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**Court Convened Meeting of Equity Shareholders
of Karma Energy Limited**

Day : Thursday
Date : 29.12. 2011
Time : 2.00 p.m.
Place : Mumbai

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SUMMONS FOR DIRECTION NO. 680 OF 2011**

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 AVIRODH FINANCIAL
SERVICES LIMITED with KARMA ENERGY LIMITED

KARMA ENERGY LIMITED , a company	)	
incorporated under the Companies Act, 1956	)	
having its registered office at Empire House,	)	
214 Dr. D.N.Road, Ent.A.K.Nayak Marg,	)	
Fort, Mumbai – 400001.	)	... Applicant Company.

NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS

To,

The Equity Shareholders of KARMA ENERGY LIMITED ("Applicant Company") take Notice that by an Order made on the 18th day of November, 2011 the Hon'ble High Court of Judicature at Bombay has directed that a meeting of the Equity Shareholders of KARMA ENERGY LIMITED, the Applicant Company, be convened and held at M.C.Ghia Hall, 4th Floor, 18/20 Bhogilal Hargovindas Building, K. Dubash Marg, Kala Ghoda, Mumbai 400 001 on Thursday, 29th day of December, 2011 at 2.00 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 AVIRODH FINANCIAL SERVICES LIMITED, the Transferor Company, with KARMA ENERGY 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 AVIRODH FINANCIAL SERVICES LIMITED, the Transferor Company, with KARMA ENERGY 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 authorized 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 authorized 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 M.C.Ghia Hall, 4th Floor, 18/20 Bhogilal Hargovindas Building, K. Dubash Marg, Kala Ghoda, Mumbai 400 001 on Thursday, 29th day of December, 2011 at 2.00 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 Empire House, 214 Dr.D.N.Road, Ent.A.K.Nayak Marg, Fort, Mumbai – 400 001, India, not later than 48 hours before the meeting.

The Hon'ble High Court has appointed Mr. Dharmendra G.Siraj, Chairman of the Applicant Company, failing him, Mr. Chetan D.Mehra, Director of the Applicant Company, failing him, Mr.Ganesh N.Kamath, Managing Director of the Applicant Company as the Chairman of the said meeting.

A copy of the said Scheme of Amalgamation and Explanatory Statement under Section 393 of the Companies Act, 1956 and the form of proxy are enclosed.

Place: Mumbai

Date: 18th November, 2011

Sd/-

Dharmendra G. Siraj

(Chairman Appointed for the Meeting)

(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 SUMMONS FOR DIRECTION NO. 680 OF 2011**

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, 1956
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SERVICES LIMITED with KARMA ENERGY LIMITED

KARMA ENERGY LIMITED , a company	)	
incorporated under the Companies Act, 1956	)	
having its registered office at Empire House,	)	
214 Dr. D.N.Road, Ent.A.K.Nayak Marg,	)	
Fort, Mumbai – 400001.	)	... Applicant Company.

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

Pursuant to the Order dated 18th November, 2011 passed by the High Court of Judicature at Mumbai in the Company Application referred to herein above, a meeting of the Equity Shareholders of KARMA ENERGY LIMITED, the Applicant Company (hereinafter referred to as "the Transferee Company"), is being convened at M.C.Ghia Hall, 4th Floor, 18/20 Bhogilal Hargovindas Building, K. Dubash Marg, Kala Ghoda, Mumbai 400 001 on Thursday, 29th day of December, 2011 at 2.00 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 AVIRODH FINANCIAL SERVICES LIMITED, the transferor company with KARMA ENERGY LIMITED, the Applicant Company (hereinafter referred to as "the Transferee Company") including combination of Authorized Share Capital of 1,80,00,000 Equity Shares of Rs. 10/- each (Rupees Ten each) of AVIRODH FINANCIAL SERVICES LIMITED, the transferor Company with KARMA ENERGY 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 Empire House, 214 Dr.D.N.Road, Ent.A.K.Nayak Marg, Fort, Mumbai – 400 001 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. In this Statement, "AVIRODH FINANCIAL SERVICES LIMITED, (hereinafter referred to as "the Transferor Company"), with KARMA ENERGY LIMITED, the Applicant Company (hereinafter referred to as "the Transferee Company")." expressions used in this Explanatory Statement, as 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 Board of Directors of AVIRODH FINANCIAL SERVICES LIMITED and KARMA ENERGY LIMITED have approved the Scheme of Amalgamation at their respective meetings, held on 11th August, 2011 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 / the Transferee Company was incorporated under the Companies Act, 1956 on 15th day of March, 2007 under the Companies Act, 1956 as 'KARMA WIND POWER PRIVATE LIMITED' thereafter the name of the Company was changed to 'KARMA WIND POWER LIMITED' on 12th Day of March, 2010. The name was further changed to KARMA ENERGY LIMITED on 29th Day of December, 2010
 - b. The Registered Office of the Applicant / the Transferee Company is situated at Empire House, 214 Dr.D.N.Road, Ent.A.K.Nayak Marg, Fort, Mumbai – 400 001.
 - c. The Share Capital of the Applicant / the Transferee Company as on 31st day of March, 2011 is as under:-

Authorised Share Capital	Amount (Rs.)
1,50,00,000 Equity Shares of Rs. 10/- each	15,00,00,000
Total	15,00,00,000
Issued, Subscribed and Paid-up Share Capital	
1,15,64,357 Equity Shares of Rs. 10/- each fully paid up.	11,56,43,570
Total	11,56,43,570

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:
1. To Generate, develop, accumulate, distribute, buy, sell, transmit or otherwise deal in all forms of Energy including Electricity, Power, any type of conventional and non-conventional energy like Hydel Power, Wind Power, Gas, Coal, Light and to take over existing generations plants and Company and distribution and transmission systems and to renovate the generating plant and distribution and transmission systems and to acquire, take over any licence, concessions for energy generation, distribution transmission.
4. a. AVIRODH FINANCIAL SERVICES LIMITED (hereinafter referred to as "The Transferor Company") was incorporated on the 7th day of February, 1990 under the Companies Act, 1956 under the name and style as 'WEIZMANN FINANCIAL RESOURCES (COCHIN) PRIVATE LIMITED'. The name was further changed to 'WEIZMANN FINANCIAL RESOURCES (COCHIN) LIMITED on 26th day of March, 2008 . The name was further changed to 'AVIRODH FINANCIAL SERVICES LIMITED' on 27th day of February, 2009.
- b. The Registered Office of the Transferor Company is situated at Empire House, 214 Dr.D.N.Road, Ent.A.K.Nayak Marg, Fort, Mumbai – 400 001.
- c. The Share Capital of the Transferor Company as on 31st day of March, 2011 is as under:

Authorised Share Capital	Amount (Rs.)
30,00,000 Equity Shares of Rs. 10/- each	3,00,00,000
Total	3,00,00,000
Issued, Subscribed and Paid-up Share Capital	
1,00,100 Equity Shares of Rs. 10/- each fully paid up.	10,01,000
Total	10,01,000

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

- d. The objects of the Transferor Company are set out in the Memorandum of Association. They are briefly as under:
1. To carry on business as share and stock brokers /traders in shares, bonds, debentures of joint stock Company / banks as well as in State / Central Government securities or any other securities which are classified from time to time by the State / Central Government.
5. The amalgamation of AVIRODH FINANCIAL SERVICES LIMITED, with KARMA ENERGY 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/ RATIONALE FOR THE AMALGAMATION

6. AVIRODH FINANCIAL SERVICES LIMITED and KARMA ENERGY LIMITED are under the same management. The management is of the opinion that the merger will lead to synergies of operations and more particularly the following benefits:
- (a) Both the Companies are under same Management and it would be advantageous to combine the activities and operations in a single Company. The amalgamation would provide synergistic linkages besides economies in costs by combining the total business functions and the related activities and operations and thus contribute to the profitability of the Transferee Company.

- (b) The Transferee Company will have the benefit of the combined assets and cash flows of the two Companies. The combined resources of the Transferee company will be conducive to enhance its capability to face competition in the market place more effectively.
 - (c) It will be conducive to better and more efficient and economical control and conduct of the Company.
 - (d) With the enhanced capabilities and resources at its disposal, the Transferee Company will have greater flexibility to compete more effectively.
 - (e) A larger and growing Company will mean enhanced financial and growth prospects for the people and organizations connected with the Company.
7. The Salient Features of the Scheme of Amalgamation ("the Scheme") of the Transferor Company with the Transferee Company are as follows:
- (a) The "Appointed Date" for the Scheme shall be 1st April, 2011 "Effective date", or becoming into effect of the Scheme" or "effectiveness of the Scheme", means the last of the dates on which all the orders, approvals, consents, conditions, matters or filings referred in the Scheme.
 - (b) On the Scheme becoming effective, AVIRODH FINANCIAL SERVICES LIMITED shall stand dissolved without being wound up.
8. **AMALGAMATION/TRANSFER OF UNDERTAKING**
- 8.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions to this Scheme, the undertakings of the Transferor Company shall pursuant to Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stood transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the estate, assets, rights, title and interests and authorities of the Transferee Company.
- 8.2 The entire business of the Transferor Company as going concern and all the properties whether movable or immovable, real, corporeal or incorporeal, present or contingent including but without being limited to all assets, fixed assets, capital work in progress, current assets, investment, reserves, provisions, permits, incentives, claims, rehabilitation Schemes, funds, quota rights, import quotas, licenses, approvals, permissions, registrations, brand, logos, patents, trade names, trade marks, copy rights and all other intellectual properties of the Transferor Company whether registered or unregistered or any variation thereof as a part of its name or in a style of business otherwise other industrial rights and licenses in respect thereof, lease, tenancy rights, flats, telephones, telexes, facsimile connections, e-mail connections, internet connections, installations and utilities, benefits of agreements and arrangements, power, authorities, permits, allotments, approvals, permissions, sanctions, consents, privileges, liberties, easements, other assets, special status and other benefits that have accrued or which may accrue to the Transferor Company after the Appointed Date and prior to the Effective Date in connection with or in relation to the operation of the undertakings and all the rights, titles, interests, benefits and advantages of whatsoever nature and where so ever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company as on the Effective Date shall, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company in the following manner:
- (a) Upon the coming into effect of the Scheme and with effect from the Merger Appointed Date and subject to the provisions of the Scheme, the entire business and whole of the undertaking of the Transferor Company 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 Company) such as industrial and other licences, permits, quotas, approvals, 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, title, interest, 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, be transferred and/or deemed to be transferred to and vested in KEL so as to become the properties, assets and liabilities of KEL.
 - (b) All statutory licences, permissions, approvals, No Objection Certificate, registrations, power of attorneys or consents to carry on the operations of the Transferor Company shall stand vested in or transferred to KEL without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of KEL upon the vesting and transfer of the undertakings of the Transferor Company pursuant to this Scheme. The benefit of all statutory and regulatory permissions, or other licences and consents shall vest in and become available to KEL 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 Company, as the case may be, are concerned, the same shall vest with and be available to KEL on the same terms and conditions.

- (c) Provided that notwithstanding anything contained in any document, papers or writings executed by the Transferor Company, this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in KEL by virtue of the Scheme and KEL 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.
- (d) All debts, liabilities, duties and obligations of the Transferor Company shall, without any further act or deed be and stand transferred to KEL.
- (e) 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 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.
- (f) If any suit, appeal or other legal proceedings of whatsoever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.
- (g) Subject to the other provisions of this Scheme, all contracts, deeds, bonds and other instruments, if any, of whatsoever nature relating to which, the Transferor Company is a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been party thereto. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.
- (h) All the staff, workmen and other employees if any, in the service of the Transferor Company immediately preceding the date on which the Scheme finally takes effect i.e. the Effective Date, shall become the staff, workmen and employees of the Transferee Company on the basis that their service shall have been continuous and shall not have been interrupted by reason of the transfer of the Undertaking.
- (i) Upon coming into effect of the Scheme, and in consideration for the transfer of and vesting of the assets and liabilities of the Transferor Company in the Transferee Company, the equity share holders of the Transferor Company or their respective heirs, executors, administrators or other legal representatives or other successors in title, whose names appear in the Register of Members of the Transferor Company on the Effective Date, shall, without any further act, deed or thing be allotted and issued, the Equity Shares of the Transferee Company in the following proportion viz.:-
To the equity shareholders of AFSL:
One equity shares of Rs. 10 each of the Transferee Company credited as fully paid up, for every Eighteen equity shares of Rs. 10 each held by him/her/it in AFSL.
- (j) Upon the Scheme becoming effective, the holders of equity shares of AFSL shall be deemed to have become the members of the Transferee Company on the Effective Date without any further act, deed or thing.
- (k) The new equity shares in Transferee Company to be issued to the equity shareholders of AFSL pursuant to clause 10.1 above shall be subject to the Memorandum and Articles of Association of KEL and shall rank pari passu with the existing equity shares of KEL, including dividend.
- (l) Upon new equity shares being issued and allotted by Transferee Company to the shareholders of AFSL, in accordance with Clause 10.1, the share certificates in relation to the shares held by the said shareholders in AFSL shall be deemed to have been cancelled and extinguished and be of no effect on and from such issue and allotment.
- (m) 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 Companies, by the Authorized Share Capital of Transferor Company amounting to Rs.3,00,00,000 (Rupees Three Crore Only) comprising of 30,00,000 Equity Shares of Rs.10/- 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.

- (n) Consequent upon the amalgamation, the Authorized Share Capital of the Transferee Company will be as under:

Authorized Share Capital	Amount in Rs.
1,80,00,000 Equity Shares of Rs. 10/- each	18,00,00,000
Total	18,00,00,000

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.

- (o) On the Scheme becoming effective, AFSL shall stand dissolved without being wound up.

9. 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, 2011, are as under:

Sr. No.	Name of Director	Karma Energy Limited (the Transferee Company)	Avirodh Financial Services Limited (the Transferor Company)
1.	Dharmendra G. Siraj	1112060	100
2.	Chetan D. Mehra	1464010	10
3.	Ganesh N. Kamath	Nil	Nil
4.	Neelkamal V. Siraj	Nil	Nil
5.	Vishnu P. Kamath	Nil	Nil
6.	Sumant Chadha	Nil	Nil
7.	Vinesh N. Davda	207366	Nil
8.	Kishore M. Vussonji	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 Applicant Transferor Company in the Transferor Company and the Transferee Company, as on 30th September, 2011, are as under:

Sr. No.	Name of Director	Avirodh Financial Services Limited (the Transferor Company)	Karma Energy Limited (the Transferee Company)
1.	Pramod M. Sheth	Nil	Nil
2.	Hitesh V. Siraj	Nil	Nil
3.	Kirti N. Acharya	Nil	Nil

10. **Shareholding Pattern** of the Transferor Company (AVIRODH FINANCIAL SERVICES LIMITED) as on 30th September, 2011 is as follows:-

Sr. No.	Category	No. of shares held	%
1.	Promoters	10,01,000	100.00
2.	Public Shareholding –Institutions	0	0
3.	Public Shareholding Non Institutions	0	0
	TOTAL	10,01,000	100.00

11. The Pre and Post Amalgamation **Shareholding Pattern** of the Transferee Company (KARMA ENERGY LIMITED) as on 30th September, 2011 is as follows:-

Sr. No.	Category	Pre Amalgamation		Post Amalgamation	
		No. of shares held	%	No. of shares held	%
1.	Promoters	8627441	74.60	8633002	74.61
2.	Public Shareholding – Institutions	199	00.01	199	00.01
3.	Public Shareholding Non Institutions	2936717	25.39	2936717	25.38
	TOTAL	11564357	100.00	11569918	100.00

12. The Pre Amalgamation **Capital Structure** of Transferee Company (KARMA ENERGY LIMITED) as on 30th September, 2011 is as follows:

Authorized Share Capital	Amount in (Rs.)
1,50,00,000 Equity Shares of Rs. 10/- each	15,00,00,000
TOTAL	15,00,00,000
Issued, Subscribed and Paid-up	
1,15,64,357 Equity Shares of Rs. 10/- each fully paid up.	11,56,43,570
TOTAL	11,56,43,570

13. The Post Amalgamation **Capital Structure** of Transferee Company (KARMA ENERGY LIMITED) is as follows:

Authorized Share Capital	Amount in (Rs.)
1,80,00,000 Equity Shares of Rs. 10/- each	18,00,00,000
Issued, Subscribed and Paid up Capital	
1,15,69,918 Equity Shares of Rs. 10/- each fully paid up.	11,56,99,180

14. No investigation proceedings have been instituted or are pending under Sections 235 to 251 of the Companies Act, 1956, against the Applicant / Transferee Company.

15. Inspection of the following documents is available 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 Order dated 18th November, 2011, of the High Court of Bombay at Bombay passed in Company Summons for Direction No. 680 of 2011 directing the convening of the meeting of the equity shareholders of the Applicant Company.
- The Scheme of Amalgamation.
- 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 2010-2011
- The Provisional Balance Sheet and Profit & Loss Account of Transferor Company and the Transferee Company for the period ended 2010-2011.
- No Objection Certificate from Bombay Stock Exchange Limited, Mumbai dated 20th October, 2011.
- No Objection Certificate from National Stock Exchange of India Limited, Mumbai dated 23rd September, 2011.
- Fairness Opinion Certificate issued by Aryaman Financial Services Limited (Merchant Bankers) dated 11th August, 2011.

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 M/s. RAJESH SHAH & CO. Advocates, High Court, 16, Oriental Building, 30, Nagindas Master Road, Flora Fountain, Fort, Mumbai – 400 001.

Dated this 21st day of November, 2011
Registered Office:
Empire House, 214 Dr. D.N. Road,
Ent. A.K. Nayak Marg, Fort, Mumbai – 400 001.

Sd/-
Dharmendra G.Siraj
Chairman appointed for the meeting.

SCHEME OF AMALGAMATION
BETWEEN
AVIRODH FINANCIAL SERVICES LIMITED ('THE TRANSFEROR COMPANY')
AND
KARMA ENERGY LIMITED ('THE TRANSFEREE COMPANY')
AND
THEIR RESPECTIVE SHAREHOLDERS

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

Preamble

This Scheme of Amalgamation is under the Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 for –

- I. The Amalgamation of Avirodh Financial Services Limited with Karma Energy Limited;
- II. The Scheme is divided into following parts:
 - I. **Part A** – dealing with Definitions and Basic Information;
 - II. **Part B** – dealing with amalgamation of Avirodh Financial Services Limited with Karma Energy Limited;
 - III. **Part C** – dealing with General Terms and Conditions.

PART A – DEFINITIONS AND BASIC INFORMATION

1. Definitions

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

- 1.1 "Act" or "the Act" means the Companies Act, 1956 and shall include any statutory modifications or amendments or re-enactment thereof from time to time.
- 1.2 "AFSL" or "the Transferor Company" means, Avirodh Financial Services Limited a company incorporated under the Companies Act, 1956 and having its Registered Office at Empire House, 214 Dr. D.N.Road, Ent.A.K.Nayak Marg, Fort, Mumbai – 400 001.
- 1.3 "Effective Date" means last of the dates on which the certified copies of the orders of the Hon'ble Bombay High Court or such other competent authority sanctioning the Scheme are filed with the Registrar of Companies at Mumbai by the respective companies;
- 1.4 'KEL' or 'the Transferee Company' means Karma Energy Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Empire House, 214 Dr. D.N.Road, Ent.A.K.Nayak Marg, Fort, Mumbai – 400 001.
- 1.5 'Merger Appointed Date' means April 1, 2011 or such other date as the Hon'ble Bombay High Court may direct / fix.
- 1.6 "Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) made under clause 16 of this Scheme as approved or directed by the Hon'ble High Court of Bombay or such other competent authority.
- 1.7 'The Transferor Company' means AFSL;

2. Share Capital

- 2.1 The Share Capital of AFSL as per the last audited accounts as on March 31, 2011 is as under:

No.	Particulars	Amount (Rs.)
1.	Authorised Capital	
	30,00,000 Equity Shares of Rs 10/- each	3,00,00,000
	Total	3,00,00,000
2.	Issued, Subscribed and Paid-up	
	1,00,100 Equity Shares of Rs 10/- each fully paid-up	10,01,000
	Total	10,01,000

Subsequent to the above balance sheet date, there has been no change in the Issued, Subscribed and Paid-up Capital of AFSL.

2.2 The Share Capital of KEL as per the last audited accounts as on March 31, 2011 is as under:

No.	Particulars	Amount (Rs.)
1.	Authorised Capital 1,50,00,000 Equity Shares of Rs. 10/- each	15,00,00,000
	Total	15,00,00,000
2.	Issued, Subscribed and Paid-up 1,15,64,357 Equity Shares of Rs. 10/- each fully paid-up	11.56.43,570
	Total	11,56,43,570

Subsequent to the above balance sheet date, there has been no change in the Issued, Subscribed and Paid-up Capital of KEL.

3. **Date of Taking Effect and Operative Date**

3.1 **The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court of Judicature at Bombay shall be effective from the Merger/Demerger Appointed Date but shall be operative from the Effective Date.**

PART B – AMALGAMATION

Amalgamation of the Transferor Company with Transferee Company as a going concern shall be in the following manner:

4. **Amalgamation of the Transferor Company with the Transferee Company**

4.1 Upon the coming into effect of the Scheme and with effect from the Merger Appointed Date and subject to the provisions of the Scheme, the entire business and whole of the undertaking of the Transferor Company 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 Company) such as industrial and other licences, permits, quotas, approvals, 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, title, interest, 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, be transferred and/or deemed to be transferred to and vested in KEL so as to become the properties, assets and liabilities of KEL.

4.2 All statutory licences, permissions, approvals, No Objection Certificate, registrations, power of attorneys or consents to carry on the operations of the Transferor Company shall stand vested in or transferred to KEL without any further act or deed and shall be appropriately mutated by the statutory KEL 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 Company, as the case may be, are concerned, the same shall vest with and be available to KEL on the same terms and conditions.

4.3 Provided that notwithstanding anything contained in any document, papers or writings executed by the Transferor Company, this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in KEL by virtue of the Scheme and KEL 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.

4.4 All debts, liabilities, duties and obligations of the Transferor Company shall, without any further act or deed be and stand transferred to KEL.

4.5 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 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. **Legal Proceedings**

5.1 If any suit, appeal or other legal proceedings of whatsoever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation by anything contained

in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

5.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in sub-clause 5.1 above transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

5.3 On and from the Effective Date, Transferee Company shall and may, if required, initiate any legal proceedings in relation to the Transferor Company even in respect of matters done prior to the Merger Appointed Date.

6. Contracts, Deeds, etc.

6.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds and other instruments, if any, of whatsoever nature relating to which, the Transferor Company is a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been party thereto. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

7. Saving of Concluded Transactions

7.1 The transfer of properties and liabilities to and/or the continuance of proceedings by/against the Transferee Company shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Merger Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in regard thereto as done and executed by the Transferee Company on behalf of itself.

8. Conduct of Business till Effective Date

8.1 With effect from the Merger Appointed Date and upto the Effective Date:

8.1.1 The Transferor Company shall carry on and be deemed to have carried on its business activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its entire business and undertakings for and on account of and in trust for the Transferee Company;

8.1.2 All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company; and

8.1.3 The Transferor Company shall carry on its business activities with reasonable diligence and business prudence and shall not venture into any new businesses, alienate, charge, mortgage, encumber, issue additional guarantees, indemnities, letters of comfort or otherwise deal with the assets or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of their employees in each case without the prior consent of the Transferee Company.

8.1.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to own and carry on the business of the Transferor Company.

9. Employees of the Transferor Companies

9.1 All the staff, workmen and other employees if any, in the service of the Transferor Company immediately preceding the date on which the Scheme finally takes effect i.e. the Effective Date, shall become the staff, workmen and employees of the Transferee Company on the basis that their service shall have been continuous and shall not have been interrupted by reason of the transfer of the Undertaking.

10. Consideration

10.1 Upon coming into effect of the Scheme, and in consideration for the transfer of and vesting of the assets and liabilities of the Transferor Company in the Transferee Company, the equity share holders of the Transferor Company or their respective heirs, executors, administrators or other legal representatives or other successors in title, whose names appear in the Register of Members of the Transferor Company on the Effective Date, shall, without any further act, deed or thing be allotted and issued, the Equity Shares of the Transferee Company in the following proportion viz.:-

To the equity shareholders of AFSL:

One equity shares of Rs. 10 each of the Transferee Company credited as fully paid up, for every Eighteen equity shares of Rs. 10 each held by him/her/it in AFSL.

10.2 Upon the Scheme becoming effective, the holders of equity shares of AFSL shall be deemed to have become the members of the Transferee Company on the Effective Date without any further act, deed or thing.

10.3 The new equity shares in Transferee Company to be issued to the equity shareholders of AFSL pursuant to clause 10.1 above shall be subject to the Memorandum and Articles of Association of KEL and shall rank pari passu with the existing equity shares of KEL, including dividend.

- 10.4 Upon new equity shares being issued and allotted by Transferee Company to the shareholders of AFSL, in accordance with Clause 10.1, the share certificates in relation to the shares held by the said shareholders in AFSL shall be deemed to have been cancelled and extinguished and be of no effect on and from such issue and allotment.
- 10.5 No coupons shall be issued in respect of fractional entitlements, if any, by Transferee Company, to the members of AFSL at the time of issue and allotment of new equity shares under Clause 10.1. The board of directors of Transferee Company shall consolidate all fractional entitlements, if any, and allot new equity shares in lieu thereof to a director or such other authorized representative(s) as the board of directors of Transferee Company shall appoint in this behalf, who shall hold the New Equity Shares issued in Transferee Company, in trust on behalf of the members entitled to fractional entitlements with the express understanding that such director(s) or other authorized 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 Transferee Company, the net sale proceeds thereof, whereupon Transferee Company shall distribute such net sale proceeds, subject to taxes, if any, to the members in proportion to their respective fractional entitlements. The Board of Directors of 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.
- 10.6 The new equity shares shall be issued in dematerialized form to those shareholders who hold the shares of AFSL in dematerialized form, provided all details relating to the account with the Depository Participant are available to the AFSL. 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 AFSL or committee created thereof.
- 10.7 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 Transferee Company of New Equity Shares to the members of the Transferor Company under the Scheme.
- 10.8 The new equity shares of KEL shall be listed on The Bombay Stock Exchange Limited and the National Stock Exchange of India Limited.
- 10.9 The issue and allotment of new equity shares to the members of AFSL, as provided in this Scheme, shall be deemed to be made in compliance with the procedure laid down under Section 81(1A) and any other provisions of the Act.

11. Accounting Treatment in the books of Transferee Company

- 11.1 On the Scheme becoming effective Transferee Company shall account for the amalgamation in its books as under:
- 11.1.1 All assets recorded in the books of the Transferor Company and transferred to and vested in the Transferee Company pursuant to the Scheme shall be recorded by the Transferee Company at their respective book values;
- 11.1.2 All the liabilities recorded in the books of the Transferor Company and transferred to and vested in the Transferee Company pursuant to the Scheme shall be recorded by the Transferee Company at their respective book values;
- 11.1.3 Debit/credit balance in the reserves accounts of the Transferor Company, including Profit & Loss Account, General Reserve, etc shall be debited/credited to the respective reserve account including profit and loss account of the Transferee Company;
- 11.1.4 If and to the extent there are inter-corporate loans, deposits or balances as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall, on and from the appointed date, come to an end and corresponding suitable effect shall be given in the books of account and records of the Transferee Company;
- 11.1.5 The Transferee Company shall credit in its books of account, the face value of the equity shares issued to the equity shareholders of AFSL pursuant to the Scheme, to the Share Capital Account.
- 11.1.6 The excess of the value of assets over the value of liabilities taken over of the Transferor Company as adjusted for the face value of equity shares issued as per clause 10.1 shall be credited to the Capital Reserve Account. In case of deficit, the same shall be debited to the 'Goodwill Account'.

12. COMBINATION OF AUTHORISED CAPITAL

- 12.1 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 Companies, by the Authorized Share Capital of Transferor Company amounting to Rs.3,00,00,000 (Rupees Three Crore Only) comprising of 30,00,000 Equity Shares of Rs.10/- 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.

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

Authorized Share	Capital Amount in Rs.
1,80,00,000 Equity Shares of Rs. 10/- each	18,00,00,000
Total	18,00,00,000

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.

13. Dissolution of AFSL.

- 13.1 On the Scheme becoming effective, AFSL shall stand dissolved without being wound up.

PART C – GENERAL TERMS

14. Conditionality of the Scheme

- 14.1 This Scheme is and shall be conditional upon and subject to:

- 14.1.1 Approval of and agreement to the Scheme by the requisite majority of the respective members of and such class of persons of the Transferor Company, AFSL as may be directed by the High Courts of Judicature at Bombay;
- 14.1.2 Sanctions and Orders under the provisions of Sections 391 to 394 of the Act as applicable being obtained by the Transferor Company, AFSL from the High Courts of Judicature at Bombay;
- 14.1.3 Amalgamation of AFSL into KEL shall be subject to necessary consents / approvals if any required to be obtained from such competent authority or in any other manner as Board of Directors of AFSL and KEL may agree.
- 14.1.4 Certified copies of Orders of High Court of Judicature at Bombay, sanctioning this Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai; and
- 14.1.5 All other sanctions and approvals as may be required by law in respect of this Scheme being obtained.

15. Applications to High Courts or such other Competent Authority

- 15.1 The Transferor Company shall, with all reasonable dispatch, make applications / petitions under Sections 391 to 394 and other applicable provisions of the Act to the High Court of Judicature at Bombay where the registered office of the Transferor Company is situated or to such other competent authority for sanction of this Scheme and for dissolution of the Transferor Company without being wound up.
- 15.2 KEL shall, with all reasonable dispatch, make applications / petitions under Sections 391 to 394 and other applicable provisions of the Act to the High Court of Judicature at Bombay where the registered offices of KEL and AFSL situated or to such other competent authority for sanction of this Scheme.

16. Modification or amendments to the Scheme

- 16.1 The Transferor Company, AFSL by its respective Board of Directors or a Committee thereof may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Court and/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 or Committee thereof). The Transferor Company, AFSL by its respective Board of Directors or Committee thereof shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

17. Effect of non receipt of approvals

- 17.1 In the event of any of the approvals or conditions enumerated in the Scheme not being obtained or complied, or for any other reason, this Scheme cannot be implemented, then the Board of Directors of the Transferor Company, AFSL shall mutually waive such conditions as it may consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement or in case this Scheme is not sanctioned by the High Court of Judicature at Bombay or does not otherwise become effective by June 30, 2012, or within such further period or periods as may be agreed upon between the Transferor Company, AFSL through its respective Board of Directors, then the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with this Scheme.

18. Costs, Charges and Expenses

- 18.1 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.

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SUMMONS FOR DIRECTION NO. 680 OF 2011**

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 AVIRODH FINANCIAL
SERVICES LIMITED with KARMA ENERGY LIMITED

KARMA ENERGY LIMITED , a company	)	
incorporated under the Companies Act, 1956	)	
having its registered office at Empire House,	)	
214 Dr. D.N.Road, Ent.A.K.Nayak Marg,	)	
Fort, Mumbai – 400001.	)	... Applicant Company.

FORM OF PROXY

I/We, the undersigned, being an Equity Share holder(s) of KARMA ENERGY 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 M.C.Ghia Hall, 4th Floor, 18/20 Bhogilal Hargovindas Building, K. Dubash Marg, Kala Ghoda, Mumbai 400 001 on Thursday, 29th day of December, 2011 at 2.00 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 AVIRODH FINANCIAL SERVICES LIMITED, (hereinafter referred to as the Transferor Company), with KARMA ENERGY LIMITED (hereinafter referred to as "the Transferee Company") and at such meeting and at any adjournment / adjournments thereof to vote, for me / us and in my / our name(s) _____ *(here, "if for", insert "for", "if against", insert "against", and in the later case, strike out the words below after "Amalgamation") the said Amalgamation either with or without modification as my proxy may approve.

*(Strike out whichever is not applicable)

Dated this _____ day of _____ 2011

Name : _____

Address : _____

Reg. Folio No. : _____

DPID/ Client ID. : _____

No. of Shares : _____

Signature of Shareholder(s) : Sole holder/First holder : _____

Second Holder : _____

Third holder : _____

Signature of Proxy : _____

Revenue
Stamp of
Re. 1 to be affixed.

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 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.



Registered Office: Empire House, 214, Dr. D. N. Road, Ent. A.K. Nayak Marg, Fort, Mumbai – 400 001, India.
Tel. : +91-22-2207 1501 • Fax : +91-22-2207 1514 • E-mail : investorshelpdesk@weizmann.co.in

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 18th November, 2011 of the Bombay High Court, at M.C.Ghia Hall, 4th Floor, 18/20 Bhogilal Hargovindas Building, K. Dubash Marg, Kala Ghoda, Mumbai 400 001 on Thursday, 29th day of December, 2011 at 2.00 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 Applicant 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.

Name and Complete postal address:

If undelivered Please return to :

Karma Energy Limited

Empire House,

214, Dr. D. N. Road,

Ent. A.K. Nayak Marg, Fort,

Mumbai – 400 001, India.

Tel. : +91 22 2207 1501