you or your authorised representative and is deposited at the Registered Office of the Transferee Company at 508, Arunachal building, 19, Barakhamba Road, Connaught place, New Delhi- 110001 not later than 48 hours before the commencement of the said meeting.

The Court has appointed Mr. Aditya Narain, Advocate as a Chairperson and Mr. Abhishek Seth, Advocate as the Alternate Chairperson to conduct the Shareholders meeting of M/s Vishes Infotecnics Limited, the Transferee Company.

A copy of the Scheme of Arrangement for Amalgamation of M/s Axis Convergence Private Limited with M/s Vishes Infotecnics Limited and Explanatory Statement under section 393 of the Companies Act, 1956 and a form of proxy is enclosed herewith / available free of cost to the Equity Shareholders from the Registered office of the Transferee Company as above mentioned.

Sd/-

Aditya Narain

Chairperson appointed for the meeting of  
Equity Shareholders of Transferee Company

Dated: 19<sup>th</sup> day of January 2012

Place : New Delhi

Note:

1. All alterations made in the Form of Proxy should be initialed.
2. Corporate shareholders and other incorporated bodies shareholders inter alia trust, HUF etc intending to send their authorized representative to attend the meeting are requested to bring along with them, a certified true copy of the resolution of the Board of Directors or its committee thereof/ power of attorney, authorizing such person to attend and vote on its behalf at the meeting.
3. The members / proxies are advised to bring original photo identity in case of verification.

**In The High Court of Delhi at New Delhi  
Company Original Jurisdiction  
Company Application (M) No. 169 of 2011**

**IN THE MATTER OF:**

**SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956**

**AND**

**IN THE MATTER OF:**

**AXIS CONVERGENCE PRIVATE LIMITED  
HAVING ITS REGISTERED OFFICE AT  
702, ARUNACHAL BHAWAN,  
19, BARAKHAMBA ROAD,  
CONNAUGHT PLACE,  
NEW DELHI- 110001**

**TRANSFEROR COMPANY  
(APPLICANT COMPANY-1)**

**AND**

**VIRESH INFOTECNICS LIMITED  
HAVING ITS REGISTERED OFFICE AT  
508, ARUNACHAL BUILDING,  
19, BARAKHAMBA ROAD,  
CONNAUGHT PLACE, NEW DELHI- 110001**

**TRANSFeree COMPANY  
(APPLICANT COMPANY-2)**

**Explanatory Statement under section 393 of the Companies Act, 1956**

1. Pursuant to an Order dated 5<sup>th</sup> January, 2012 passed by the Hon'ble High Court of Delhi at New Delhi, with respect to the Company Application (M) 169 of 2011 referred to above (the "**Order**"), meeting of equity shareholders of the Transferee Company, are due to be convened. Accordingly, the meeting is to be convened on Saturday, the 18<sup>th</sup> day of February, 2012 at Bipin Chandra Pal Memorial Trust, A-81, Chittranjan Park, New Delhi- 110019 for the purpose of considering, and if thought fit, approving with or without modifications, the arrangement embodied in the proposed Scheme (the "**Scheme**") of Amalgamation of **M/s AXIS CONVERGENCE PRIVATE LIMITED** with **M/s VIRESH INFOTECNICS LIMITED** which is annexed to the notice convening the said meeting of the Transferee Company (the "**Notice**"), as per the following details:
  - Time of Meeting of Equity Shareholders of Transferee Company :**11.00 A.M.**
  - Venue of Meeting: **Bipin Chandra Pal Memorial Trust, A-81, Chittranjan Park, New Delhi- 110019.**
2. M/s Axis Convergence Private Limited (here-in-after referred as "Transferor Company" or "ACPL") was incorporated on 22<sup>nd</sup> January 2003 as Axis Convergence Private Limited registered with the Registrar of Companies, N.C.T. of Delhi and Haryana.
3. The Registered office of the Transferor Company is situated at 702, Arunachal Bhawan, 19 Barakhamba Road, Connaught Place, New Delhi-110001 which falls within the jurisdiction of this Hon'ble High Court.
4. The Authorised Capital of the Transferor Company as at 31<sup>st</sup> March, 2011 is Rs 81,00,000 (Eighty One Lakhs) divided into 8,10,000 (Eight Lakhs and Ten Thousand) Equity shares of Rs. 10/- (Ten) each. The issued, subscribed capital and paid-up Capital of the Transferor Company as on 31<sup>st</sup> March, 2011 is Rs. 80,55,000 (Eighty Lakhs and Fifty Five Thousand) divided into 805,500 (Eight Lakhs Five Thousand and Five Hundred) Equity shares of Rs. 10/- (Ten) each. After 31<sup>st</sup> March, 2011, there are No Changes in the Capital Structure of the Transferor Company.
5. M/s Vishesh Infotecnics Limited (here-in-after referred as "Transferee Company" or "VIL") was incorporated on 20<sup>th</sup> January, 1989 as 'Ultimate Software Private Limited' and registered with the Registrar of Companies, Karnataka, Bangalore. Subsequently, the name of the Company was changed from 'Ultimate Software Private Limited' to 'Vishesh Technologies Limited' and consequently fresh certificate of incorporation consequent on change of name dated 26<sup>th</sup> February 1993 was issued by Registrar of Companies Karnataka, Bangalore. The name of the Transferee Company

was again changed from 'Visesh Technologies Limited' to 'Visesh Infosystems Limited' and consequently fresh certificate of incorporation consequent on change of name dated 29th July 1997 was issued by Registrar of Companies Karnataka, Bangalore. Subsequently, Transferee Company changed its name from 'Visesh Infosystems Limited' to 'Visesh Infotecnics Limited' and fresh certificate of incorporation was issued on 22<sup>nd</sup> day of November 2002 by Registrar of Companies, Karnataka, Bangalore. Pursuant to the order passed by Company Law Board, Southern Region Bench dated 9<sup>th</sup> December 2004 in CP No. 796/17/SRB/2004, Transferee Company shifted its registered office from the State of Karnataka to NCT of Delhi. Certified copy of the said order was registered with Registrar of Companies, NCT of Delhi & Haryana on 13th December 2004.

6. The registered office of the Transferee Company is situated at 508, Arunachal Building, 19 Barakhamba Road, Connaught Place, New Delhi-110001.
7. The Authorised Share Capital of the Transferee Company as on 31<sup>st</sup> March, 2011 is 2,866,400,000 (Two Hundred Eighty Six Crore and Sixty Four Lakhs) divided into 286,640,000 (Twenty Eight Crore Sixty Six Lakhs and Forty Thousand) Equity shares of Rs. 10/- (Ten) each. The issued, subscribed and paid up capital of Transferee Company as on 31<sup>st</sup> March, 2011 is Rs. 637,410,900 (Sixty Three Crore Seventy Four Lakhs Ten Thousand and Nine Hundred) divided into 63,741,090 (Six Crore Thirty Seven Lakhs Forty One Thousand and Ninety) Equity Shares of Rs. 10/- (Ten) each. After 31<sup>st</sup> March, 2011, there are No Changes in the Capital Structure of the Transferor Company.
8. Transferor Company is information technology company, engaged in developing and providing Value Added Services relating to mobiles and other telephony and aims to achieve a position in the IP based Media/ Software services. The Transferee Company mainly operating in three segments viz. IT Solutions & Product Support, Enterprise Software and IT enabled Services. Thus, this amalgamation will enable the consolidation of the companies, their resources and businesses and shall add substantial value to the Transferee Company and its stakeholders.
9. The Transferor and the Transferee Company are under the same group of management.
10. The Board of Directors of both the companies are of the opinion that the businesses of both the companies can be carried out more profitably and in a more economical manner if both the companies are amalgamated and that it will be advantageous to consolidate the business and achieve rationalization of the management structure and economies of scale for further stable growth and expansion.
11. The management of both the Companies feels desirable to amalgamate both the entities and consolidate the resources and businesses of the companies. The proposed amalgamation, as envisaged in this Scheme, is driven by the sole motive of consolidation of businesses under one entity. The other benefits likely to arise through the proposed amalgamation are as follows:
  - i. Optimum and efficient utilization of capital, resources, assets and facilities
  - ii. Enhancement of competitive strengths including financial resources;
  - iii. Consolidation of businesses and enhancement of economic value addition and shareholder value.
  - iv. Obtaining synergy benefits by better management and focus on growing the businesses.
  - v. Operational rationalization, efficiency and optimum utilization of various resources.
  - vi. Improved organizational capability and leadership, arising from pooling of human capital that has diverse skills, talent and vast experience to compete successfully in an increasing competitive industry.
  - vii. A larger growing company will mean enhanced financial and growth prospects for the people and organization connected therewith, and will be in public interest.

**12. The salient features and effects of the Scheme are:**

- 12.1. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and undertaking of Transferor Company shall stand transferred to and be vested in Transferee Company without any further deed or act, together with all their properties, assets, rights, benefits and interest therein, subject to existing charges thereon in favour of banks and financial institutions, as the case may be, in the following manner
  - a. With effect from the Appointed Date and upon the Scheme becoming effective all memberships, licenses, franchises, rights, privileges, permits, quotas, entitlements, allotments, approvals, consents, concessions, certifications, software, powers, trademarks, including application for registration of trade mark, patents, copyrights, domain names and their right to use available to Transferor Company, facilities of every kind and description of whatsoever nature in relation to Transferor Company to which Transferor Company are the party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect as on Appointed Date or any which may be taken after the Appointed Date but till the Effective Date, shall get transferred to the Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.

- b. With effect from the Appointed Date and upon the Scheme becoming effective all Certificate of Registrations for different products Transferor Company as on Appointed Date or any which may be taken by Transferor Company after the Appointed Date but till the Effective Date shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- c. With effect from the Appointed Date and upon the Scheme becoming effective all the assets of Transferor Company as are movable in nature including, but not limited to, stock of goods, raw materials available in the market/ depots/ Godown/factories, sundry debtors, plants and equipments, outstanding loans and advances, insurance claims, advance tax, Minimum Alternate Tax (MAT) set-off rights, pre-paid taxes, levies/liabilities, CENVAT/VAT credits if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all others assets would get transferred by endorsement and delivery by vesting and recordable pursuant to this Scheme, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- d. With effect from the Appointed Date and upon the Scheme becoming effective all incorporeal properties of Transferor Company as on Appointed Date or any which may be taken after the Appointed Date but till the Effective Date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- e. With effect from the Appointed Date and upon the Scheme becoming effective, all immovable property including but not limited to land and buildings with plants and equipments or any other immovable property of Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in Transferee Company, without any further instrument, deed or act or payment of any further fee, charge or securities either by the Transferor Company or Transferee Company.
- f. With effect from the Appointed Date and upon the Scheme becoming effective, Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to the immovable properties, if any, shall be made and duly recorded in the name of Transferee Company by the appropriate authorities pursuant to the sanction of the Scheme by the Hon'ble High Court and the Scheme becoming effective in accordance with the terms hereof.
- g. With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to Transferor Company to which the Transferor Company is the party or to the benefit of which Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favor of Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or obligee thereto.
- h. With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, no-objection certificates, permissions or approvals or consents required to carry on operations of Transferor Company or granted to Transferor Company shall stand vested in or transferred to Transferee Company without further act or deed, and shall be appropriately transferred or assigned by the statutory authorities concerned therewith in favor of Transferee Company upon the vesting of Transferor Company Businesses and Undertakings pursuant to this Scheme.
- i. With effect from the Appointed Date and upon the Scheme becoming effective, all motor vehicles of any description whatsoever, shall stand transferred to and be vested in, and the appropriate Governmental and Registration Authorities shall substitute the name of Transferee Company in place of Transferor Company, without any further instrument, deed or act or any further payment of fee, charge or securities.
- j. With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheets of Transferor Company, shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of Transferee Company.
- k. Without prejudice to the generality of the provisions contained herein, all loans raised after the Appointed Date but before the Effective Date and liabilities incurred by Transferor Company after the Appointed Date but before the Effective Date for their operations shall be deemed to be of Transferee Company.
- l. The transfer and vesting of the entire business and undertaking of Transferor Company as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of Transferor Company, as the case may be.

Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Transferor Company vested in Transferee Company pursuant to the Scheme.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Transferor Company which shall vest in Transferee Company by virtue of the amalgamation of Transferor Company with Transferee Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.

- m. Transferee Company will, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Company to which Transferor Company are parties, in order to give formal effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of Transferor Company.
- n. With effect from the Appointed Date, Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against Transferor Company.

Provided however, all legal, administrative and other proceedings of whatsoever nature by or against Transferor Company pending in any court or before any authority, judicial, quasi judicial or administrative, any adjudicating authority and/or arising after the Appointed Date and relating to Transferor Company or its respective properties, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against Transferor Company; and from the Effective Date, shall be continued and enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor Company.

- o. If any suit, appeal or other proceedings of whatever nature by or against Transferor Company be pending, the same shall not abate, be discontinued or be in any way be prejudicially affected by reason of the transfer of the Transferor Company businesses and undertakings or of anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against 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 Transferor Company as if this Scheme had not been made.
- p. On occurrence of the Effective Date, all persons that were employed by Transferor Company immediately before such date shall become employees of Transferee Company with the benefit of continuity of service on same terms and conditions as were applicable to such employees of Transferor Company immediately prior to such transfer and without any break or interruption of service. Transferee Company undertakes to continue to abide by agreement/settlement, if any, entered into by Transferor Company with any union/employee thereof. With regard to Provident Fund, Gratuity Fund, Superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of Transferor Company upon occurrence of the Effective Date, Transferee Company shall stand substituted for Transferor Company, for all purposes whatsoever relating to the obligation 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. The existing Provident Fund, Gratuity Fund and Superannuation Fund or obligations, if any, created by Transferor Company for their employees shall be continued for the benefit of such employees on the same terms and conditions. With effect from the Effective Date, Transferee Company will make the necessary contributions for such transferred employees of Transferor Company and deposit the same in Provident Fund, Gratuity Fund or Superannuation Fund or obligations, where applicable. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of Transferor Company in relation to such schemes or funds shall become those of Transferee Company.
- q. Loans or other obligations, if any, due between Transferee Company and Transferor Company shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by Transferor Company and held by Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.
- r. With effect from the Appointed Date, all the profits or income accruing or arising to Transferor Company, and all expenditure or losses arising or incurred by Transferor Company shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of Transferee Company. Moreover, Transferee Company shall be entitled to revise its statutory returns relating to indirect

- taxes like sales tax/ service tax/excise, etc. and to claim refund/credits and/or set off all amounts under the relevant laws towards the transactions entered into by Transferee Company and Transferor Company which may occur between the Appointed Date and the Effective Date. The rights to make such revisions in the sales tax returns and to claim refunds/credits are expressly reserved in favour of Transferee Company.
- s. Transferee Company shall be entitled to revise its all Statutory returns relating to Direct taxes like Income Tax and Wealth Tax and to claim refunds/advance tax credits and/or set off the tax liabilities of Transferee Company, Transferor Company under the relevant laws and its rights to make such revisions in the statutory returns and to claim refunds, advance tax credits and/or set off the tax liabilities is expressly granted.
- t. It is expressly clarified that with effect from the Appointed Date, all taxes payable by Transferor Company including all or any refunds of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be of Transferee Company.
- u. From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferor Company in the relevant bank's/DP's books and records, the Transferor Company shall be entitled to operate the bank/demat accounts of Transferee Company in their existing names.
- v. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of Transferor Company shall stand transferred by the order of the High Court to Transferee Company, Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning court.
- 12.2. Upon this Scheme coming into effect and upon transfer and vesting of the business and undertaking of Transferor Company in Transferee Company, Transferee Company shall issue and allot to each of the shareholders of Transferor Company Equity shares in proportion of **73.73 (Seventy-three point Seven Three) Equity shares of Rs.10/- (Rupees Ten) each in Transferee Company for every 1 (one) Equity share of Rs.10/- (Rupees Ten) in Transferor Company.**
- 12.3. Cross holding at the time of record date (if any), between Transferor Company and the Transferee Company, if not transferred prior to the Effective Date, shall get cancelled at the time of allotment of shares to the shareholders of Transferor Company by Transferee Company and the approval of Scheme by the Court under section 391 and 394 of the Act shall also be treated as approval under section 100-104 of the Act for reduction of capital pursuant to such cancellations.
- 12.4. The said Equity Shares in the capital of Transferee Company be issued to the shareholders of Transferor Company shall rank pari passu in all respects, with the existing Equity shares in Transferee Company from the Appointed Date. Such shares in Transferee Company, to be issued to the shareholders of Transferor Company will, for all purposes, save as expressly provided otherwise, be deemed to have been held by each such member from the Appointed Date.
- 12.5. With effect from the Effective Date, without any further acts or deeds on the part of the Transferor Company or Transferee Company and notwithstanding anything contained in Sections 94 to 97 of the Act, the Authorized Share capital of Transferor Company as appearing in its Memorandum of Association on the Effective Date shall get clubbed with the Authorized Share Capital of the Transferee Company as appearing in its Memorandum of Association on the Effective Date and pursuant to this clubbing the Clause V of the Memorandum of Association of the Transferee Company shall stand altered to give effect to the same with effect from the Effective Date. The Face Value of Equity share shall remain same as of the Transferee Company after clubbing of Authorized Capital
- 12.6. The fees/duty paid by the Transferor Company for its Authorized Share Capital shall be deemed to have been paid by the Transferee Company.
- 12.7. On approval of the Scheme by the members of VIL pursuant to Section 391 – 394 of the Act, it shall be deemed that the said members have also accorded their consent under relevant Articles of the Articles of Association of the Company and Section 94 to 97 and other provisions of the Act as may be applicable for giving effect to the provisions contained in this Scheme.
- 12.8. The Scheme is conditional upon and subject to:
- The Scheme being agreed to by the respective requisite majority of members and creditors of each of Transferor Company and Transferee Company;
  - The Scheme being approved by the Hon'ble High Court;
  - All certified copies of the order(s) of the High Court sanctioning this Scheme being filed with the Registrar of Companies of relevant jurisdiction.

- This Scheme although to come into operation from the Appointed Date shall not become effective until the necessary certified copies of the order(s) under Sections 391 to 394 of the Act shall be duly filed with the Registrar of Companies of relevant jurisdiction.

13. The equity share of Transferor Company is not listed at any of the Stock Exchange. The equity shares of Transferee Company is a listed with 02 (Two) Stock Exchanges, namely, Bombay Stock Exchange and National Stock Exchange of India Limited.

14. The list of Directors of the Transferor and Transferee Company and their individual shareholding in respective Companies is as per the table below:

**AXIS CONVERGENCE PRIVATE LIMITED**

S. No.	Name	Total Number of Equity Shares	Percentage of total number of shares
1	Mr. Peeyush Aggarwal	764800	94.95%
2	Mr. Vipin Garg	40700	5.05%

**VISESH INFOTECHNICS LIMITED**

S. No.	Name	Total Number of Equity Shares	Percentage of total number of shares
1	Mr. Peeyush Aggarwal	21269004	33.37
2	Mr. Sunil Kumar Jain	80400	0.13
3	Mr. Shiv Nandan Sharma	0	0.00
4	Mr. Adesh Kumar Jain	77800	0.12
5	Mr. Vipin Garg	0	0.00
6	Mr. Karun Jain	158855	0.25

15. The pre and post arrangement of Share Capital Structure pattern of VISESH INFOTECHNICS LIMITED are as follows:

(Amount in Rupees)

Particulars	Transferor Company [Axis Convergence Private Limited ]	Transferee Company [Vishesh Infotecnics Limited]	Post Merger Transferee Company [Vishesh Infotecnics Limited]
Authorised Capital	81,00,000.00	2,866,400,000.00	2,874,500,000.00
Paid-up Capital	80,55,000.00	637,410,900.00	—
Cross holdings to be cancelled.	Nil		
<b>Paid-up Capital</b>	80,55,000.00	637,410,900.00	1,231,306,050.00

16. The pre and post arrangement of shareholding pattern of VISESH INFOTECHNICS LIMITED is as follows:

Code and Category of Shareholder	Pre Merger		Post Merger*	
	No. of Shares	Percentage of Holding (A+ B)	No. of Shares	Percentage of Holding(A+B)
<b>(A) Shareholding of Promoter and Promoter Group</b>				
<b>(1) Indian</b>				
(a) Individuals/Hindu Undivided Family	28,315,293	49.46	87,704,808	75.19
(b) Central Government/ State Government(s)	-	-	-	-
(c) Bodies Corporate	-	-	-	-
(d) Financial Institutions / Banks	-	-	-	-
(e) Any other (Specify)	-	-	-	-
<b>Sub – Total (A) (1)</b>	<b>28,315,293</b>	<b>49.46</b>	<b>87,704,808</b>	<b>75.19</b>
<b>(2) Foreign</b>				
(a) Individuals(NRIs/Foreign Individuals)	-	-	-	-
(b) Bodies Corporate	-	-	-	-
(c) Institutions	-	-	-	-
(d) Any other (Specify)	-	-	-	-
<b>Sub – Total (A) (2)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total shareholding of Promoter and Promoter Group (A)=(A)(1)+(A)(2)</b>	<b>28,315,293</b>	<b>49.46</b>	<b>87,704,808</b>	<b>75.19</b>
<b>(B) Public Shareholding</b>				
<b>(1) Institutions</b>				
(a) Mutual funds/UTI	-	-	-	-
(b) Financial institutions/ Banks	4,250	0.01	4,250	0.004
(c) Central Government/ State Government(s)	-	-	-	-
(d) Venture Capital Funds	-	-	-	-
(e) Insurance Companies	-	-	-	-
(f) Foreign Institutional Investors	-	-	-	-
(g) Foreign Venture Capital Investors	-	-	-	-
(h) Any Other (Specify)	-	-	-	-
<b>Sub – Total (B) (1)</b>	<b>4,250</b>	<b>0.01</b>	<b>4,250</b>	<b>0.004</b>
<b>(2) Non- Institutions</b>				
(a) Bodies Corporate	6,050,360	10.57	6,050,360	5.19
(b) (i) Individuals holding nominal share Capital up to Rs. 1 Lakh	9,371,209	16.37	9,371,209	8.03
(b) (ii) Individuals holding nominal share Capital >Rs. 1 Lakh	11,808,258	20.63	11,808,258	10.12
(c) Any other (NRIs, Trust & Clearing Members)	1,702,196	2.97	1,702,196	1.46
<b>Sub – Total (B) (2)</b>	<b>28,932,023</b>	<b>50.53</b>	<b>28,932,023</b>	<b>24.80</b>
<b>Total Public Shareholding (B)=(B) (1)+(B) (2)</b>	<b>28,936,273</b>	<b>50.54</b>	<b>28,936,273</b>	<b>24.81</b>
<b>Total (A) + (B)</b>	<b>57,251,566</b>	<b>100.00</b>	<b>116641081</b>	<b>100.00</b>
<b>(C) Shares held by Custodians and against which Depository Receipts have been issued</b>	<b>6,489,524</b>	<b>-</b>	<b>6,489,524</b>	<b>-</b>
<b>Grand Total (A) + (B) + (C)</b>	<b>63,741,090</b>	<b>-</b>	<b>123130605</b>	<b>-</b>

\*For the purpose of computation of percentage of the public shareholding (Pre and Post Merger), the percentage arrived at Column A+B of shareholding pattern under Clause 35 of Listing Agreement is considered. Further, through undertaking to BSE vide letter dated 16<sup>th</sup> November, 2011, the transferee company has undertaken to comply with clause 40A of Listing Agreement.

17. No investigation or proceedings have been instituted or are pending under Section 235 to 251 of the Companies Act, 1956.
18. The proposed Scheme will be in the best interests of the Transferor and Transferee Company, their shareholders and creditors.
19. That the following proposed resolution to the meeting of the Equity Shareholders to be passed with or without modification.

*"RESOLVED THAT subject to the concurrence of the Hon'ble High Court of Delhi at New Delhi, the approval of the Equity Shareholders be and is hereby accorded for scheme of Arrangement for Amalgamation of Axis Convergence Private Limited, the Applicant Company-1 with Visesh Infotecncs Limited, the Applicant Company-2 as per the Scheme of Arrangement circulated to the Equity shareholders of the company with such modification (s) as may be made in the Scheme by the Hon'ble High Court of Delhi at New Delhi."*

20. Inspection of the following documents may be done at the Registered Office of the Transferee Company (Visesh Infotecncs Limited) on any working day (except Saturday) from the date of this notice till the date of meeting during 11.00 A.M. to 2.00 P.M.
  - a. Certified Copy of the Order dated 5<sup>th</sup> January, 2012 passed by the Hon'ble High Court of Delhi at New Delhi in Company Application (M) No. 169 of 2011 directing the convening of the meeting of Equity Shareholders of Visesh Infotecncs Limited the Transferee Company/Applicant Company-2.
  - b. Memorandum and Articles of Association of the Transferee Company.
  - c. Register of Members, Directors & Directors' Shareholding of Transferor and Transferee Company.
  - d. Published audited copies of the Annual Report of the Transferee Company for the year ended 31<sup>st</sup> March, 2011.
  - e. Copy of NO OBJECTION OF STOCK EXCHANGE received from both the Stock Exchanges.
21. Members are requested to read the entire text of the Scheme of Arrangement for Amalgamation of M/s Axis Convergence Private Limited with M/s Visesh Infotecncs Limited to get better acquaintance with the provisions thereof.

**For Visesh Infotecncs Limited**

Sd/-

**Chairman**

Dated: 19th day of January, 2012

Place: New Delhi.

**SCHEME OF ARRANGEMENT BETWEEN AXIS CONVERGENCE PRIVATE LIMITED  
AND  
VISESH INFOTECNICS LIMITED  
AND  
THEIR SHAREHOLDERS FOR AMALGAMATION OF  
AXIS CONVERGENCE PRIVATE LIMITED  
WITH  
VISESH INFOTECNICS LIMITED**

**Parts of the Scheme:**

1. **Part I** – This part of the scheme contains general provisions applicable used in this Scheme including definitions and Capital Structure of Companies involved in Amalgamation.
2. **Part II** – This part of scheme contains Transfer and Vesting of undertaking i.e. Axis Convergence Private Limited pursuant to the present scheme.
3. **Part III** - This part of scheme contains Reorganization of Share Capital including Share Exchange Ratio and the Accounting Methodology adopted for the Amalgamation.
4. **Part IV** - This part of scheme contains miscellaneous provisions i.e. application/petition to Hon'ble High Court and conditionality of Scheme.

**SCHEME OF ARRANGEMENT UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956**

**BETWEEN  
AXIS CONVERGENCE PRIVATE LIMITED  
AND  
VISESH INFOTECNICS LIMITED  
AND  
THEIR CREDITORS AND SHAREHOLDERS**

[For Amalgamation of **AXIS CONVERGENCE PRIVATE LIMITED** with **VISESH INFOTECNICS LIMITED** under Section 391 read with Section 394 of the Companies Act, 1956]

**PREAMBLE**

**A. BACKGROUND AND DESCRIPTION OF COMPANIES**

1. **VISESH INFOTECNICS LIMITED** (herein after referred to as '**Transferee Company**' or '**VIL**'), having CIN No. L30007DL1989PLC131190 is a Company incorporated on 20<sup>th</sup> January 1989 under the Companies Act, 1956 and having its registered office at 508, Arunachal Building, 19 Barakhamba Road, Connaught Place, New Delhi-110 001. The Equity Shares of the Company are listed on Bombay Stock Exchange Limited and National Stock Exchange of India Limited.

The Company is mainly operating in three segments i.e. IT Solutions & Product Support, Enterprise Software and IT Enabled Services (ITES).

2. **AXIS CONVERGENCE PRIVATE LIMITED** (herein after referred to '**Transferor Company**' or '**ACPL**'), having CIN No. U72900DL2003PTC118612 is a Company incorporated on 22<sup>nd</sup> January 2003 under the Companies Act, 1956, and having its registered office at 702, Arunachal Bhawan, 19, Barakhamba Road, New Delhi-110001.

ACPL has two wholly owned subsidiaries - Axis Convergence Inc, Mauritius and Greenwire Network Limited, Hong Kong. The two subsidiaries have established themselves in the business of Voice over IP and related businesses in Middle East and East Asian countries The Company is a growing customized process-driven software solutions provider focusing on telecom software and applications.

**B. Rationale for the Scheme of Arrangement**

The Transferor Company, ACPL is basically an information technology company, engaged in developing and providing Value Added Services relating to mobiles and other telephony and aims to achieve a position in the IP based Media/ Software services. It has developed various telecom software and applications and has qualified team for the management of those software and applications. ACPL has also identified certain business opportunities in form of broadband related hardware and software and has signed agreement with the Taiwan based supplier of these hardware and software for Indian market. Besides this, ACPL has two wholly owned subsidiaries - Axis Convergence Inc, Mauritius and Greenwire Network Limited, Hong Kong. The two subsidiaries have established themselves in the

business of Voice over IP and related businesses in Middle East and East Asian countries and have achieved substantial turnover in last two years and their businesses are growing well.

To expand its business in telecom software space and IP based Media/ Software Services and to enter into the growing market of Middle East and East Asian countries, VIL desires to acquire the business of ACPL and its Subsidiaries. The Transferee Company, VIL is a well established Indian IT company with very good marketing network which can be used for marketing of broadband related hardware and software business of ACPL. The established business of VIL and its credentials will help in expansion of business of ACPL. Thus, for mutual benefits out of the inherent strengths of the two companies the management of both the companies feels desirable to amalgamate the entities and consolidate the resources and businesses of the companies.

The other benefits likely to arise through the proposed amalgamation are as follows:

- Optimum and efficient utilization of capital, resources, assets and facilities;
- Enhancement of competitive strengths including financial resources;
- Consolidation of businesses and enhancement of economic value addition and shareholder value;
- Obtaining synergy benefits by better management and focus on growing the businesses.
- Operational rationalization, efficiency and optimum utilization of various resources.
- Improved organizational capability and leadership, arising from pooling of human capital that has diverse skills, talent and vast experience to compete successfully in an increasing competitive industry.
- A larger growing company will mean enhanced financial and growth prospects for the people and organization connected therewith, and will be in public interest

- C. The Management of the two companies considered it desirable and expedient to amalgamate both companies and in consideration thereof issue shares of VIL to the shareholders of ACPL in accordance with this Scheme, pursuant to Section 394 and other relevant provisions of the Companies Act, 1956.
- D. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, under Section 394 and other relevant provisions of the Companies Act, 1956, shall take place with effect from the Appointed Date and shall be in compliance with Section 2(1B) of the Income Tax Act, 1961.

## **PART-I**

### **GENERAL PROVISIONS**

#### **1. DEFINITIONS:**

In this Scheme, unless repugnant to the subject or context or meaning thereof, the following expressions shall have the meanings as set out herein below:

- 1.1. **“Act”**: means the Companies Act, 1956, and will include any statutory modifications, re-enactments or amendments thereof.
- 1.2. **“Appointed Date”**: means 1<sup>st</sup> April 2011, being the date with effect from which the Scheme shall be applicable or such other date as may be approved by the Hon'ble High Court.
- 1.3. **“Board” or “Board of Directors”**: shall have the same meaning as under the Act.
- 1.4. **“Effective Date”**: means the date on which certified copy of the order of the Hon'ble High Court(s) under Sections 391 and 394 of the Act sanctioning the Scheme is filed with the Registrar of Companies after obtaining the last of the sanctions, orders or approvals referred to in Clause 2 of PART-IV of this Scheme. References in this Scheme to the date of “Upon the Scheme becoming effective” or “effectiveness of this Scheme” shall mean the Effective Date.
- 1.5. **“Scheme”**: means this Scheme of Amalgamation between Transferee Company and Transferor Company and their respective Shareholders and Creditors as approved by the Board of Directors of both the Companies, in its present form and with any modifications as may be approved by the Hon'ble High Court.
- 1.6. **“High Court”**: means the Hon'ble High Court of Delhi and shall include National Company Law Tribunal (“NCLT”), or any other appropriate forum or authority empowered to approve the Scheme as per the law for the time being in force.
- 1.7. **“Registrar of Companies” or “ROC”**: means the Registrar of Companies, NCT of Delhi & Haryana.
- 1.8. **“Record Date”**: means such date following the Effective Date as may be fixed for determining the list of shareholders of Transferor Company to whom shares of the Transferee Company will be allotted pursuant to this Scheme.

#### **2. DATE OF EFFECT AND OPERATIVE DATE:**

The Scheme setout herein in its present form or with any modification (s), if any made as per Clause 3 of PART-IV below of the Scheme shall be effective from the Appointed Date but shall be operative from Effective Date.

#### **3. CAPITAL STRUCTURE:**

The Capital Structure of Transferee Company and Transferor Company as on Appointed Date i.e. 1<sup>st</sup> April, 2011 and

immediately before implementation of the Scheme are as under:

3.1. **VISESH INFOTECNICS LIMITED**

Particulars	Amount (in Rs.)
<b>Authorized Share Capital</b> 286,640,000 Equity Share of Rs. 10/-each	2,866,400,000.00
<b>Issued, Subscribed and Paid up Share Capital</b> 63,741,090 Equity Share of Rs. 10/-each	637,410,900.00

There is no change in the Capital structure of the company since Appointed Date.

3.2. **AXIS CONVERGENCE PRIVATE LIMITED**

Particulars	Amount (Rs.)
<b>Authorized Share Capital</b> 8,10,000 Equity Share of Rs. 10/-each	81,00,000.00
<b>Issued, Subscribed and Paid up Share Capital</b> 805,500 Equity Share of Rs. 10/-each	80,55,000.00

There is no change in the Capital structure of the company since Appointed Date.

**PART-II**

**TRANSFER & VESTING OF UNDERTAKING**

1. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and the whole of the undertaking(s), properties and liabilities of Transferor Company shall, in terms of Section 391 and 394 and applicable provisions, if any, of the Act, and pursuant to the orders of the High Court or other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or thing, stand transferred and vested in and/or deemed to be transferred to and vested in Transferee Company as a going concern so as to become the undertaking(s), properties and liabilities of Transferee Company.
2. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and undertaking of Transferor Company shall stand transferred to and be vested in Transferee Company without any further deed or act, together with all their properties, assets, rights, benefits and interest therein, subject to existing charges thereon in favour of banks and financial institutions, as the case may be, in the following manner:
  - 2.1. With effect from the Appointed Date and upon the Scheme becoming effective all memberships, licenses, franchises, rights, privileges, permits, quotas, entitlements, allotments, approvals, consents, concessions, certifications, software, powers, trademarks, including application for registration of trade mark, patents, copyrights, domain names and their right to use available to Transferor Company, facilities of every kind and description of whatsoever nature in relation to Transferor Company to which Transferor Company are the party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect as on Appointed Date or any which may be taken after the Appointed Date but till the Effective Date, shall get transferred to the Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
  - 2.2. With effect from the Appointed Date and upon the Scheme becoming effective all Certificate of Registrations for different products Transferor Company as on Appointed Date or any which may be taken by Transferor Company after the Appointed Date but till the Effective Date shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
  - 2.3. With effect from the Appointed Date and upon the Scheme becoming effective all the assets of Transferor Company as are movable in nature including, but not limited to, stock of goods, raw materials available in the market/ depots/ Godown/factories, sundry debtors, plants and equipments, outstanding loans and advances, insurance claims, advance tax, Minimum Alternate Tax (MAT) set-off rights, pre-paid taxes, levies/liabilities, CENVAT/VAT credits if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all others assets would get transferred by endorsement and delivery by vesting and recordable pursuant to this Scheme, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
  - 2.4. With effect from the Appointed Date and upon the Scheme becoming effective all incorporeal properties of Transferor Company as on Appointed Date or any which may be taken after the Appointed Date but till the Effective Date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.

- 2.5. With effect from the Appointed Date and upon the Scheme becoming effective, all immovable property including but not limited to land and buildings with plants and equipments or any other immovable property of Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in Transferee Company, without any further instrument, deed or act or payment of any further fee, charge or securities either by the Transferor Company or Transferee Company.
- 2.6. With effect from the Appointed Date and upon the Scheme becoming effective, Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to the immovable properties, if any, shall be made and duly recorded in the name of Transferee Company by the appropriate authorities pursuant to the sanction of the Scheme by the Hon'ble High Court and the Scheme becoming effective in accordance with the terms hereof.
- 2.7. With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to Transferor Company to which the Transferor Company is the party or to the benefit of which Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favor of Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or obligee thereto.
- 2.8. With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, no-objection certificates, permissions or approvals or consents required to carry on operations of Transferor Company or granted to Transferor Company shall stand vested in or transferred to Transferee Company without further act or deed, and shall be appropriately transferred or assigned by the statutory authorities concerned therewith in favor of Transferee Company upon the vesting of Transferor Company Businesses and Undertakings pursuant to this Scheme.
- 2.9. With effect from the Appointed Date and upon the Scheme becoming effective, all motor vehicles of any description whatsoever, shall stand transferred to and be vested in, and the appropriate Governmental and Registration Authorities shall substitute the name of Transferee Company in place of Transferor Company, without any further instrument, deed or act or any further payment of fee, charge or securities.
- 2.10. With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheets of Transferor Company, shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of Transferee Company.
- 2.11. Without prejudice to the generality of the provisions contained herein, all loans raised after the Appointed Date but before the Effective Date and liabilities incurred by Transferor Company after the Appointed Date but before the Effective Date for their operations shall be deemed to be of Transferee Company.
- 2.12. The transfer and vesting of the entire business and undertaking of Transferor Company as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of Transferor Company, as the case may be.  
Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Transferor Company vested in Transferee Company pursuant to the Scheme.  
Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Transferor Company which shall vest in Transferee Company by virtue of the amalgamation of Transferor Company with Transferee Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.
- 2.13. Transferee Company will, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Company to which Transferor Company are parties, in order to give formal effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of Transferor Company.
- 2.14. With effect from the Appointed Date, Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against Transferor Company.  
Provided however, all legal, administrative and other proceedings of whatsoever nature by or against Transferor Company pending in any court or before any authority, judicial, quasi judicial or administrative, any adjudicating authority and/or arising after the Appointed Date and relating to Transferor Company or its respective properties, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against Transferor Company; and from the Effective Date, shall be continued and enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor Company.

- 2.15. If any suit, appeal or other proceedings of whatever nature by or against Transferor Company be pending, the same shall not abate, be discontinued or be in any way be prejudicially affected by reason of the transfer of the Transferor Company businesses and undertakings or of anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against 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 Transferor Company as if this Scheme had not been made.
- 2.16. On occurrence of the Effective Date, all persons that were employed by Transferor Company immediately before such date shall become employees of Transferee Company with the benefit of continuity of service on same terms and conditions as were applicable to such employees of Transferor Company immediately prior to such transfer and without any break or interruption of service. Transferee Company undertakes to continue to abide by agreement/settlement, if any, entered into by Transferor Company with any union/employee thereof. With regard to Provident Fund, Gratuity Fund, Superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of Transferor Company upon occurrence of the Effective Date, Transferee Company shall stand substituted for Transferor Company, for all purposes whatsoever relating to the obligation 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. The existing Provident Fund, Gratuity Fund and Superannuation Fund or obligations, if any, created by Transferor Company for their employees shall be continued for the benefit of such employees on the same terms and conditions. With effect from the Effective Date, Transferee Company will make the necessary contributions for such transferred employees of Transferor Company and deposit the same in Provident Fund, Gratuity Fund or Superannuation Fund or obligations, where applicable. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of Transferor Company in relation to such schemes or funds shall become those of Transferee Company.
- 2.17. Loans or other obligations, if any, due between Transferee Company and Transferor Company shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by Transferor Company and held by Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.
- 2.18. With effect from the Appointed Date, all the profits or income accruing or arising to Transferor Company, and all expenditure or losses arising or incurred by Transferor Company shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of Transferee Company. Moreover, Transferee Company shall be entitled to revise its statutory returns relating to indirect taxes like sales tax/ service tax/excise, etc. and to claim refund/credits and/or set off all amounts under the relevant laws towards the transactions entered into by Transferee Company and Transferor Company which may occur between the Appointed Date and the Effective Date. The rights to make such revisions in the sales tax returns and to claim refunds/credits are expressly reserved in favour of Transferee Company.
- 2.19. Transferee Company shall be entitled to revise its all Statutory returns relating to Direct taxes like Income Tax and Wealth Tax and to claim refunds/advance tax credits and/or set off the tax liabilities of Transferee Company, Transferor Company under the relevant laws and its rights to make such revisions in the statutory returns and to claim refunds, advance tax credits and/or set off the tax liabilities is expressly granted.
- 2.20. It is expressly clarified that with effect from the Appointed Date, all taxes payable by Transferor Company including all or any refunds of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be of Transferee Company.
- 2.21. From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferor Company in the relevant bank's/DP's books and records, the Transferor Company shall be entitled to operate the bank/demat accounts of Transferee Company in their existing names.
- 2.22. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of Transferor Company shall stand transferred by the order of the High Court to Transferee Company, Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning court.

### 3. **Conduct of Business**

- 3.1. With effect from the Appointed Date and till the Scheme come into effect:
  - 3.1.1. Transferor Company shall be deemed to carry on all their businesses and activities and stand possessed of their properties and assets for and on account of and in trust for Transferee Company; and all the profits accruing to Transferor Company and all taxes thereon or gains or losses arising or incurred by them shall, for all purposes, be treated as and deemed to be the profits or losses, as the case may be, of Transferee Company;
  - 3.1.2. Transferor Company shall carry on their businesses with reasonable diligence and in the same manner as they had been doing hitherto, and Transferor Company shall not alter or substantially expand their businesses except with the concurrence of Transferee Company;

- 3.1.3. Transferor Company shall not, without the written concurrence of Transferee Company, alienate charge or encumber any of their properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company, as the case may be.
- 3.1.4. Transferor Company shall not vary or alter, except in the ordinary course of their business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of Transferee Company.
- 3.1.5. With effect from the Appointed Date, all debts, liabilities, duties and obligations of Transferor Company as on the close of business on the date preceding the Appointed Date, whether or not provided in their books and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of Transferee Company.
- 3.2. Upon the Scheme coming into effect, Transferee Company shall commence and carry on and shall be authorized to carry on the businesses carried on by Transferor Company.
- 3.3. For the purpose of giving effect to the vesting order passed under Sections 391 and 394 of the Act in respect of this Scheme by the Hon'ble High Court, Transferee Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the vesting of the Transferor Company businesses and undertakings in accordance with the provisions of Sections 391 and 394 of the Act. Transferee Company shall be authorized to execute any pleadings; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

### PART-III

## REORGANIZATION OF CAPITAL

### 1. REORGANISATION OF CAPITAL IN THE TRANSFEREE COMPANY

#### 1.1. Issue of Shares in the Share Capital of Transferee Company;

Upon this Scheme coming into effect and upon transfer and vesting of the business and undertaking of Transferor Company in Transferee Company, the consideration in respect of such transfer shall, subject to the provisions of the Scheme, be paid and satisfied by Transferee Company as follows:

- 1.1.1. Transferee Company shall without further application, act or deed, issue and allot to each of the shareholders of Transferor Company (other than the shares already held therein immediately before the amalgamation by Transferee Company), Equity shares in proportion of **73.73 (Seventy-three point Seven Three) Equity shares of Rs.10/- (Rupees Ten) each in Transferee Company for every 1 (one) Equity share of Rs.10/- (Rupees Ten)** each held by them in Transferor Company pursuant to this proposed Amalgamation.
- 1.1.2. For arriving at the share exchange ratio as outlined above, the Companies have considered the Valuation Report submitted by an independent professional firm, **M/s Rahul Bansal & Company, Chartered Accountants.**
- 1.1.3. Cross holding at the time of record date (if any), between Transferor Company and the Transferee Company, if not transferred prior to the Effective Date, shall get cancelled at the time of allotment of shares to the shareholders of Company by Transferee Company and the approval of Scheme by the Court under section 391 and 394 of the Act shall also be treated as approval under section 100 of the Act for reduction of capital pursuant to such cancellations.
- 1.1.4. Any fraction arising out of allotment of equity shares as per clause 1.1.1 above shall be rounded off to the next round no.
- 1.1.5. The said Equity Shares in the capital of Transferee Company be issued to the shareholders of Transferor Company shall rank *pari passu* in all respects, with the existing Equity shares in Transferee Company from the Appointed Date. Such shares in Transferee Company, to be issued to the shareholders of Transferor Company will, for all purposes, save as expressly provided otherwise, be deemed to have been held by each such member from the Appointed Date.
- 1.1.6. Upon the Scheme becoming effective and subject to the above provisions, the shareholders of Transferor Company (other than the shares already held therein immediately before the amalgamation by Transferee Company) as on the record date shall receive new share certificates. Upon the issue and allotment of

new shares in the capital of Transferee Company to the shareholders of Transferor Company, the share certificates in relation to the shares held by them in Transferor Company shall be deemed to have been cancelled. All certificates for the new shares in the capital of Transferee Company shall be sent by Transferee Company to the said shareholders of Transferor Company at their respective registered addresses as appearing in the said registers (or in the case of joint holders to the address of that one of the joint holders whose name stands first in such Registers in respect of such joint holding) and Transferee Company shall not be responsible for any loss in transmission.

- 1.2. With effect from the Effective Date, without any further acts or deeds on the part of the Transferor Company or Transferee Company and notwithstanding anything contained in Sections 94 to 97 of the Act, the Authorized Share capital of Transferor Company as appearing in its Memorandum of Association on the Effective Date shall get clubbed with the Authorized Share Capital of the Transferee Company as appearing in its Memorandum of Association on the Effective Date and pursuant to this clubbing the Clause V of the Memorandum of Association of the Transferee Company shall stand altered to give effect to the same with effect from the Effective Date. The Face Value of Equity share shall remain same as of the Transferee Company after clubbing of Authorized Capital.
- 1.3. The fees/duty paid by the Transferor Company for its Authorized Share Capital shall be deemed to have been paid by the Transferee Company.
- 1.4. On approval of the Scheme by the members of VIL pursuant to Section 391 – 394 of the Act, it shall be deemed that the said members have also accorded their consent under relevant Articles of the Articles of Association of the Company and Section 94 to 97 and other provisions of the Act as may be applicable for giving effect to the provisions contained in this Scheme.
- 1.5. The issue and allotment of Shares to Shareholders of ACPL, as provided in this Scheme, shall be deemed to be made in compliance with the procedure laid down under section 81(1A) and any other applicable provisions of the Act.

## **2. ACCOUNTING TREATMENT FOR AMALGAMATION**

Upon the coming into effect of this Scheme, the amalgamation of the Transferor Company with the Transferee Company shall be accounted for as per the "Purchase Method" as contained in the "Accounting Standard 14: Accounting for Amalgamations" as prescribed in the Companies (Accounting Standards) Rules, 2006 issued by the Ministry of Corporate Affairs, as may be amended from time to time such that:

- 2.1. Transferee Company shall, record the investments of Transferor Company in its subsidiaries at their Fair Value. All the assets (other than Investments) and liabilities vested in it pursuant to this Scheme shall be recorded at their respective book values as appearing in the books of Transferor Company on the Appointed Date. The reserves (whether capital or revenue or arising on revaluation) of the transferor company, other than the statutory reserves, shall not be included in the financial statements of the Transferee Company.
- 2.2. Investment, if any, in the equity share capital of the Transferor Company as appearing in the books of accounts of Transferee Company or vice versa,, if not transferred prior to the effective date, shall stand cancelled and there shall be no further obligation / outstanding in that behalf.
- 2.3. The loans and advance or payables or receivables of any kind, held inter-se, if any between Transferor Company and Transferee Company, as appearing in their respective books of accounts shall stand discharged prior to effective date.
- 2.4. Any excess of the amount of the consideration (book value of equity shares being issued by Transferee Company to the shareholders of Transferor Company) over the value of the net assets of the Transferor Company acquired by the Transferee Company shall be recognised in the Transferee Company's financial statements as goodwill arising on amalgamation. If the amount of the consideration is lower than the value of net assets acquired, the difference shall be treated as Capital Reserve.
- 2.5. The accounting entries proposed in this Scheme shall be effected as a part of this Scheme and not under a separate process in terms of Section 78, 100 to 104 of the Act as the same neither involves diminution of liability in respect of unpaid share capital of Transferee company nor any payment to any shareholder of the Transferee Company of any paid-up capital and the order of High Court sanctioning the Scheme shall be deemed to be a due compliance of the provisions of Sections 100 to 102 of the Act. Consequently, the Transferee Company shall not be required to use the words "and reduced" as part of its corporate name.
- 2.6. The Transferee Company being listed at Stock Exchange, the amalgamation of the Transferor Company and the Transferee Company shall be in compliance of the provisions of the Listing Agreement of Transferee Company with the Stock Exchanges, especially the provisions of Clause 24 and 40A.

## **3. Saving of Concluded Transactions**

The transfer of properties and liabilities and the continuance of proceedings by or against Transferor Company as envisaged in above shall not affect any transaction or proceedings already concluded by Transferee Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that Transferor

Company accept and adopts all acts, deeds and things done and executed by Transferee Company in respect thereto as done and executed by Transferee Company in respect thereto as done and executed on behalf of itself.

**4. Dissolution of Transferor Company**

On occurrence of the Effective Date, Transferor Company shall, without any further act or deed, shall stand dissolved without winding up.

**PART - IV  
OTHER PROVISIONS**

**2. Application/Petition to High Court:**

- Transferor Company and Transferee Company shall, with all reasonable dispatch, make application/petition to the Hon'ble High Court, under Section 391 and other applicable provisions of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the classes of their respective members and/or creditors and for sanctioning the Scheme with such modifications as may be approved by the Hon'ble High Court.
- On the Scheme being agreed to by the requisite majorities of all the classes of the members and/or creditors of Transferor Company and Transferee Company shall, with all reasonable dispatch, apply to the Hon'ble High Court, for sanctioning the Scheme under Sections 391, 394 and other applicable provisions of the Act, and for such other orders, as the said High Court may deem fit for carrying this Scheme into effect and for dissolution of Transferor Company without winding-up.

**3. Conditionality of Scheme:**

The Scheme is conditional upon and subject to:

- The Scheme being agreed to by the respective requisite majority of members and creditors of each of Transferor Company and Transferee Company;
- The Scheme being approved by the Hon'ble High Court;
- All certified copies of the order(s) of the High Court sanctioning this Scheme being filed with the Registrar of Companies of relevant jurisdiction.
- This Scheme although to come into operation from the Appointed Date shall not become effective until the necessary certified copies of the order(s) under Sections 391 to 394 of the Act shall be duly filed with the Registrar of Companies of relevant jurisdiction.

**4. Modification or Amendment**

- Transferee Company (acting through its Board of Directors) and Transferor Company (acting through its respective Board of Directors) may assent to any modifications or amendments to this Scheme which the High Court(s) and/or other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for any question or doubt or difficulty that may arise for implementing and/or carrying out the scheme or which is generally in the benefit or interest of the shareholders and/or creditors. Transferee Company (acting through its Board of Directors) and Transferor Company (each acting through its respective Board of Directors) and after the dissolution of Transferor Company; Transferee Company (by its Board of directors) be and is hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties or questions whether by reason of any order(s) of the High Court(s) or of any directive or order(s) of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.
- Transferor Company and Transferee Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Hon'ble High Court or any other authority is not on terms acceptable to them.
- In the event of this Scheme failing to take effect finally this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own costs or as may be mutually agreed.

**5. General Terms and Conditions**

All costs, charges, fees, taxes including duties (including the stamp duty, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and matters incidental thereto shall be borne and paid by Transferee Company. All such costs, charges, fees, taxes, stamp duty including duties (excluding the stamp duty, if any, paid on this scheme which shall be pro rata added to the value of the immovable properties), levies and all other expenses, shall be debited to the Profit and Loss Account of Transferee Company.

## VIRESH INFOTECNICS LIMITED

508, ARUNACHAL BUILDING, 19, BARAKHAMBA ROAD, CONNAUGHT PLACE, NEW DELHI- 110001

### ATTENDANCE SLIP

#### For Court Convened Meeting of Equity Shareholders of Viresch Infotecnics Limited

**Proposed Merger-** Axis Convergence Private Limited with Viresch Infotecnics Limited

**DP ID no. – Client ID no. /Folio no. :**

**No. of shares :**

**Name :**

**Address :**

I/We hereby record my/our presence at the Court Convened meeting of the Company pursuant to the Order dated January 05<sup>th</sup>, 2012 in the Company Application (M) No. 169 of 2011 on Saturday, February 18<sup>th</sup>, 2012 at 11.00 A.M. at Bipin Chandra Pal Memorial Trust, A-81, Chittranjan Park, New Delhi-110019.

#### Shareholder

First/Sole/Proxy Holder

Second/Proxy Holder

Third/Proxy Holder

Fourth/Proxy Holder

## VIRESH INFOTECNICS LIMITED

508, ARUNACHAL BUILDING, 19, BARAKHAMBA ROAD, CONNAUGHT PLACE, NEW DELHI- 110001

### ENTRY PASS

#### FOR EQUITY SHAREHOLDERS MEETING ON 18.02.2012

(To be retained throughout the Meeting)

**DP ID no. – Client ID no. /Folio no. :**

**No. of shares :**

**Name :**

**Address :**

#### Shareholder

First/Sole/Proxy Holder

Second/Proxy Holder

Third/Proxy Holder

Fourth/Proxy Holder

#### Notes for Registration of Attendance and Poll:

1. Members are requested to produce attendance slips duly signed, get their entry pass stamped.
2. Entry pass should be retained throughout the meeting.
3. Poll will be conducted in respect of the Court Convened meeting. When the poll is announced by the Chairman of the meeting, the poll sheet will be distributed to all the members present inside the venue of the meeting as ordered by the Court. Members are requested to be seated and the poll sheet will reach them at their seats.
4. Poll sheet is to be signed by the members or proxy present, exactly as per the specimen signature registered with the Company/DP. Poll Sheet to be signed by the first registered holder present. In case of joint holders attending the meeting, a joint holder higher in the order of names registered will be entitled to vote. Any doubts/clarifications may be referred to volunteers present at the venue of the meeting.
5. The venue is equipped with or has to facilitate any clarifications on shareholding.
6. Complete poll sheets in all respects should be deposited in Poll Box kept near the stage of the venue.
7. If the member wants to vote in favour of the Scheme put "FOR" and in case intend to vote against the Scheme put "AGAINST".
8. Members are requested to bring a photo identity card along with them such proof shall be retained throughout the meeting.

**In the High Court of Delhi at New Delhi  
Company Original Jurisdiction  
Company Application (M) No. 169 of 2011**

**IN THE MATTER OF:**

**Sections 391 to 394 of the Companies Act, 1956**

**AND**

**IN THE MATTER OF:**

**AXIS CONVERGENCE PRIVATE LIMITED  
HAVING ITS REGISTERED OFFICE AT  
702, ARUNACHAL BHAWAN,  
19, BARAKHAMBA ROAD,  
CONNAUGHT PLACE, NEW DELHI- 110001**

**TRANSFEROR COMPANY  
(APPLICANT COMPANY-1)**

**AND**

**VIRESH INFOTECNICS LIMITED  
HAVING ITS REGISTERED OFFICE AT  
508, ARUNACHAL BUILDING,  
19, BARAKHAMBA ROAD,  
CONNAUGHT PLACE, NEW DELHI- 110001**

**TRANSFeree COMPANY  
(APPLICANT COMPANY-2)**

**FORM 37**

**[Rule 73]**

**FORM OF PROXY**

I / We, the undersigned [as equity shareholder], of the ViresH Infotecnics Limited hereby appoint Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ of etc., and failing him Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_, as my proxy, to act for me / us at the meeting of [equity shareholder] to be held at **Bipin Chandra Pal Memorial Trust, A-81, Chitranjan Park, New Delhi-110019 on Saturday, 18<sup>th</sup> February, 2012**, for the purpose of considering and, if thought fit, approving, with or without modification, scheme of arrangement for amalgamation of M/s Axis Convergence Private Limited with M/s ViresH Infotecnics Limited and at such meeting or at any adjournment thereof, to vote, for me/us and in my/our names \_\_\_\_\_ the said Scheme of Amalgamation either with or without modification as my/our proxy may approve.

Affix revenue Stamp and Sign

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012

Name :

Address :

Signature across the stamp

Folio No.

No of shares held:

DP ID / BEN ID:

Signature of the shareholder:

# If you want to vote in favour of the Scheme put "FOR" and in case you intend to vote against the Scheme put "AGAINST".

**Notes:**

1. Please affix revenue stamp for the appropriate value and sign across the stamp.
2. The Proxy must be deposited at the registered office of the Company not later than 48 hours before the time fixed for convening the meeting.
3. All alterations made in the Proxy Form must be initialed.

## BOOK - POST

*If undelivered please return to:*

**Visesh Infotecnics Limited**

508, Arunachal Building, 19 Barakhamba Road,

Connaught Place

New Delhi-110 001

E-mail : [info@viseshinfo.com](mailto:info@viseshinfo.com)

URL : <http://www.viseshinfo.com>