



ACROPETAL TECHNOLOGIES LIMITED

Regd Office: No. 2/10, 3rd Floor, Ajay Plaza, 1st Main, N.S. Palya,
Bannerghatta Road, Bangalore - 560 076.

Website: www.acropetal.com E-mail: ir@acropetal.com

MEETING OF SHAREHOLDERS

Date: 28.07.2012

Time: 10.45 A. M.

Venue:

Acropetal Technologies Limited
#74/75, 3rd Cross, 1st Main, N S Palya, Bannerghatta Road,
Bangalore - 560 076. Phone : 080 - 4908 4000

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IN THE HIGH COURT OF KARNATAKA AT BANGALORE
(Original Jurisdiction)

In the matter of Companies Act, 1956
And
In the matter of Sections 391 to 394 of the Companies Act, 1956
And
In the matter of Acropetal Technologies Limited
And
In the matter of Scheme of Amalgamation of Kinfotech Private Limited and Mindriver Information Technologies Private Limited with Acropetal Technologies Limited

Company Application No.589 of 2012

Acropetal Technologies Limited
Regd Office : No. 2/10, 3rd Floor, Ajay Plaza,
1st Main, N.S. Palya,
Bannerghatta Road,
Bangalore – 560 076, India

APPLICANT/TRANSFEREE COMPANY

NOTICE CONVENING MEETING OF SHAREHOLDERS

To,
The Shareholder of
Acropetal Technologies Limited

Take notice that by an order made on 20.04.2012 in C.A. No.589/2012, the Hon'ble High Court of Karnataka, at Bangalore and later amended vide Order dated 25th June 2012, in C.A.No.807/2012 has directed that a meeting of the shareholders of the Company be held at Acropetal Technologies Limited, # 74/75, 3rd Cross, 1st Main, N S Palya, Bannerghatta Road, Bangalore - 560 076 on the 28th day of July, 2012 at 10:45 A.M for the purpose of considering and if thought fit approving, with or without modification, the Scheme of Amalgamation of Kinfotech Private Limited and Mindriver Information Technologies Private Limited with Acropetal Technologies Limited.

Take further notice that in pursuance of the amended order, meeting of Shareholders of the Applicant Company will be held on Saturday the 28th day of July, 2012 at 10:45 A.M at Acropetal Technologies Limited, # 74/75, 3rd Cross, 1st Main, N S Palya, Bannerghatta Road, Bangalore - 560 076, which you are requested to attend.

Take further notice that you may attend and vote at the said meeting in person or by proxy provided that a proxy form in the prescribed form, duly signed by you is deposited at the registered office of the Applicant Company, not later than 48 hours before the meeting.

The Court has appointed Mr. D. Ravi Kumar - CMD, failing him, Mr. R.J. Kamath - Director, failing him Mr. Jamili Jalaiah – Executive Vice President, as Chairman of the meeting.

The Statement under Section 393 of the Companies Act, 1956, proxy form, attendance slip and copy of the Scheme of Amalgamation are enclosed.

Dated this 25th June 2012

Place : Bangalore

S/d-
(Mr. D. Ravi Kumar)
Chairman appointed for the meeting

Note: All alterations made in the form of proxy should be initialed

IN THE HIGH COURT OF KARNATAKA AT BANGALORE
(Original Jurisdiction)

In the matter of Companies Act, 1956
And
In the matter of Sections 391 to 394 of the Companies Act, 1956
And
In the matter of Acropetal Technologies Limited
And
In the matter of Scheme of Amalgamation of Kinfotech Private Limited and Mindriver Information Technologies Private Limited with Acropetal Technologies Limited

Company Application No. 589 of 2012

Acropetal Technologies Limited
Regd Office: No. 2/10, 3rd Floor, Ajay Plaza,
1st Main, N.S. Palya,
Bannerghatta Road,
Bangalore – 560 076, India

APPLICANT/TRANSFeree COMPANY

STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956

1. This is a statement accompanying the Notice convening meeting of the Shareholders of Acropetal Technologies Limited, the Applicant Company, which have been convened pursuant to the directions of the Hon'ble High Court of Karnataka for purposes of considering and if thought fit approving with or without modification the arrangement embodied in the Scheme of Amalgamation of Kinfotech Private Limited (Transferor Company No.1) and Mindriver Information Technologies Private Limited (Transferor Company No.2) with Acropetal Technologies Limited (Applicant Company/Transferee Company).
2. In this statement, Kinfotech Private Limited ("Kinfotech") and Mindriver Information Technologies Private Limited ("Mindriver") are together referred to as "the Transferor Companies" and Acropetal Technologies Limited ("Acropetal") is hereinafter referred to as "the Applicant / Transferee Company". Where the context so requires, the Transferor Companies and the Transferee Company are together referred to as the "companies".
3. The Registered Office of the Applicant / Transferee Company is situated at No. 2/10, 3rd Floor, Ajay Plaza, 1st Main, N.S. Palya, Bannerghatta Road, Bangalore – 560 076, India
4. The Registered Office of Kinfotech Private Limited, is situated at No.5, First Cross, N S Palya Bannerghatta Road, Bangalore – 560 076
5. The Registered Office of Mindriver Information Technologies Private Limited, is situated at Suit # 512, 4th Floor, Oxford Towers, 139, Airport Road, Kodihalli, Bangalore – 560008
6. The Applicant Company was incorporated on April 25, 2001 under the name and style "**ACROPETAL TECHNOLOGIES LIMITED**" in the State of Karnataka, Bangalore with a Certificate of Incorporation No. L72900KA2001PLC028944. The Transferee Company is inter alia engaged in the business of Uni and multi-dimensional computer services, undertaking Software Development, IT enabled services etc.

7. The Transferor Company No.1 was incorporated on March 19, 1990 under the name and style of **“KINFOTECH PRIVATE LIMITED”** in the State of Karnataka, Bangalore with Certificate of Incorporation number U72200KA1990PTC010841. The Transferor Company No. 1 is inter alia engaged in the business of data collection, data processing, data analysis, developing software for use within India and for export and to offer consultancy, training and services for all types of Computer Systems and installations.
8. The Transferor Company No. 2 was incorporated on March 27, 2003 under the name and style **“MINDRIVER INFORMATION TECHNOLOGIES PRIVATE LIMITED”** in the State of Karnataka, Bangalore with a Certificate of Incorporation No. U72200KA2003PTC031757. The Transferor Company No. 2 is inter alia engaged in the business of Software and hardware consultancy, Software development, data processing, website development and other information technology enabled services.
9. Acropetal Technologies Limited, the Applicant / Transferee Company has filed the Scheme of Amalgamation (the “Scheme”) with the relevant Stock Exchanges pursuant to the listing agreements entered with them. The National Stock Exchange and the Bombay Stock Exchange have given their ‘no objection’ to the Scheme vide their letters dated April 26, 2012 and June 15, 2012 respectively. The Applicant Company has obtained a ‘fairness opinion’ from an independent merchant banker on the valuation of assets/shares pertaining to the Applicant Company and the Transferor Companies. The pre-amalgamation capital structure and shareholding pattern of the Applicant / Transferee Company and the Transferor Companies and the post amalgamation capital structure and shareholding pattern of the Applicant / Transferee and Transferor Companies are as under:

A. CAPITAL STRUCTURE :

	Pre-Amalgamation			Post-Amalgamation
	Acropetal Technologies Ltd	Kinfotech Private Limited	Mindriver Information Technologies Private Limited	Acropetal Technologies Ltd
Authorised Share Capital	Rs.40,00,00,000/- divided into 4,00,00,000 equity shares of Rs.10/- each	Rs.10,00,00,000/- divided into 1,00,00,000 equity shares of Rs.10/- each	Rs.50,00,000/- divided into 5,00,000 equity shares of Rs.10/- each	Rs.50,50,00,000/- divided into 5,05,00,000 equity shares of Rs. 10/- each
Issued Subscribed and paid up capital:	Rs.38,89,03,580/- divided into 3,88,90,358 equity shares of Rs.10/- each	Rs.1,00,00,000/- divided into 10,00,000 equity shares of Rs.10/- each	Rs.44,00,000/- divided into 4,40,000 equity shares of Rs.10/- each	Rs. 43,18,79,580/- divided into 4,31,87,958 equity shares of Rs. 10/- each

Note: Post Amalgamation, entire shares of the Transferor Companies will be cancelled.

B. Shareholding pattern as on October 01, 2011:

	Pre-Amalgamation						Post-Amalgamation	
	Acropetal Technologies Ltd		Kinfotech Private Limited		Mindriver Information Technologies Private Limited		Acropetal Technologies Ltd	
	No. of shares	%	No. of shares	%	No. of shares	%	No. of shares	%
Promoters	18497500	47.56	185889	18.59	--	--	18945493	43.87
Mutual Funds	--	--	--	--	--	--	--	--
Financial Institutions Banks	--	--	--	--	--	--	--	--
FIs	2634753	6.78	--	--	--	--	2634753	6.10
Private Corporate Bodies	4914525	12.64	510444	51.04	440000	100	4914525	11.38
Indian Public	11180427	28.75	303667	30.37	--	--	11912306	27.58
Technology Trust	--	--	--	--	--	--	3117728	7.22
NRI/OCBs	184745	0.47	--	--	--	--	184745	0.43
Other	1478408	3.80	--	--	--	--	1478408	3.42
Total	38890358	100	1000000	100	440000	100	43187958	100

Note: Post Amalgamation, entire shares of the Transferor Companies will be cancelled.

10. The following summary extracted from the accounts of Kinfotech Private Limited (Transferor Company No.1) as at September 30, 2011 indicates the financial position of Kinfotech Private Limited (Transferor Company No.1) as at September 30, 2011:

Rs.'000			
Liabilities	Amount	Assets	Amount
Share capital	10,000	Fixed Assets (Net Block)	3,23,536
Reserves and Surplus	1,03,170	Net Current Assets	1,68,122
Total	1,13,170	Total	4,91,658

Subsequent to the date of the aforesaid accounts, there has been no substantial change in the financial position of Kinfotech Private Limited excepting those arising or resulting from the usual course of business.

The following summary extracted from the Audited Financial Statements for the last 2 years of Kinfotech Private Limited (Transferor Company No.1):

Rs.'000

Liabilities	As at 31.03.2010	As at 31.03.2011	Assets	As at 31.03.2010	As at 31.03.2011
Share Capital including share application money, if any	59,500	15,600	Fixed Assets	3,63,089	4,00,281
Reserves & Surplus	45,108	53,078	Investments	4	4
Secured Loans	2,99,846	3,00,893	Net Current Assets/(Liabilities)	76,636	57,029
Unsecured Loans	35,696	80,755	Misc. Expenditure	396	0
Deferred tax Liability	(25)	6,988			
Total	4,40,125	4,57,314	Total	4,40,125	4,57,314

11. The following summary extracted from the accounts of Mindriver Information Technologies Private Limited (Transferor Company No.2) as at September 30, 2011 indicates the financial position of Mindriver Information Technologies Private Limited (Transferor Company No.2) as at September 30, 2011:

Rs.'000

Liabilities	Amount	Assets	Amount
Share Capital	4,400	Fixed Assets (Net Block)	1,862
Reserves and Surplus	32,291	Net Current Assets	41,953
Total	36,691	Total	43,815

Subsequent to the date of the aforesaid accounts, there has been no substantial change in the financial position of Mindriver Information Technologies Private Limited excepting those arising or resulting from the usual course of business.

The following summary extracted from the Audited Financial Statements for the last 2 years of Mindriver Information Technologies Private Limited (Transferor Company No.2):

Rs.'000

Liabilities	As at 31.03.2010	As at 31.03.2011	Assets	As at 31.03.2010	As at 31.03.2011
Share Capital including share application money, if any	4,400	4,400	Fixed Assets	3,254	2,336
Reserves & Surplus	20,130	26,587	Investments	500	0
Secured Loans	806	146	Net Current Assets/(Liabilities)	22,435	30,237
Unsecured Loans	2,499	5,233	Misc. Expenditure	1,829	3,919
Deferred tax Liability	183	126			
Total	28,018	36,492	Total	28,018	36,492

12. The accounts of Acropetal Technologies Ltd (Applicant / Transferee Company) as at March 31, 2011 have been audited. The following summary extracted from the said accounts indicates the financial position of Acropetal Technologies Ltd (Applicant / Transferee Company) as at March 31, 2011:

Rs.'000

Liabilities	Amount (Rs.in thousands)	Assets	Amount (Rs.in thousands)
Share capital	3,88,904	Fixed Assets(Net Block)	8,50,663
Reserves and Surplus	22,02,356	Capital Work in Progress	2,93,765
Employee Stock Options	—	Deferred Tax Assets	—
Secured Loans	7,87,676	Investments	51,136
Deferred Tax Liability	50,934	Net Current Assets	22,34,306
Total	34,29,870	Total	34,29,870

The following summary extracted for the last 3 years from the Audited Financial Statements of Acropetal Technologies Ltd (Applicant / Transferee Company) is as below:

Rs.'000

Liabilities	As at 31.03.2009	As at 31.03.2010	As at 31.03.2011	Assets	As at 31.03.2009	As at 31.03.2010	As at 31.03.2011
Share capital				Fixed Assets	7,33,830	9,47,700	8,50,663
Share Application Money	2,00,000 50,000	2,00,000	3,88,904	Capital Work in Progress	—	—	2,93,765
Reserves & Surplus	4,20,277	6,50,277	22,02,356	Investments	34,436	61,136	51,136
Secured Loan	6,22,307	7,76,023	7,87,676	Net Current Assets/(Liabilities)	5,56,190	6,46,555	22,34,306
Un Secured Loan	—	—	—	Misc Expenditure	—	—	—
Deferred Tax Asset/ Liabilities (Net)	31,872	29,091	50,934	—	—	—	—
Total	13,24,456	16,55,391	34,29,870	Total	13,24,456	16,55,391	34,29,870

13. The Directors' shareholdings in Kinfotech Private Limited (Transferor Company No. 1) and Mindriver Information Technologies Private Limited (Transferor Company No. 2) and Acropetal Technologies Ltd (Applicant / Transferee Company) as on April 30, 2012 are as follows:

<u>Name of the Director</u>	<u>No. of Equity shares held in Acropetal Technologies Ltd</u>	<u>No. of Equity shares held in Kinfotech Private Limited</u>	<u>No. of Equity shares held in Mindriver Information Technologies Private Limited</u>
A. Acropetal Technologies Ltd – <u>Directors</u>			
Mr. RaviKumarD	13655300	275889	Nil
Mr. Ramdas Janardhana Kamath	Nil	Nil	Nil
Mr. Mohan H Ramakrishna	Nil	Nil	Nil
Mr. Ashok Kumar Gopal Rao Jultha	Nil	Nil	Nil
Mr. Mathew James Manimala	Nil	Nil	Nil
Mr. Subramanya reddy Dandala Kannayyareddy	Nil	Nil	Nil

B. Kinfotech Private Limited – <u>Directors</u>			
Mr. Ravi Kumar D	13655300	275889	Nil
Mr. DLV Rao	Nil	Nil	Nil

C. Mindriver Information Technologies Private Limited – <u>Directors</u>			
Mr. Ravi Kumar D	13655300	275889	Nil
Mr. Ramalingam Srinivasan	3300	Nil	10 equity shares holding as a nominee Shareholder for Acropetal Technologies Limited
Mr. Chandrakant Pitambrappa Dollin	Nil	Nil	Nil
Mrs. Manjula Chandrakant Dollin	Nil	Nil	Nil

14. There is no agreement between the parties to the scheme of amalgamation.
15. There will be no change in control of Management in the Applicant / Transferee Company post the amalgamation.
16. The Applicant / Transferee Company is engaged in the business of Uni and multi-dimensional computer services, undertaking Software Development, IT enabled services etc.

17. The circumstances and / or reasons and / or grounds that have necessitated and / or justified the Scheme and the advantages thereof are inter – alia as set out below:
- (i) The Amalgamation would enable both the companies to synergize the customer offerings under one management.
 - (ii) The consolidation of the services and solutions offerings of the Transferor Companies will enable the Applicant / Transferee Company to offer a unique value proposition to its customers.
 - (iii) The Amalgamation would bring in administrative and operational rationalization resulting in economies such as reduced overheads and other expenses and optimal utilization of various resources.
18. Upon the coming into effect of the Scheme and in consideration of the transfer and vesting of the entire businesses and the whole of the undertaking of Kinfotech in Acropetal, Acropetal shall issue and allot equity shares (hereinafter referred to as the New Equity Shares) in its capital to the equity shareholders of Kinfotech whose names appear in the Register of Members on the Record Date as per the fairness opinion provided by KJMC Global Market (India) Limited, an independent Merchant Banker registered with the Securities and Exchange Board of India, in the ratio of 241 (Two Hundred and Forty One only) fully paid up Equity Shares of the face value of INR10/- (Rupees Ten only) each to be issued in Acropetal in respect of every 100 (One Hundred only) fully paid up equity shares of the face value of INR10/- (Rupees Ten only) each held in Kinfotech; and to the extent shares are held by Acropetal in Kinfotech, the shares of Acropetal as per the entitlement ratio shall be allotted to the Technology Trust.
19. Upon the coming into effect of the Scheme and in consideration of the transfer and vesting of the entire businesses and the whole of the undertaking of Mindriver in Acropetal, Acropetal shall issue and allot equity shares (hereinafter referred to as the New Equity Shares) in its capital to the equity shareholders of Mindriver whose names appear in the Register of Members on the Record Date as per the fairness opinion provided by KJMC Global Market (India) Limited, an independent Merchant Banker registered with the Securities and Exchange Board of India, in the ratio of 429 (Four Hundred and Twenty Nine only) fully paid up Equity Shares of the face value of INR10/- (Rupees Ten only) each to be issued in Acropetal in respect of every 100 (One Hundred only) fully paid up equity shares of the face value of INR10/- (Rupees Ten only) each held in Mindriver; and to the extent shares are held by Acropetal in Mindriver, the shares of Acropetal as per the entitlement ratio shall be allotted to the Technology Trust.
20. No coupons shall be issued in respect of fractional entitlements, if any, by the Transferee Company, to the members of the Transferor Companies at the time of issue and allotment of New Equity Shares under Clause 18 and 19. The Board of Directors of the Transferee Company shall consolidate all fractional entitlements, if any, arising due to the amalgamation of the Transferor Companies under Part B of this Scheme and allot New Equity Shares in lieu thereof to a director(s) or such other authorised representative(s) as the Board of Directors of the Transferee Company shall appoint in this behalf, who shall hold the New Equity Shares issued in the Transferee Company, in trust on behalf of the members of the Transferor Companies entitled to fractional entitlements with the express understanding that such director(s) or other authorised representative(s) shall sell the same in the market at such time or times and at such price or prices and to such person or persons, as it / he / they may deem fit, and pay to the Transferee Company, the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds, subject to taxes, if any, to the members of the Transferor Companies in proportion to their respective fractional entitlements. The Board of Directors of the Transferee Company, if it

deems necessary, in the interests of allottees, approve such other method in this behalf as it may, in its absolute discretion, deem fit.

21. The Boards of Directors of the Applicant / Transferee Company and of the Transferor Companies have approved the Scheme at their respective meetings. The Board of Applicant Company has approved in the Scheme in its meeting held on February 10, 2012. Further the company vide its letter dated March 08, 2012 has undertaken to lock-in 25% of the new equity shares viz.10,74,400 equity shares for a period of three years from the date of listing of the new shares at BSE Limited. A copy of the Scheme is enclosed.
22. The salient features and benefits of the proposed Scheme are as follows:
 - (a) With effect from the Appointed Date, the whole of the undertaking and business of the Transferor Companies with all its properties, assets shall without any further act, instrument, deed or order be transferred to and vested in the Applicant Company as a going concern.
 - (b) On and from the Appointed Date, all debts, secured and unsecured liabilities and obligations of every kind including tax liabilities of the Transferor Companies to become the debts, liabilities and obligations of the Applicant Company from that date.
 - (c) All legal proceedings of whatsoever in nature by or against the Transferor Companies shall be continued by or against the Applicant Company.
 - (d) All the contracts and deeds of which either of the Transferor Companies is a party shall remain in full force and effect against or in favor of the Applicant Company.
 - (e) On and from the Appointed Date, the Transferor Companies shall be deemed to have carried on and carry on their business for and on behalf of the Applicant Company.
 - (f) All the employees working in the Transferor Companies shall become employees of the Applicant Company without any break or interruption in service and on terms of service not less favorable than those enjoyed by them.
 - (g) The Authorised capital of the Transferor Companies will aggregated with the Authorised capital of the Transferee Company.
 - (h) Upon the Scheme becoming effective, the Transferor Company No. 1 and the Transferor Company No. 2 shall stand dissolved without going through the process of winding up.
23. The proposed Amalgamation is sought to be made under the provisions of Section 391 to 394 of the Companies Act, 1956 and the same if sanctioned by Hon'ble High Court of Karnataka will take effect from 01.10.2011.
24. Under the proposed Scheme of Amalgamation the entire assets and liabilities pertaining to the Transferor Companies will be taken over by the Applicant Company with effect from 1.10.2011, the Appointed Date, as a going concern.

25. Copies of the following documents are open for inspection at the registered offices of the Applicant Company (Acropetal Technologies Limited) between 11.00 a.m. to 1.00 p.m. on any working day:
- i. Memorandum and Articles of Association of the Applicant Company.
 - ii. Annual Report of the Applicant Company for the year ended March 31, 2011 and containing the Audited Balance Sheet, Profit and Loss Account, Directors Report, Auditor's Report;
 - iii. Scheme of Amalgamation;
 - iv. Certified copy of the order dated 20.04.2012 in C.A. No.589/2012 and amended Order dated 25th June 2012, in C.A. No.807/2012 passed by the Hon'ble High Court of Karnataka, Bangalore convening this meeting.
 - v. Letters received from The National Stock Exchange of India Limited and The Bombay Stock Exchange Limited dated April 26th 2012 and June 15th 2012 respectively conveying their no objection to the proposed scheme of Amalgamation.
26. Scheme approved by you, will be further subject to approval by the Hon'ble High Court of Karnataka.

Dated this the 25th June 2012
Place: Bangalore

s/d-
(Mr. D. Ravi Kumar)
Chairman appointed for the meeting

**SCHEME OF AMALGAMATION
OF
KINFOTECH PRIVATE LIMITED
AND
MINDRIVER INFORMATION TECHNOLOGIES PRIVATE LIMITED
WITH
ACROPETAL TECHNOLOGIES LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS**

UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956

This Scheme of Amalgamation is presented under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956, for the amalgamation of Kinfotech Private Limited and Mindriver Information Technologies Private Limited with Acropetal Technologies Limited.

I. Rationale for the Scheme

The amalgamation of Kinfotech Private Limited and Mindriver Information Technologies Private Limited with Acropetal Technologies Limited would inter alia have the following benefits:

1. Greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the competitive position of the combined entity.
2. 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 maximise shareholder value.
3. Improved organisational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
4. Benefit of operational synergies to the combined entity.
5. Cost savings are expected to flow from more focused operational efforts, rationalisation, standardisation and simplification of business processes, the elimination of duplication and rationalisation of administrative expenses.

II. Details of the Scheme

The Scheme is divided into following parts:

1. **Part A** – dealing with definitions and introduction;
2. **Part B** – dealing with the amalgamation of Kinfotech Private Limited and Mindriver Information Technologies Private Limited with Acropetal Technologies Limited.

PART A

1. DEFINITIONS

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

- 1.01 **"Acropetal" or "the Transferee Company"** means Acropetal Technologies Limited, a company incorporated under the Companies Act, 1956, and having its registered office at No. 2/10, 3rd Floor, Ajay Plaza, 1st Main, N.S. Palya, Bannerghatta Road, Bangalore-560 076.
- 1.02 **"Act"** means the Companies Act, 1956, or any statutory modifications, amendments or re-enactment thereof for the time being in force.
- 1.03 **"Appointed Date"** means the 1st day of October 2011, or such other date as the High Court may direct / fix.
- 1.04 **"Effective Date"** means the date on which the certified copies of the Order of the High Court sanctioning the Scheme are filed with the jurisdictional Registrar of Companies.
- 1.05 **"High Court"** means the High Court of Karnataka at Bangalore.
- 1.06 **"Kinfotech"** means Kinfotech Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at No. 2/10, Ajay Plaza, 1st Main, N.S. Palya, Bannerghatta Road, Bangalore – 560 076.
- 1.07 **"Mindriver"** means Mindriver Information Technologies Private Limited, a company incorporated under the Indian Companies Act, 1956, and having its registered office at Suite No. 512, 4th Floor, Oxford Towers, 139, Airport Road, Kodihalli, Bangalore – 560 008.
- 1.08 **"Record Date"** means the date to be fixed by the Board of Directors of Acropetal for the purpose of issue of shares of Acropetal to the shareholder(s) of Kinfotech and Mindriver upon the Scheme becoming effective.
- 1.09 **"Scheme"** or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 15 of this Scheme as approved or directed by the High Court or any other appropriate authority.
- 1.10 **"Transferor Companies"** or "the Transferor Companies" means collectively Kinfotech and Mindriver.
- 1.11 **"Technology Trust"** means a trust to be established by the Board of Directors of the Transferee Company for purposes of receiving shares of the Transferee Company pursuant to Clauses 5.01 and 5.02 of this Scheme, of which trust the Transferee Company shall be the sole beneficiary.

2. SHARE CAPITAL

Details of the share capital as at September 30, 2011, are given below:

2.01 Kinfotech

Particulars	Amount (in INR)
Authorised	
1,00,00,000 equity shares of INR10/- each	10,00,00,000
Issued, subscribed and paid up	
10,00,000 equity shares of INR10/- each fully paid up	1,00,00,000

2.02 Mindriver

Particulars	Amount (in INR)
Authorised	
5,00,000 equity shares of INR10/- each	50,00,000
Issued, subscribed and paid up	
4,40,000 equity shares of INR10/- each	44,00,000

2.03 Acropetal

Particulars	Amount (in INR)
Authorised	
4,00,00,000 equity shares of INR10/- each	40,00,00,000
Issued, subscribed and paid up	
3,88,90,358 equity shares of INR10/- each	38,89,03,580

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 3.01 The Scheme set out herein in its present form or with any modification(s) and amendment(s) made under Clause 15 of the Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date.

PART B

4. TRANSFER OF UNDERTAKING

- 4.01 Upon the coming into effect of the Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme, the entire business and whole of the undertaking of the Transferor Companies as a going concern including all the debts, liabilities, duties and obligations and also including, without limitation, all properties and assets (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal) of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and / or in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies such as industrial and other licences, permits, quotas, approvals, import entitlements, excise licence and registrations, lease, tenancy rights in relation to office and residential properties, permissions, investments, buildings, plant and machinery, office equipments, vehicles, incentives if any, and all other rights of commercial nature, title, interest, labels and brand registrations, copyrights, patents, trademarks, trade names and other industrial or intellectual property rights of any nature whatsoever, contracts, agreements, consent, approvals or powers of every kind, nature and description whatsoever, shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the High Court sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, except as provided in Clause 4.02 be transferred and / or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.
- 4.02 All the moveable assets including cash in hand, if any, of the Transferor Companies, capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company to the end and intent that the property

therein passes to the Transferee Company, on such delivery or endorsement and delivery. Such delivery and transfer shall be made on a date mutually agreed upon between the Board of Directors of the Transferor Companies and the Transferee Company.

- 4.03 All statutory licences, permissions, approvals or consents to carry on the operations of the Transferor Companies shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the undertakings of the Transferor Companies pursuant to this Scheme. The benefit of all statutory and regulatory permissions, factory licences, environmental approvals and consents, sales tax registrations or other licences and consents shall vest in and become available to the Transferee Company pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Companies, as the case may be, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

Provided that notwithstanding anything contained in any document, papers or writings executed by each of the Transferor Companies, this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Companies which shall vest in the Transferee Company by virtue of the Scheme and the Transferee Company shall not be obliged to create any further, or additional security therefore as a condition for approval of the Scheme, after the Scheme has become effective or otherwise.

- 4.04 All debts, liabilities, duties and obligations of the Transferor Companies shall, without any further act or deed be and stand transferred to the Transferee Company.
- 4.05 This Part B of the Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income Tax Act, 1961, at a later date, including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income Tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect the other parts of the Scheme.

5. CONSIDERATION

- 5.01 Upon the coming into effect of the Scheme and in consideration of the transfer and vesting of the entire businesses and the whole of the undertaking of Kinfotech in Acropetal, Acropetal shall issue and allot equity shares (hereinafter referred to as the New Equity Shares) in its capital to the equity shareholders of Kinfotech whose names appear in the Register of Members on the Record Date as per the fairness opinion provided by KJMC Global Market (India) Limited, an independent Merchant Banker registered with the Securities and Exchange Board of India, in the ratio of 241 (Two Hundred and Forty One only) fully paid up Equity Shares of the face value of INR10/- (Rupees Ten only) each to be issued in Acropetal in respect of every 100 (One Hundred only) fully paid up equity shares of the face value of INR10/- (Rupees Ten only) each held in Kinfotech; and to the extent shares are held by Acropetal in Kinfotech, the shares of Acropetal as per the entitlement ratio shall be allotted to the Technology Trust.
- 5.02 Upon the coming into effect of the Scheme and in consideration of the transfer and vesting of the

entire businesses and the whole of the undertaking of Mindriver in Acropetal, Acropetal shall issue and allot equity shares (hereinafter referred to as the New Equity Shares) in its capital to the equity shareholders of Mindriver whose names appear in the Register of Members on the Record Date as per the fairness opinion provided by KJMC Global Market (India) Limited, an independent Merchant Banker registered with the Securities and Exchange Board of India, in the ratio of 429 (Four Hundred and Twenty Nine only) fully paid up Equity Shares of the face value of INR10/- (Rupees Ten only) each to be issued in Acropetal in respect of every 100 (One Hundred only) fully paid up equity shares of the face value of INR10/- (Rupees Ten only) each held in Mindriver; and to the extent shares are held by Acropetal in Mindriver, the shares of Acropetal as per the entitlement ratio shall be allotted to the Technology Trust.

- 5.03 No coupons shall be issued in respect of fractional entitlements, if any, by the Transferee Company, to the members of the Transferor Companies at the time of issue and allotment of New Equity Shares under Clause 5.01 and 5.02. The Board of Directors of the Transferee Company shall consolidate all fractional entitlements, if any, arising due to the amalgamation of the Transferor Companies under Part B of this Scheme and allot New Equity Shares in lieu thereof to a director(s) or such other authorised representative(s) as the Board of Directors of the Transferee Company shall appoint in this behalf, who shall hold the New Equity Shares issued in the Transferee Company, in trust on behalf of the members of the Transferor Companies entitled to fractional entitlements with the express understanding that such director(s) or other authorised representative(s) shall sell the same in the market at such time or times and at such price or prices and to such person or persons, as it / he / they may deem fit, and pay to the Transferee Company, the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds, subject to taxes, if any, to the members of the Transferor Companies in proportion to their respective fractional entitlements. The Board of Directors of the Transferee Company, if it deems necessary, in the interests of allottees, approve such other method in this behalf as it may, in its absolute discretion, deem fit.
- 5.04 The New Equity Shares shall be issued in dematerialised form to those shareholders who hold the shares of the Transferor Companies in dematerialised form, provided all details relating to the account with the Depository Participant are available to Kinfoltech / Mindriver / Acropetal. All those shareholders who hold shares in physical form shall be issued New Equity Shares in physical form unless otherwise communicated in writing by such shareholders on or before such date as may be determined by Kinfoltech / Mindriver / Acropetal or Committee created thereof.
- 5.05 Upon New Equity Shares being issued and allotted by the Transferee Company in accordance with Clauses 5.01, 5.02 and 5.03, the share certificates in relation to the shares held by the said shareholders in the Transferor Companies shall be deemed to have been cancelled and extinguished and be of no effect on and from such issue and allotment.
- 5.06 The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment by the Transferee Company of New Equity Shares to the members of the Transferor Companies under the Scheme.
- 5.07 The New Equity Shares to be issued and allotted by the Transferee Company as per Clauses 5.01, 5.02 and 5.03 shall be subject to the Memorandum and Articles of Association of the Transferee Company and shall rank *pari passu* in all respects, including dividend, with the existing Equity Shares of the Transferee Company.
- 5.08 The New Equity Shares of the Transferee Company shall be listed on all the stock exchanges on which the shares of the Transferee Company are listed as on the Effective Date.

- 5.09 The Transferee Company shall, to the extent required and subject to Clause 7 of this Scheme, increase its Authorised Share Capital in order to issue New Equity Shares under this Scheme.
- 5.10 The issue and allotment of New Equity Shares by the Transferee Company as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out as if the procedure laid down under Section 81(1A) and any other applicable provisions of the Act were duly complied with.

6. ACCOUNTING TREATMENT

- 6.01 On the Scheme becoming effective, the Transferee Company shall account for the amalgamation as under, which has been certified by the auditors of the Transferee Company namely M/s. K Gopalakrishnan & Co., Chartered Accountants, to be in compliance with all the applicable accounting standards:
- (i) the Transferee Company shall record the values of tangible assets as appearing in the books of the Transferor Companies and liabilities of the Transferor Companies at their respective book values.
 - (ii) the Transferee Company shall credit the aggregate face value of the New Equity Shares issued by it pursuant to this Scheme to the Share Capital Account, in its books of account.
 - (iii) The inter-corporate deposits / loans and advances outstanding between the Transferee Company and the Transferor Companies and amongst the Transferor Companies inter-se will stand cancelled and there shall be no further obligation / outstanding in that behalf.
 - (iv) All costs and expenses incurred as per Clause 18 below as well as other costs, whether of the Transferee Company or the Transferor Companies, incidental with the finalisation of this Scheme and to put it into operation, including expenses in connection with excise and label re-registrations, all advisory fees, stamp duty charges, meeting expenses, professional fees, consultant fees & expenses, travelling, conveyance, accommodation etc., attributable to the implementation of the Scheme, shall be borne by the Transferee Company and, in the books of the Transferee Company, be kept in a "mergers suspense account" and adjusted against the General Reserve Account in the books of the Transferee Company, on completion of the Scheme.
 - (v) The difference between the value of net assets of the Transferor Companies transferred to the Transferee Company and recorded as per sub-clauses (i) and (ii) above, pursuant to the High Court orders, and the face value of New Equity Shares issued by the Transferee Company (pursuant to sub-clause (iii) above) and after giving effect to sub-clause (iv) above and adjusting the appreciation and / or diminution, if and to the extent considered appropriate by the Board of Directors of the Transferee Company, in the value of certain of its assets (whether fixed or current) / liabilities, as on the Appointed Date in the books of account of the Transferee Company shall be adjusted against the General Reserve Account of the Transferee Company.
 - (vi) The value of investments held by the Transferee Company in the equity shares of the Transferor Companies shall be adjusted against the General Reserve Account of the Transferee Company.
 - (vii) In case of any differences in accounting policy between the Transferee Company and the Transferor Companies, the accounting policies followed by the Transferee Company will prevail and the difference in recognition of assets and liabilities which are appearing or should appear in the books of the Transferor Companies on the Appointed Date, will be quantified and adjusted in the General Reserve Account mentioned earlier to ensure that the financial statements of the

Transferee Company reflect the financial position on the basis of consistent accounting policy. Further, any additional provision, as on the Appointed Date, if required, in respect of any retirement benefits due to the employees of the Transferor Companies shall be adjusted, net of any tax expense, against the General Reserves Account of the Transferee Company.

7. AGGREGATION OF AUTHORISED SHARE CAPITAL

7.01 Upon the Scheme becoming effective, the Authorised Share Capital of the Transferee Company shall automatically stand increased & reclassified, without any further act or deed on the part of the Transferee Company, including payment of Stamp Duty and Registrar of Companies fees, by the authorised share capital of the Transferor Companies amounting to Rupees Fifty Crores Fifty Lakhs and the Memorandum of Association and Articles of Association of the Transferee Company, shall stand amended accordingly without any further act or deed on the part of the Transferee Company.

7.02 Pursuant to the Scheme and after the Scheme becomes effective, the authorised share capital of the Transferee Company will be as under:

Particulars	Amount (in INR)
5,05,00,000 equity shares of INR10/- each	50,50,00,000

7.03 Accordingly, upon the Scheme becoming effective, Clause V of the Memorandum of Association of the Transferee Company shall read as follows:

“V. The Authorised Share Capital of the company is Rs.50,50,00,000/-(Rupees Fifty Crores and 50 lacs only) divided into 5,05,00,000 (Five Crores and Five Lacs) Equity Shares of Rs.10/- (Rupees Ten only) each, with power to increase or reduce the Authorised Share Capital of the company in accordance with the company's regulations and the provisions of the Companies Act,1956”

8. WINDING UP OF THE TRANSFEROR COMPANIES

8.01 On the Scheme becoming effective the Transferor Companies shall be dissolved without being wound up.

9. TREATMENT OF EMPLOYEES

9.01 On the Scheme becoming operative, all staff, workmen and employees of the Transferor Companies in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company on such date without any break or interruption in their service and on the terms and conditions of their employment not less favourable than those subsisting with reference to the Transferor Companies as on the said date.

9.02 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of the Transferor Companies shall become trusts / funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees of the Transferor Companies will be treated as having been continuous for the purpose of the said Fund or Funds.-

10. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

10.01 With effect from the Appointed Date and up to and including the Effective Date:

- (i) The Transferor Companies shall carry on and be deemed to have been carrying on its business and activities and shall stand possessed of and hold all of its properties and assets for and on account of and in trust for the Transferee Company. The Transferor Companies hereby undertakes to hold the said assets with utmost prudence until the Effective Date.
- (ii) The Transferor Companies shall carry on its business and activities with reasonable diligence, business prudence and shall not without the prior written consent of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with or dispose of its undertaking or any part thereof except in the ordinary course of business nor shall it undertake any new business or a substantial expansion of its existing business.
- (iii) All the profits or income accruing or arising to the Transferor Companies or expenditure or losses arising to or incurred by the Transferor Companies, with effect from the Appointed Date shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses of the Transferee Company.

11. LEGAL PROCEEDINGS

11.01 All legal proceedings, including arbitration proceedings, of whatsoever nature by or against the Transferor Companies pending and / or arising at or after the Appointed Date, as and from the Effective Date shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme of Amalgamation or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies.

11.02 After the Appointed Date, if any proceedings are taken against the Transferor Companies in respect of the matters referred to in Clause 11.01 above, the Transferor Companies shall defend the same at the cost of the Transferee Company and the Transferor Companies shall be reimbursed and indemnified against all liabilities and obligations incurred by them.

11.03 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Companies referred to in Clause 11.01 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company after the Effective Date.

12. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

12.01 Subject to other provisions contained in this Scheme all contracts, deeds, bonds, agreements and other instruments of whatever nature to which the Transferor Companies are a party subsisting or having effect immediately before arrangement shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Companies, the Transferee Company had been the party thereto.

13. SAVING OF CONCLUDED TRANSACTIONS

13.01 The transfer and vesting of undertaking under Clause 4 of this Scheme and the continuance of proceedings by or against the Transferor Companies under Clause 11 of this Scheme shall not affect any transaction or proceedings already concluded by the Transferor Companies on or before the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of itself.

14. APPLICATION TO THE HIGH COURT OR SUCH OTHER COMPETENT AUTHORITY

- 14.01 The Transferor Companies and the Transferee Company shall make application(s) / petition(s) under Sections 391 to 394 and other applicable provisions of the Act to the High Court of Karnataka at Bangalore for sanction of this Scheme and for dissolution of the Transferor Companies without being wound up.

15. MODIFICATION / AMENDMENT TO THE SCHEME

- 15.01 The Board of Directors of the Transferor Companies and the Transferee Company, may consent, on behalf of all persons concerned, to any modifications or amendments to the Scheme or to any conditions or limitations that the Court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e., the Board of Directors) and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.
- 15.02 For the purpose of giving effect to this Scheme or to any modification thereof the Directors of the Transferee Company may give and are authorised to give such directions including directions for settling any question of doubt or difficulty that may arise.

16. SCHEME CONDITIONAL ON APPROVAL / SANCTIONS

- 16.01 The Scheme is conditional upon and subject to the following:
- (i) The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, which, by law, may be necessary for the implementation of this Scheme
 - (ii) Approval of the requisite majority of the members / creditors of Acropetal, Kinfortech and Mindriver, as may be directed by the High Court of Karnataka at Bangalore
 - (iii) The sanction of the High Court of Karnataka at Bangalore under the said provisions and to the necessary order or orders under Section 394 of the said Act being obtained and the same being filed with the respective Registrar of Companies

17. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS

- 17.01 In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and / or the Scheme not being sanctioned by the High Court of Karnataka at Bangalore or such other competent authority and / or the order or orders not being passed as aforesaid by December 31, 2012, (or such extended time as may be mutually agreed between Transferor Companies and the Transferee Company), this Scheme shall at the sole option of the Transferee Company, stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.

18. COSTS

- 18.01 All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed), incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Transferee Company except under circumstances set out in Clause 17 of this Scheme.

IN THE HIGH COURT OF KARNATAKA AT BANGALORE
(Original Jurisdiction)

In the matter of Companies Act, 1956
And
In the matter of Sections 391 to 394 of the Companies Act, 1956
And
In the matter of Acropetal Technologies Limited
And
In the matter of Scheme of Amalgamation of Kinfotech Private Limited and Mindriver Information
Technologies Private Limited with Acropetal Technologies Limited

Company Application No. 589 of 2012

Acropetal Technologies Limited
Regd Office: No. 2/10, 3rd Floor, Ajay Plaza,
1st Main, N.S. Palya,
Bannerghatta Road,
Bangalore – 560 076, India

APPLICANT/TRANSFeree COMPANY

FORM OF PROXY

I, the undersigned shareholder of the above company hereby appoint.....
of and failing him..... of as my proxy, to act for me at
the meeting of the shareholders of the Company to be held at Acropetal Technologies Limited, # 74/75,
3rd Cross, 1st Main, N S Palya, Bannerghatta Road, Bangalore - 560 076, on Saturday the 28th day of
July, 2012 at 10:45 A.M, for the purpose of considering and if thought fit, approving with or without
modification, the Scheme of Amalgamation of Kinfotech Private Limited (Transferor Company No.1) and
Mindriver Information Technologies Private Limited (Transferor Company No.2) with Acropetal
Technologies Limited (Applicant Company/Transferee Company) and at such meeting and any
adjournment thereon to vote, for me and in my name (here, if, 'for', insert 'for', 'if against', insert
'against')*, the said Scheme of Amalgamation either with or without modification as my proxy may
approve.

*(strike out what is not necessary)

Dated this the day of 2012

Name: _____

Address

.....

.....

Notes:

1. Proxy must be deposited at the Registered Office of the Applicant Company located at No. 2/10, 3rd Floor, Ajay Plaza, 1st Main, N.S. Palya, Bannerghatta Road, Bangalore - 560 076, not later than 48 hours before the meeting.
2. All alterations made in the form of Proxy must be initialed
3. In case of multiple proxies, proxy later in time shall be accepted

Signature
with
Revenue
Stamp



Acropetal Technologies Limited

Registered Office: No. 2/10, 3rd Floor, Ajay Plaza, 1st Main, N.S. Palya,
Bannerghatta Road, Bangalore - 560 076. Phone : 080 - 4908 4000

ATTENDANCE SLIP

I/We hereby record my/our presence at the Court Convened Meeting of the Shareholders of the Company held at Acropetal Technologies Limited, #74/75, 3rd Cross, 1st Main, N S Palya, Bannerghatta Road, Bangalore - 560 076 on Saturday the 28th day of July, 2012 at 10:45 A.M.

NAME (S) OF THE SHAREHOLDERS(S) / PROXY (IN BLOCK LETTERS)	
NUMBER OF SHARES	
SIGNATURE OF THE SHAREHOLDER(S) / PROXY	

NOTES:

- (1) Shareholder/Proxy holder, as the case may be, is requested to sign and hand over this slip at the entrance of the meeting venue.
- (2) Shareholders who come to the meeting are requested to bring with them copy of this Notice

