



AURIONPRO SOLUTIONS LTD.

Registered Office: 404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400 076, India.

Court Convened Meeting of Equity Shareholders of Aurionpro Solutions Limited

Day : Monday

Date : January 07, 2013

Time : 02:00 p.m.

Place : 404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400 076

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION NO. 817 OF 2012**

In the matter of the Companies Act, 1956 (1 of 1956);

AND

In the matter of Sections 391 to 394 of the Companies Act,
1956 (1 of 1956);

AND

In the matter of Scheme of Amalgamation of
SEEINFOBIZ PRIVATE LIMITED

WITH

AURIONPRO SOLUTIONS LIMITED

AURIONPRO SOLUTIONS LIMITED, a company)
incorporated under the Companies Act, 1956 having its)
registered office at 404, Nomura, High Street, Hiranandani)
Business Park, Powai, Mumbai - 400 076) ... Applicant Company.

NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS

To,

The Equity Shareholders of AURIONPRO SOLUTIONS LIMITED, the Applicant Company, Take Notice that by an Order made on the 30th day of November, 2012 the Hon'ble High Court of Judicature at Bombay has directed that a meeting of the Equity Shareholders of AURIONPRO SOLUTIONS LIMITED, the Applicant Company, be convened and held at registered office of the company at 404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400 076, on, Monday, the 07th day of January, 2013 at 02.00 p.m to transact the following special business:

To consider and if thought fit, to pass with or without modification(s) the following resolution under Section 391 to 394 of the Companies Act, 1956, for approval of arrangement embodied in the SCHEME OF AMALGAMATION proposed to be made between SEEINFOBIZ PRIVATE LIMITED, the Transferor Company with AURIONPRO SOLUTIONS LIMITED, the Transferee Company.

"RESOLVED THAT pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 ("Act") and subject to approval of the Hon'ble Bombay High Court, the SCHEME OF AMALGAMATION made between SEEINFOBIZ PRIVATE LIMITED, the Transferor Company with AURIONPRO SOLUTIONS LIMITED, the Transferee Company, as circulated along with the notice of the meeting, a copy of which is placed before the meeting and for the purpose of identification signed by the Chairman thereof, be and is hereby approved and agreed to.

RESOLVED FURTHER THAT for the purpose of giving effect to the above resolution and for removal of any difficulties or doubts, the Board of Directors of the Company (hereinafter referred to as "the Board", which term shall deem to include any committee or any person(s) which the Board may nominate or constitute to exercise its powers, including the powers conferred under this Resolution), be and is hereby authorised to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, usual or proper and to settle any questions or difficulties that may arise with regard to the implementation of the above amalgamation including combination of authorised capitals, including passing of such accounting entries and/or making such adjustments in the books of account as considered necessary to give effect to the above Resolution or to carry out such modifications/directions as may be ordered by the Hon'ble High Court of Judicature at Bombay to implement the aforesaid Resolution."

In pursuance of the said order and as directed therein, further notice is hereby given that a meeting of Equity Shareholders

of the Applicant Company will be held at registered office of the company at 404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400 076, on Monday the 07th day of January, 2013 at 02.00 p.m., at which time and place the said members are requested to attend.

Take further notice that you may attend and vote at the said meeting in person or by proxy, provided that a proxy in the prescribed form duly signed is deposited at the Registered Office of the Company at 404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400 076, India, not later than 48 hours before the meeting.

The Hon'ble High Court has appointed Mr. Amit Sheth, Managing Director of the Applicant Company, failing him, Mr. Mehul Raval, Company Secretary of the Applicant Company, failing him, Mr. Harshvardhan Tarkas, Executive of the Applicant Company, as the Chairman of the said meeting.

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

Sd/-

Amit Sheth
(Chairman Appointed for the Meeting)

Date: 1st December, 2012

Registered Office:

404, Nomura, High Street, Hiranandani Business Park,
Powai, Mumbai – 400 076

(Note: All alterations made in the Form of Proxy should be initialed)

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION NO. 817 OF 2012**

In the matter of the Companies Act, 1956 (1 of 1956);

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In the matter of Sections 391 to 394 of the Companies Act,
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AURIONPRO SOLUTIONS LIMITED, a company)
incorporated under the Companies Act, 1956 having its)
registered office at 404, Nomura, High Street, Hiranandani)
Business Park, Powai, Mumbai - 400 076) ... Applicant Company.

**EXPLANATORY STATEMENT UNDER SECTION 393 and 173
OF THE COMPANIES ACT, 1956.**

Pursuant to an Order dated 30th November, 2012 passed by the High Court of Judicature at Bombay in the Company Application referred to herein above, a meeting of the Equity Shareholders of AURIONPRO SOLUTIONS LIMITED, the Applicant Company (hereinafter referred to as "the Transferee Company"), is being convened at **registered office of the company at 404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400 076, on, Monday the 07th day of January, 2013 at 02.00 p.m.**, for the purpose of considering and, if thought fit, approving, with or without modification, the proposed Scheme of Amalgamation (hereinafter referred to as "the Scheme") of SEEINFOBIZ PRIVATE LIMITED, (hereinafter referred to as "the Transferor Company"), with AURIONPRO SOLUTIONS LIMITED, the Applicant Company (hereinafter referred to as "the Transferee Company") including combination of authorised share capital of 50,000 Equity Shares of Rs. 10/- each (Rupees Ten) each of SEEINFOBIZ PRIVATE LIMITED, (hereinafter referred to as "the Transferor Company"), with AURIONPRO SOLUTIONS LIMITED, the Applicant Company (hereinafter referred to as "the Transferee Company"), as provided in the Scheme, which is annexed to the Notice. A Certified Copy of the said Order will be available for inspection at the Registered Office of the Company at **404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400 076** during the office hours on any working day (except Saturdays, Sundays and holidays) of the Company from 10.00 a.m. to 1.00 p.m.

1. Expressions used in this Explanatory Statement, if defined in the Scheme, shall have the same meaning as those defined in the Scheme, in the event, under the provisions of Sections 391 to 394 of the Companies Act, 1956, applications and petitions for amalgamation are required to be filed before the High Court.
2. The Boards of Directors of SEEINFOBIZ PRIVATE LIMITED and AURIONPRO SOLUTIONS LIMITED have approved the Scheme of Amalgamation on 5th day of October, 2012 and the Directors of the Applicant Company recommend the same for the approval of the Equity Shareholders of the Applicant Company.
3. a. The Applicant/Transferee Company was incorporated under the Companies Act, 1956 on 31st Day of October, 1997 under the Companies Act, 1956 as 'Value Added Information Distribution Services Pvt. Ltd.' the name was changed to 'VAIDS Technologies Pvt. Ltd.' on 30th day of April, 2001. The name was again changed to Aurionpro Solutions Pvt. Ltd.' on 18th September, 2003. Further the name was again changed to 'Aurionpro Solutions Ltd.' on 09th Day of March, 2005.

- b. The Registered Office of the Applicant / the Transferee Company is situated at 404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400 076.
- c. The Share Capital of the Applicant / the Transferee Company as on 30th day of September, 2012 is as under:-

Authorised Share Capital	Amount (Rs.)
2,61,00,000 Equity Shares of Rs. 10/- each	26,10,00,000
Total	26,10,00,000
Issued, Subscribed and Paid-up Share Capital	
1,59,35,427 Equity Shares of Rs. 10/- each fully paid up.	15,93,54,270
Total	15,93,54,270

As on date, there is no change in the capital structure of the Transferee Company.

- d. The objects of the Applicant / Transferee Company are set out in the Memorandum of Association. They are briefly as under:

“To engage in and carry on the business of development of software application, packages, system, modules and to provide technical, management and project consultancy service for development of systems, packages etc. and also to undertake programs for training of personnel at various location for development of Software application, packages, systems, modules and engage in marketing and distribution of software, system, modules computer hardware, and peripherals”

4. a. SEEINFOBIZ PRIVATE LIMITED (hereinafter referred to as “The Transferor Company”) was incorporated on the 11th day of December, 2003 under the Companies Act, 1956 under the name and style of 'SEEINFOBIZ PRIVATE LIMITED'.
- b. The Registered Office of the Transferor Company is situated at A-301/302, Gasper Enclave, Pali Naka, Pali Market, Bandra (W), Mumbai, Maharashtra.
- c. The Share Capital of the Transferor Company as on 30th day of September, 2012 is as under:

Authorised Share Capital	Amount (Rs.)
50,000 Equity Shares of Rs. 10/- each	5,00,000
Total	5,00,000
Issued, Subscribed & Paid-up Share Capital	
50,000 Equity Shares of Rs. 10/- each	5,00,000
Total	5,00,000

As on date, there is no change in the capital structure of the Transferee Company.

- d. The objects of the Second Transferor Company are set out in the Memorandum of Association. They are briefly as under:

“To act as Computer Software consultants and render technical and professional services in the field of in business intelligence solutions, E-Business solutions, Enterprise Application Integration (EAI) wireless applications and Internet, website hosting and designing, domain name registration, total internet solutions networking, E-Commerce, bulletin boards services to act as Internet Service providers, Search engine solutions, Search engine hosting, Search engine marketing, Internet Marketing, offering e – mail and various internet services, running a search engine, developing a pay per click or per position or cost per click model, search engine optimization, search engine resource planning, development of search and metasearch software, metasearch engine consultancy, search engine consultancy, running a metasearch engine, providing database of pay per click or per cost per click or pay per position search database, to deal and provide services in field of the systems software development including developing and trading in software packages, Tailor made software packages, multimedia, to render maintenance and services for both computer hardware and software and to train

personnel for this purpose, computer services of all kinds including rent out of computers and software equipments, offer and perform data processing services, running and setting up a BPO (Business Outsourcing) centers BPO outsourcing, BPO consultancy in India and abroad”

5. The amalgamation of SEEINFOBIZ PRIVATE LIMITED with AURIONPRO SOLUTIONS LIMITED will be effected by the Scheme of Amalgamation under Sections 391 and 394 of the Companies Act, 1956 (hereinafter referred to as “the said Act”).

BACKGROUND TO THE AMALGAMATION

6. The Transferor and the Transferee Companies are in the similar line of business viz. Software and Information Technology solutions, consultancy & knowledge advisory services and business intelligence and have business facilities which are complementary to each other. This will enable the amalgamated entity to derive benefits of vertical and horizontal integration and benefits of synergy, which would ultimately contribute to the future of business and profitability of the amalgamated Company. The amalgamation of Transferor Company with Transferee Company is, therefore, beneficial in the long term interests of the business and would be in the interest of the shareholders of the company.

The amalgamation of Transferor Company with Transferee Company would, inter alia, have the following benefits:

- a) The amalgamation would enable optimum utilization of Funds & Resources.
 - b) It will provide the benefit of operational synergies to the combined entity, which can be put to the best advantage of the stakeholders.
 - c) Improved organizational capability and leadership, arising from the pooling of human capital that has diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
 - d) Greater efficiency in cash management of the amalgamated entity, and unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholder value.
 - e) Cost savings are expected to flow from more focused operational efforts, rationalization, standardization and simplification of business processes, productivity improvements, improved procurement, and the elimination of duplication, and rationalization of administrative expenses.
 - f) The amalgamated entity will have the ability to leverage on its large asset base, diverse range of products and services, and vast pool of intellectual capital, to enhance shareholder value.
 - g) The amalgamated company will be in a position to generate / raise additional funds and diversify and expand into other profitable ventures with larger resources
7. The Salient Features of the Scheme of Amalgamation (“the Scheme”) of the Transferor Company with the Transferee Company are as follows:
 - 1) The “Appointed Date” for the Scheme shall be 1st April, 2012;
 - 2) “Effective date” means the dates on which certified copies of the Order(s) of the High Court at Bombay vesting the assets, property, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company are filed with the Registrar of Companies, Maharashtra after obtaining the consents, approvals, permissions, resolutions, agreements, sanction and orders necessary are obtained;
 - 3) On the Scheme becoming effective, the Transferor Company shall be dissolved without being wound up and without any further act by the Parties;

4) AMALGAMATION/TRANSFER OF UNDERTAKING

- 4.1 With effect from the opening of business as on the Appointed Date, the Undertaking of the Transferor Company shall, without any further act or deed, be and the same shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company pursuant to the provisions of Section 394 and other applicable provisions of the said Act. Provided that in furtherance of the orders of the High Court, the movable properties of the Transferor Company shall vest in the Transferee Company in the manner laid down hereunder:
- (i) All the movable assets of the Transferor Company, including machinery, investments, furniture and fixtures, cash on hand, etc., shall be physically handed over by manual delivery to the Transferee Company to the end and intent that the title and property therein shall pass to the Transferee Company on such delivery.
 - (ii) In respect of the movable assets of the Transferor Company other than those specified in sub-clause (i) above i.e. sundry debtors, loans and advances, 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 authorities and bodies, customers, investment in other companies including companies outside India, etc., 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 law or otherwise, give notice in such form as it may deem fit and proper, to each person, debtor, depositor or the investee, as the case may be, that pursuant to the Scheme, the said investment, debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realize all such debts and investment stand transferred and assigned to the Transferee Company and that appropriate entries should be passed in the Transferee Company books to record the aforesaid change.
 - (iii) The registrations in the name of the Transferor Company, shall, if permitted by law and unless otherwise directed by the Court, without any further act, deed, matter or thing, be transferred in the name of the Transferee Company from the effective date.
- 4.2 With effect from the Appointed Date, all the said Liabilities of the Transferor Company shall, without any further act or deed, be and stand transferred to the Transferee Company pursuant to the applicable provisions of the said Act, so as to become as from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company. The transfer and vesting of the Undertaking of the Transferor Company and continuance of the proceedings by the Transferee Company shall not affect any transactions or proceedings already concluded by the Transferor Company in the ordinary course of business on and after the Appointed Date to the end and intent that the Transferee Company accepts on behalf of itself all acts, deeds and things done and executed and all transactions or proceedings already concluded by the Transferor Company.
- 4.3 With effect from the Appointed Date, all debts, liabilities, dues, duties and obligations including all income taxes, excise duty, customs duty, sales tax, value added tax, service tax and other Government and Semi-Government liabilities of the Transferor Company shall pursuant to the applicable provisions of the Act and without any further act or deed be also transferred or be deemed to be transferred to and vest in and be assumed by the Transferee Company so as to become as from the Appointed Date the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company. 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.

The members are requested to read the entire texts of the scheme to get better acquainted with the particulars thereof what are stated herein above are brief salient features only.

8. Directors and their Shareholding

- a. The Directors of the Applicant / Transferee Company have no material interest in the Scheme of Amalgamation.

The Shareholdings of the present Directors of the Transferee Company in the Transferee Company and Transferor Company, as on 30th September, 2012, are as under:

Sr. No.	Name of Director	Aurionpro Solutions Limited (the Transferee Company)	SEEINFOBIZ Private Limited (the Transferor Company)
1	Vishwanath Prabhu	10,30,925	Nil
2	Amit Sheth	9,56,704	Nil
3	Sanjay Desai	7,97,631	Nil
4	Paresh Zaveri	15,90,301	Nil
5	Mahendra Mehta	2,77,838	Nil
6	Sandeep Daga	2,83,229	Nil
7	Nikunj Kapadia	6,998	Nil
8	Prem Rajani	Nil	Nil

- b. The Directors of the Transferor Company have no material interest in the Scheme of Amalgamation. The Shareholdings of the present Directors of the Transferor Company in the Transferor Company and the Transferee Company, as on 30th September, 2012, are as under:

Sr. No.	Name of Director	Aurionpro Solutions Limited (the Transferee Company)	SEEINFOBIZ Private Limited (the Transferor Company)
1	Preeti Sidhwani	Nil	5,000
2	Nisha Sidhwani	Nil	25,000
3	Chandan Sidhwani	Nil	20,000
4	Farhan Akhtar	Nil	Nil
5	Ritesh Sidhwani	Nil	Nil
6	Rajashri Hazare	Nil	Nil
7	Venkitachalam Babu	Nil	Nil

9. Shareholding Pattern of the Transferor Company (SEEINFOBIZ PRIVATE LIMITED) as on 30th September, 2012 is as follows:-

Sr. No.	Category	No. of shares held	%
1.	Promoters	50,000	100
2.	Public Shareholding –Institutions	-	-
3.	Public Shareholding Non Institutions	-	-
	TOTAL	50,000	100

10. The Pre and Post Amalgamation Shareholding Pattern of the Transferee Company (AURIONPRO SOLUTIONS LIMITED) as on 30th September, 2012 is as follows:-

Sr. No.	Category	Pre Amalgamation		Post Amalgamation	
		No. of shares held	%	No. of shares held	%
1.	Promoters	52,64,403	33.04	52,64,403	32.23
2.	Public Shareholding –Institutions	7,20,677	4.52	7,20,677	4.52
3.	Public Shareholding – Non Institutions	99,50,347	62.18	1,03,50,347	64.12
	TOTAL	1,59,35,427	100.00	1,63,35,427	100.00

11. The Pre Amalgamation Capital Structure of Transferee Company (AURIONPRO SOLUTIONS LIMITED) as on 30th September, 2012 is as follows:

Authorised Share Capital	Amount (Rs.)
2,61,00,000 Equity Shares of Rs. 10/- each	26,10,00,000
Total	26,10,00,000
Issued, Subscribed and Paid-up Share Capital	
1,59,35,427 Equity Shares of Rs. 10/- each fully paid up.	15,93,54,270
Total	15,93,54,270

12. The Post Amalgamation Capital Structure of Transferee Company (AURIONPRO SOLUTIONS LIMITED) is as follows:

Authorised Share Capital		Amount (Rs.)
2,61,50,000 Equity Shares of Rs. 10/- each		26,15,00,000
	Total	26,15,00,000
Issued, Subscribed and Paid up Capital Share Capital		
1,63,35,427 Equity Shares of Rs. 10/- each fully paid up.		16,33,54,270
	Total	16,33,54,270

13. No investigation proceedings have been instituted or are pending under Sections 235 to 251 of the Companies Act, 1956, against the Applicant / Transferee Company.
14. Inspection of the following documents may be had at the Registered Office of the Applicant / Transferee Company on any working day (except Saturdays, Sundays and public holidays) prior to the date of the meeting, during office hours.
- The Copy of the Order dated 30th November, 2012, of the High Court of Judicature at Bombay passed in Company Application No. 817 of 2012 directing the convening of the meeting of the equity shareholders of the Applicant Company.
 - The Memorandum and Articles of Association of the Transferor Company and the Transferee Company.
 - The Annual Report of Transferor Company and the Transferee Company for the year ended 31st March, 2012.
 - The unaudited financial results of Transferor Company and the Transferee Company for the period ended 30th September, 2012.
 - Copy of the Report on Share Exchange Ratio dated 3rd October, 2012 issued by Mr. Abhijit Deshpande, Chartered Accountant.
 - Copy of the Fairness Opinion Report on the valuation of shares dated 19th October 2012 issued by Vivro Financial Services Private Limited.
 - Scheme of Amalgamation.

This statement may be treated as the statement under Section 173 and also Section 393 of the Companies Act, 1956. A copy of the Scheme, Explanatory Statement and form of Proxy may be obtained from the Registered office of the Applicant / Transferee Company and / or at office of the Advocates M/s. RAJESH SHAH & CO. 16, Oriental Building, 30, Nagindas Master Road, Flora Fountain, Fort, Mumbai – 400 001.

Sd/-

Amit Sheth
(Chairman appointed for the meeting)

Dated this 1st December, 2012

Registered Office:

404, Nomura, High Street, Hiranandani Business Park,
Powai, Mumbai – 400 076, India

SCHEME OF AMALGAMATION
OF
SEEINFOBIZ PRIVATE LIMITED
WITH
AURIONPRO SOLUTIONS LIMITED

1. PREAMBLE

This Scheme of Amalgamation provides for amalgamation of SEEINFOBIZ PRIVATE LIMITED (hereinafter referred to as “The Transferor Company” or “SPL”) with AURIONPRO SOLUTIONS LIMITED (hereinafter referred to as “The Transferee Company” or “ASL”), pursuant to Sections 391 to 394 and other relevant provisions of the Companies Act, 1956.

2. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- 2.1 SEEINFOBIZ PRIVATE LIMITED (hereinafter referred to as “The Transferor Company” or “SPL”) means a Company incorporated under the Companies Act, 1956, whose Registered Office is situated at A-301/302, Gasper Enclave, Pali Naka, Pali Market, Bandra (W), Mumbai, Maharashtra and shall include its successors and assigns.
- 2.2 AURIONPRO SOLUTIONS LIMITED (hereinafter referred to as “The Transferee Company” or “ASL”) a Company incorporated under the Companies Act, 1956 whose Registered Office is situated at 404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400076 and shall include its successors and assigns.
- 2.3 “The said Act” means the Companies Act, 1956 including any statutory modification or re – enactment thereof for the time being in force.
- 2.4 “The Appointed Date” means 1st April, 2012 or such other date as the High Court at Bombay may direct.
- 2.5 “The Effective Date” means the dates on which certified copies of the Order(s) of the High Court at Bombay vesting the assets, property, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company are filed with the Registrar of Companies, Maharashtra after obtaining the consents, approvals, permissions, resolutions, agreements, sanction and orders necessary are obtained
- 2.6 “Undertaking” shall mean and include the entire business of the Transferor Company as a going concern including
- (a) All the assets and properties of “SPL” as on the Appointed Date (hereinafter referred to as “the said assets”)
 - (b) All the debts, liabilities, duties and obligations of “SPL” as on the Appointed Date (hereinafter referred to as “the said Liabilities”)
 - (c) Without prejudice to the generality of sub clause (a) and (b) above, the undertaking of the Transferor Company shall include entire business as going concern and all the Transferor Company's movable and immovable properties, investments, assets, loans and advances including lease-hold rights, tenancy rights, Industrial and other licenses, permits, authorizations, deposits, quota rights, and other intangible rights, trade marks, patents and other Industrial and intellectual properties, import quotas, statutory permissions, approvals and consents, of any kind whatsoever, rights and benefits to all agreements and other interests including rights, entitlements to any amount claimable from Government (whether or not recorded in the books), right to claim refund of any tax, duty, cess or other charges, including right to refund or adjustment of any erroneous or excess payments and any interest thereon under any scheme or statute made by Government, right to deductions, exemptions, rebates, allowances, amortization benefit, etc. under the Income Tax Act, 1961, or any other benefits /incentives/ exemption given under

any policy announced, issued or promulgated by the Government of India, any State Government, or any other governmental body or authority or any other like benefits under any statute and advantages of whatsoever nature belonging to or in the control of or vested in or granted in favour of or enjoyed by the Transferor Company, telephones, telex, facsimile and other communication facilities and equipments, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of whatsoever nature belonging to or in the control of or vested in or granted in favour of or enjoyed by the Transferor Company

2.7 "The Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) approved or imposed or directed by the High Court at Bombay.

2.8 "Court" or "The Court" or "The High Court" means High Court of Judicature at Bombay.

3. SHARE CAPITAL

The details of Share capital of the Transferor Company and the Transferee Company as on 31st August, 2012 are as under:

- (a) The Authorised Share Capital of the Transferor Company is Rs. 5,00,000/- (Rupees Five Lakhs) divided into of 50,000 (Fifty Thousand) Equity Shares of Rs. 10/- (Rupees Ten) each. The Issued, Subscribed and Paid up Share Capital is Rs. 5,00,000/- (Five Lakh) divided into 50,000 (Fifty Thousand) Equity Shares of Rs. 10/- (Rupees Ten) each fully paid up.
- (b) The Authorised Share Capital of the Transferee Company is Rs. 26,10,00,000/- (Rupees Twenty Six Crore Ten Lakhs) comprising of 2,61,00,000 (Two Crore Sixty One Lakh) Equity Shares of Rs.10/- each. The Issued, Subscribed and Paid up Share Capital is Rs. 15,93,54,270/- (Rupees Fifteen Crores Ninety Three Lakhs Fifty Four Thousand Two Hundred and Seventy) comprising of 1,59,35,427 (One Crore Fifty Nine Lakhs Thirty Five Thousand Four Hundred and Twenty Seven) Equity Shares of Rs.10/- each.

4. TRANSFER OF UNDERTAKING

4.1 With effect from the opening of business as on the Appointed Date, the Undertaking of the Transferor Company shall, without any further act or deed, be and the same shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company pursuant to the provisions of Section 394 and other applicable provisions of the said Act. Provided that in furtherance of the orders of the High Court, the movable properties of the Transferor Company shall vest in the Transferee Company in the manner laid down hereunder:

- (i) All the movable assets of the Transferor Company, including machinery, investments, furniture and fixtures, cash on hand, etc., shall be physically handed over by manual delivery to the Transferee Company to the end and intent that the title and property therein shall pass to the Transferee Company on such delivery.
- (ii) In respect of the movable assets of the Transferor Company other than those specified in sub-clause (i) above i.e. sundry debtors, loans and advances, 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 authorities and bodies, customers, investment in other companies including companies outside India, etc., 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 law or otherwise, give notice in such form as it may deem fit and proper, to each person, debtor, depositor or the investee, as the case may be, that pursuant to the Scheme, the said investment, debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realize all such debts and investment stand transferred and assigned to the Transferee Company and that appropriate entries should be passed in the Transferee Company books to record the aforesaid change.
- (iii) The registrations in the name of the Transferor Company, shall, if permitted by law and unless otherwise directed by the Court, without any further act, deed, matter or thing, be transferred in the name of the Transferee Company from the effective date.

4.2 With effect from the Appointed Date, all the said Liabilities of the Transferor Company shall, without any further act or deed, be and stand transferred to the Transferee Company pursuant to the applicable provisions of the

said Act, so as to become as from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company. The transfer and vesting of the Undertaking of the Transferor Company and continuance of the proceedings by the Transferee Company shall not affect any transactions or proceedings already concluded by the Transferor Company in the ordinary course of business on and after the Appointed Date to the end and intent that the Transferee Company accepts on behalf of itself all acts, deeds and things done and executed and all transactions or proceedings already concluded by the Transferor Company.

- 4.3 With effect from the Appointed Date, all debts, liabilities, dues, duties and obligations including all income taxes, excise duty, customs duty, sales tax, value added tax, service tax and other Government and Semi-Government liabilities of the Transferor Company shall pursuant to the applicable provisions of the Act and without any further act or deed be also transferred or be deemed to be transferred to and vest in and be assumed by the Transferee Company so as to become as from the Appointed Date the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company. 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.

5. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

Subject to other provisions contained in the Scheme, all contracts, deeds, bonds, debentures, agreements and other instruments of whatever nature to which the Transferor Company is a party or 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 as effectually as if, instead of the Transferor Company, 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 in order to give formal effect to the provisions of this clause, if so required or if it becomes necessary and the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company.

6. LEGAL PROCEEDINGS

If any suit, writ petition, appeal, revision or other proceedings of whatever nature (hereinafter called "the Proceedings") by or against the Transferor Company are pending, the same shall not abate, be discontinued or be in any way prejudicially be affected by reason of the transfer of the undertaking of the Transferor Company or of anything contained in the Scheme, but the 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 be or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made. On and from the Effective Date, the Transferee Company shall and may initiate any legal proceedings for and on behalf of the Transferor Company notwithstanding the fact that the Transferor Company have been dissolved without winding up.

7. OPERATIVE DATE OF THE SCHEME

The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date.

8. TRANSFEROR COMPANY'S EMPLOYEES

- 8.1 Upon the Scheme coming into effect, all permanent Employees of the Transferor Company, shall become employees of the Transferee Company on such date as if they were in continuous service without any break or interruption in service and on the terms and conditions as to remuneration not less favorable than those subsisting with reference to the respective Transferor Company as on the said date. It shall not be necessary to obtain consent of any third party or other person, in order to give effect to the provisions of this Clause.
- 8.2 It is provided that so far as the Provident Fund, Gratuity Fund, or any other Special Scheme(s)/Fund(s), if any, created or existing for the benefit of the employees of the Transferor Company are concerned, upon the coming into effect of this Scheme, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes/Funds in accordance with provisions of such Schemes/Funds as per the terms provided in the respective Trust Deeds, to the end and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such Schemes/Funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the aforesaid Schemes/Funds.

9. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE

With effect from the Appointed Date and upto the Effective Date, the Transferor Company:

- (a) shall carry on and be deemed to carry on all their business and activities and stand possessed of their properties and assets for and on account of and in trust for the Transferee Company and all the profits accruing to the Transferor Company or losses arising or incurred by it shall, for all purposes, be treated as the profits or losses of the Transferee Company, as the case may be;
- (b) hereby undertakes to carry on its business, until the Effective Date, with reasonable diligence and shall not, without the written consent of the Transferee Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of their business;
- (c) shall not, without the written consent of the Transferee Company, undertake any new business or reorganize any existing business;
- (d) shall not make any change in its capital structure either by any increase, (by issue of equity or shares on a right basis, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner, except by mutual consent of the respective Board of Directors of the Transferor Company and the Transferee Company or except as may be expressly permitted under this Scheme;
- (e) shall not vary the terms and conditions and employment of permanent employees except in ordinary course of business.

10. ISSUE OF SHARES BY THE TRANSFEE COMPANY

- 10.1 Upon the Scheme becoming finally effective, in consideration of the transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of the Scheme, the Transferee Company shall, subject to the provisions of the Scheme and without any further application, act, instruments or deed, issue and allot 8 (Eight) Equity Share of the face value of Rs. 10/- (Rupees Ten) each credited as fully Paid up in the Capital of the Transferee Company to the Shareholders of the Transferor Company whose names are recorded in its Register of Members, on a date to be fixed by the Board of Directors of the Transferee Company, for every 1 (One) Equity Shares of the face value of Rs. 10/- (Rupees Ten) each held by the said Shareholders in the Transferor Company.
- 10.2 No fractional shares shall be issued by the Transferee Company and the fractional share entitlements, if any, arising out of such allotment, shall be rounded off to the nearest complete share.
- 10.3 The Said Equity Shares transferred and delivered by the Transferee Company in terms of this Scheme shall continue to remain listed on the Stock Exchanges where they are listed at present and shall be subject to lock-in restrictions, if any, applicable to them.

11. ACCOUNTING TREATMENT

- 11.1 Transferee Company shall, upon the amalgamation contemplated in this Scheme becoming operative, record the assets and liabilities of the Transferor Company vested in it pursuant to this Scheme, in accordance with Accounting Standard-14 (AS-14) notified by the Central Government pursuant to Section 211 of the Companies Act.
- 11.2 Further, in case of any difference in accounting policy between the Transferor Company and Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the Revenue Reserve(s) as mentioned earlier to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistency in the accounting policy
- 11.3 An amount equal to the balance lying to the credit/ debit of Profit and Loss Account in the books of the Transferor Company shall be credited/ debited by the Transferee Company to its Profit and Loss Account and shall constitute (or reduce, as the case may be) the Transferee Company's free reserves as effectively as if the same were created by the Transferee Company and credited by the Transferor Company out of its own earned and distributable profits, subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferor Company or Transferee Company be required, the Reserves of the Transferor Company will be merged with the Transferee Company in the same form as they appeared in the financial statements of the Transferor Company.

11.4 The excess or deficit remaining after recording the aforesaid entries, shall be credited/ debited by the Transferee Company to its Capital Reserve/ Goodwill Account as the case may be.

12. DIVIDEND, PROFIT, BONUS/RIGHTS SHARES, AUTHORISED CAPITAL, MANAGEMENT AND ADMINISTRATION:

At any time upto the Effective Date,

12.1 The Transferor Company shall not declare/or pay dividends which are interim or final to the respective members relating to any period commencing on or after the Appointed Date unless agreed to by the Board of Directors of the Transferor Company and the Transferee Company.

12.2 The resolutions of the Transferor Company, which are valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be valid and shall constitute for the Transferee Company.

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

13. COMBINATION OF AUTHORISED CAPITAL

13.1 Upon sanction of this Scheme, the Authorized Share Capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Company, by the Authorized Share Capital of Transferor Company amounting to Rs.5,00,000 (Rupees Five Lakhs Only) comprising of 50,000 (Fifty Thousand) Equity Shares of Rs.10/- (Rupees Ten) each and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the Authorized Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Sections 16, 31, 94 and 394 and applicable provisions of the Act, as the case may be and for this purpose the stamp duties and fees paid on the Authorized Share Capital of the Transferor Company shall be utilized and applied to the increased Authorized Share Capital of the Transferee Company and no payment of any extra stamp duty and/or fee shall be payable by Transferee Company for increase in the Authorized Share Capital to that extent.

13.2 Consequent upon the amalgamation, the Authorized Share Capital of the Transferee Company will be as under:

“Rs.26, 15, 00,000 (Rupees Twenty Six Crores Fifteen Lac Only) divided into 2, 61, 50,000 (Two Crores Sixty One Lac Fifty Thousand) Equity Shares of Rs. 10/- (Rupees Ten Only) each”.

13.3 It is clarified that the approval of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum of Association and Articles of Association of the Transferee Company as may be required under the Act.

14. APPLICATIONS TO HIGH COURTS

The Transferee Company hereto shall, with all reasonable dispatch, make applications / petitions and other filings under Sections 391 to 394 of the said Act to the High Court of Judicature at Bombay for sanctioning the Scheme of Amalgamation and for dissolution of the Transferor Company without winding up.

15. DISSOLUTION OF THE TRANSFEROR COMPANY

On the Scheme becoming effective, the Transferor Company shall be dissolved without being wound up and without any further act by the Parties

16. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

The Scheme is conditional on and subject to:

16.1 The approval to the Scheme by the requisite majorities of the members and Unsecured creditors of the Transferor Company as may be directed by the High Court of Judicature at Bombay on applications made for

directions under sections 391 to 394 of the said Act for calling or dispensing with meetings and necessary resolutions being passed under the Act for the purpose.

16.2 The sanction of the High Court of Judicature at Bombay under Sections 391 to 394 of the said Act, in favour of the Transferor Company and the Transferee Company and to the necessary Order or Orders under Section 394 of the said Act, being obtained and

16.3 Filing of the certified copies of the Court order referred to in the Scheme being filed with the Registrar of Companies, Maharashtra, Mumbai.

16.4 The requisite consent, approval or permission of any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.

17. MODIFICATIONS/AMENDMENTS TO THE SCHEME

17.1 The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modification or amendment to the Scheme or agree to any terms and/or conditions which the Courts and/or any other authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect. All modification / amendments to the Scheme shall be subject to approval of the High Court.

17.2 For the purpose of giving effect of this Scheme or to any modifications or amendments, thereof, the Directors of the Transferor Company and Transferee Company may give and are authorised to give all such directions that are necessary or are desirable including directions for settling any doubts or difficulties that may arise.

18. EFFECT OF NON RECEIPT OF APPROVALS/SANCTIONS

In the event of any approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Company shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme not being sanctioned by the Hon'ble High Courts, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

19. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with the Scheme and of carrying out and implementing/completing the terms and provisions of the Scheme and/or incidental to the completion of Amalgamation of the said Undertaking of the Transferor Company in pursuance of the Scheme shall be borne and paid solely by the Transferee Company.

20. GENERAL TERMS AND CONDITIONS

All taxes payable by Transferor Company from the Appointed Date onwards including all or any refunds and claims shall, for all purposes, be treated as the tax liabilities or refunds and claims of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its Sales Tax/VAT returns, Service Tax and Cenvat return, any other tax returns, and to claim refunds/credits, pursuant to the provisions of this Scheme.

Upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise its income tax returns and to claim refunds advance tax, TDS and withholding tax credits, etc, pursuant to the provisions of this Scheme.

**THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION NO. 817 OF 2012**

In the matter of the Companies Act 1 of 1956;

AND

In the matter of Sections 391 to 394 of the Companies Act,
1956;

AND

In the matter of Scheme of Amalgamation of
SEEINFOBIZ PRIVATE LIMITED

WITH

AURIONPRO SOLUTIONS LIMITED

AURIONPRO SOLUTIONS LIMITED, a company)
incorporated under the Companies Act, 1956 having its)
registered office at 404, Nomura, High Street, Hiranandani)
Business Park, Powai, Mumbai - 400 076) ... Applicant Company.

FORM OF PROXY

I/We, the undersigned, being an Equity Share holder(s) of AURIONPRO SOLUTIONS LIMITED, the above Applicant Company do hereby appoint _____ of _____ and failing him/her _____ of _____ as my /our Proxy, to act for me/ us at the Court convened meeting of the Equity Share holders of the Applicant Company to be held at **registered office of the company at 404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400 076, on, Monday the 07th day of January, 2013 at 02.00 p.m** for the purpose of considering and if thought fit, approving with or without modification, the arrangement embodied in the Scheme of Amalgamation of SEEINFOBIZ PRIVATE LIMITED, (hereinafter referred to as the Transferor Company) with AURIONPRO SOLUTIONS LIMITED (hereinafter referred to as “the Transferee Company”) and at such meeting any adjournment / adjournments thereof to vote, for me / us and in my / our name _____ (here, if for, insert 'for', if against, insert 'against', and in the later case, strike out the words below after 'Scheme of Amalgamation') the said Scheme of Amalgamation either with or without modification(s) as my / our proxy may approve.

*(Strike out whichever is not applicable)

Dated this _____

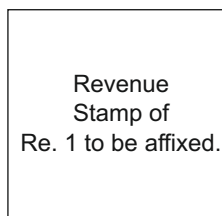
Name : _____

Address : _____

No. of Shares _____

Reg. Folio No. _____ (For Physical holding)

DPID/ Client ID. _____ (For Demat holding)



Signature across the stamp

NOTES:

1. PROXY TO BE DEPOSITED AT THE REGISTERED OFFICE OF THE APPLICANT COMPANY, NOT LATER THAN FORTY-EIGHT HOURS BEFORE THE COMMENCEMENT OF THE MEETING.
2. In case of multiple proxies, proxy later in time shall be accepted.
3. The signature of the holder should be as per the specimen lodged with the Company.
4. All alternations made in the form of proxy should be initialed.



AURIONPRO SOLUTIONS LTD.

Registered Office: 404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400 076, India.

ATTENDANCE SLIP

(To be handed over at the entrance of the meeting venue)

Reg. Folio No. _____ (For Physical holding) No. of Equity Shares held _____

DPID/ Client ID. _____ (For Demat holding)

EQUITY SHAREHOLDERS' MEETING

Name and address of the attending member (in Block letters) _____

Name of Proxy (in block letters, to be filled in by the proxy attending instead of the member) _____

I hereby record my presence at the meeting of the Equity shareholders of the Applicant Company, convened pursuant to the Order dated 30th November, 2012 of the Bombay High Court, at **registered office of the company at 404, Nomura, High Street, Hiranandani Business Park, Powai, Mumbai – 400 076, on, Monday the 07th day of January, 2013 at 02.00 p.m.**

Name of the Member/Proxy:

Signature of the Member/Proxy

Notes

1. Interested joint members may obtain attendance slips from the Registered Office of the Company.
2. Members/joint members/proxies are requested to bring this slip with them. Duplicate slips will not be issued at the entrance of the venue of the meeting.
3. Shareholders attending the Meeting in person or by Proxy are requested to complete the attendance slip and hand it over at the entrance of the meeting hall.
4. The proxy form must be deposited so as to reach the Registered Office of the Applicant Company not less than FORTY-EIGHT HOURS BEFORE THE TIME OF THE MEETING.
5. Equity shareholders/Proxies are requested to bring with them a copy of the scheme of amalgamation while attending the meeting.

Book-Post

To,

If undelivered, please return to :

aurionPro™

AURIONPRO SOLUTIONS LTD.

Registered Office:
404, Nomura, High Street,
Hiranandani Business Park,
Powai, Mumbai – 400 076, India.