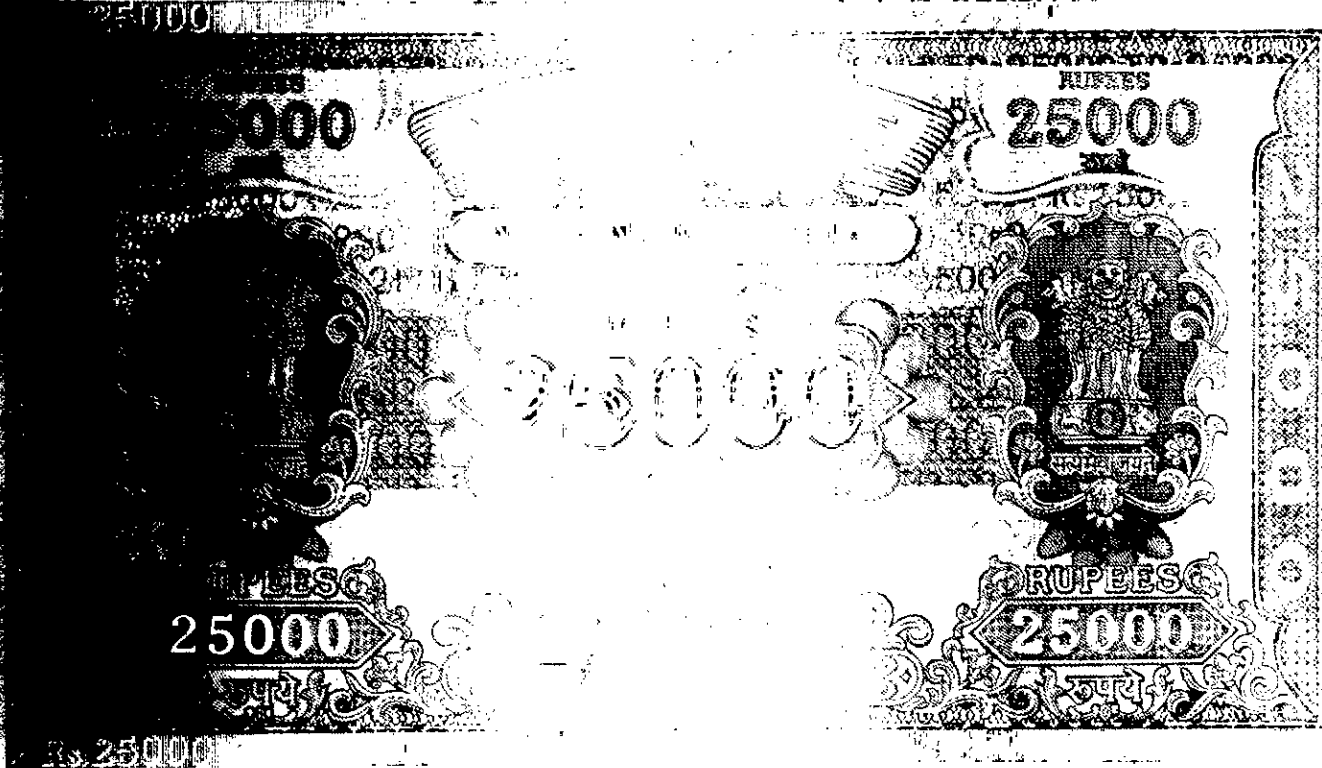


199

T 220



0000 261605

Mr. Acceptance

20/1/04

Ranjit K. Giriraj Ratan Binani

Admissible under rule 81 also under section 14 of the W.B. Act 1908 duly stamped under the Indian Stamp Act 1902.

Schedule I A No. 23/31/2004

Taxes paid as under : Rs. 100/-

Free from 10/1/04 to 30/1/04

A 13662/-

For REEMA GASES (P) L.

Director

Ranjit K.

Asst. District Registrar
Patna, Bihar

30 JAN 2004

DEED OF CONVEYANCE :: Mouza- Mangalpur, P.S. Raniganj, Sale Value Rs.10,97,727/-,
Market Value : Rs.12,43,000/-, Area 2.07 Acres.

THIS INDENTURE OF CONVEYANCE made this the 30th day of **January,**
2004 (TWO THOUSAND FOUR); BETWEEN

Cont....P/2.

99,450 / (25000 x 3 + 20,000 + 30000 x 2 + 10000 x 4 + 10)

27. 11. 1951. (2000 x 3 1/2 20,000.7)
 Hiriraj Ratan, Pohnani

28/01/04

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Completed.

1944-1945

3-194 7774

275

Project 12

50 Acres - 1000 lbs

INDIA GASES (P) LTD.

Ranger W. Director

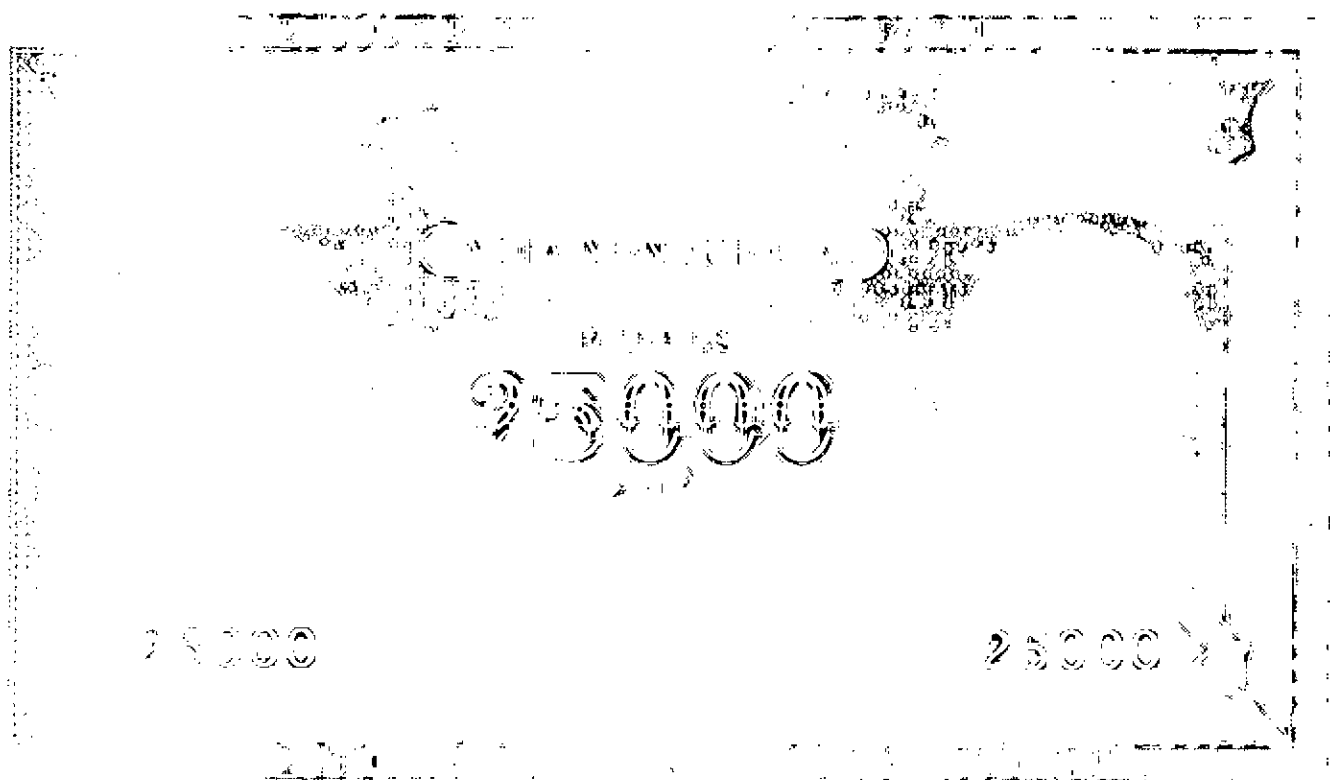
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5

3000 L. b. lianend^r Mulhyer
s/o 3000 Banali Dhan Mulhyer
Andal.

CCJ, District Court-Register
1 - 1999, District Court-Register

130 JAN 2004



00DD 261606

For REEMA GASES (P) LTD.

Ranjit Pal
Director

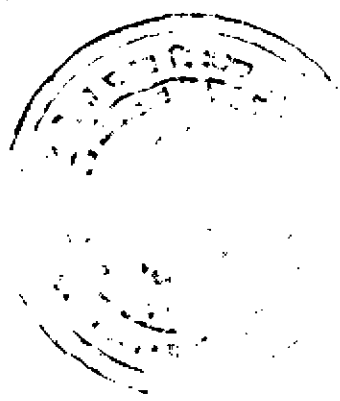
-: 2 :-

Shalini

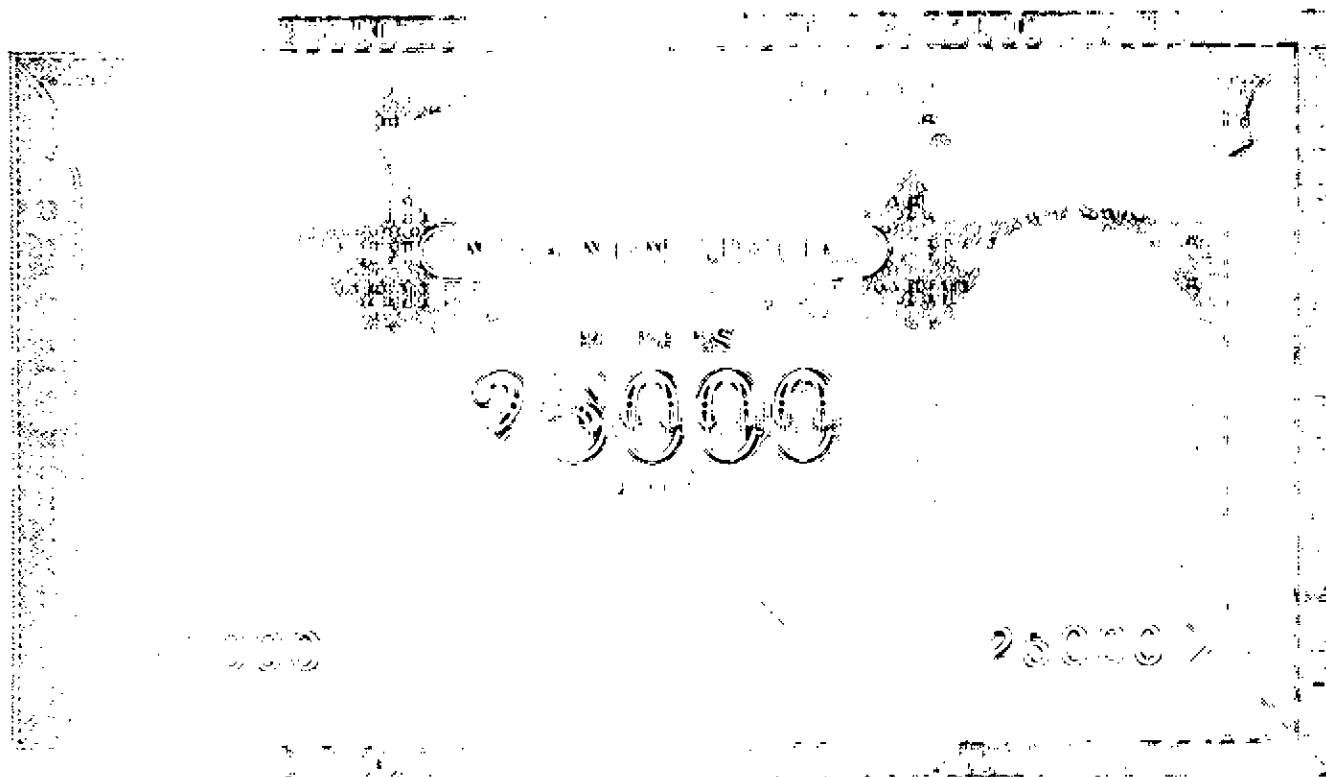
M/S. REEMA GASES PRIVATE LTD., a Private Limited Company incorporated under the Indian Companies Act, 1956, having its Registered Office at 4, Clive Row, "MUKTI CHAMBERS" Room No. 408, KOLKATA-700 001, represented by one of its Director **SRI RANJIT PAL** Son of Sri Amarendra Sekhar Pal, by faith Hindu, Citizen Indian, by Occupation Business, resident of Palpara Bakshra, P.O.& P.S. Palpara, Dist. Howrah, Pin Code-711 301, herein-after called the "**VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors and assigns) of the **ONE PART**;

Cont...P/3.

4000 99,450 (2000x3 + 20,000 + 3000 + 1000 + 100x4 + 50)
yiriraj - Rafan Binani
27 28/0/04
mess 28/1/4



Handwritten signature or mark at the bottom center of the page.



00DD 264607

For REEMA GASES (P) LTD.

Ranjith
Director

:- 3 :-

A N D

Yash
GIRIRAJ RATAN BINANI Son of Late Dau Lal Binani, by faith Hindu, Citizen Indian, by occupation Business, residing at 17/1D, Alipore Road, Flat No. 5C, Kolkata-700 027, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successor or successors and assigns) of the OTHER PART;

Cont...P/4.

4500 99,450/- (25000x3 + 20,000 + 3000 + 1000 + 100x4 + 50)

Yuzij Ratan Bizani

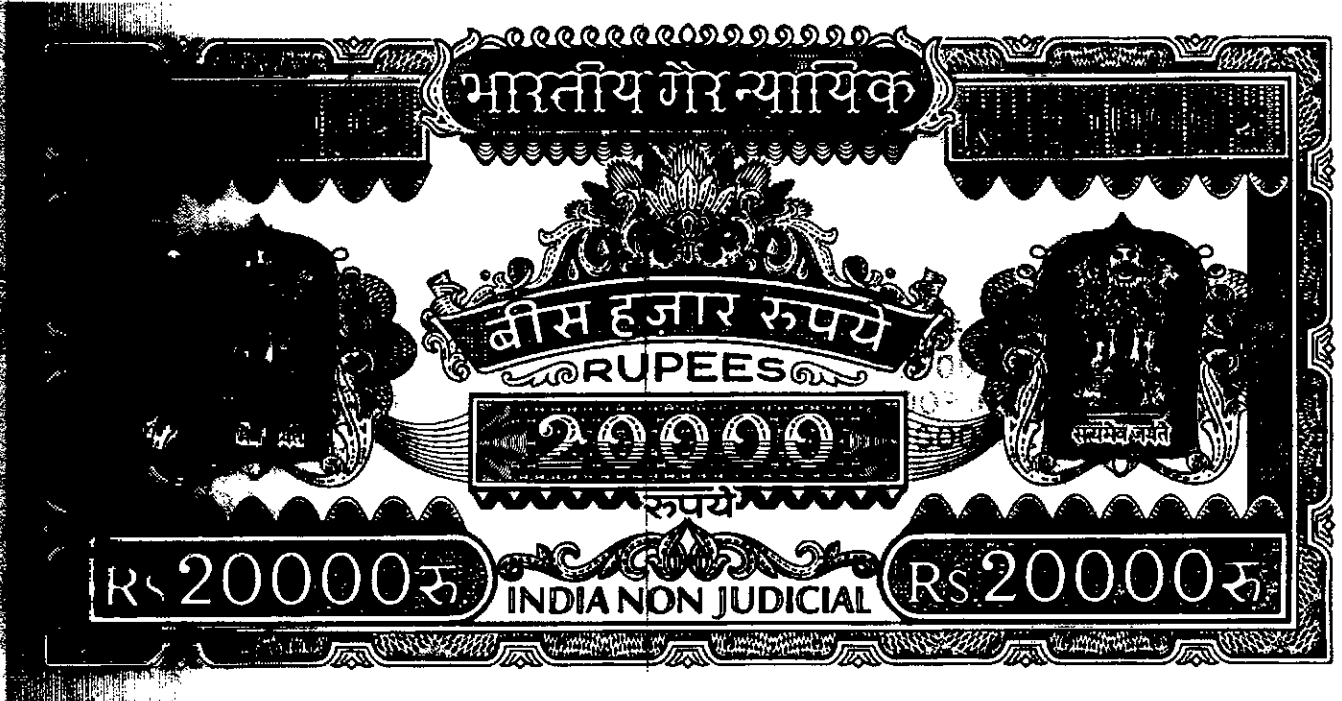
28 28/01/04

me 28/1/4



28/01/04

11/1/04



00CC 261501

FOR REEMA GASES (P) LTD.

Ranjit K. Director

--: 4 :-

1. WHEREAS by an Indenture of Conveyance register with the A.D.S.R. Office Raniganj being No. 2501 for the year 2003, the Vendor for the consideration therein mentioned purchased the land containing an Area of 2.07 Acres by the same or a little more or less situate lying at the District Burdwan, under P.S. Raniganj, J.L. No. 22, Mouza Mangalpur, and hereinafter referred to as "the said land" and more particularly described in the Schedule hereunder written.

Cont...P/5.

4000 99,450/- (25000 x 3 + 20,000 + 3000 + 1000 + 100 x 4 + 50)
Giriraj Radan Padmani
27 28/01/04
mccc 28/1/04

130 JAN 2004



For REENA GOSWAMI (P) LTD.
Ranjit Pr.
 10/10/2017

-: 5 :-

2. Upon being approached by the Purchaser, the Vendor represented to the Purchaser as follows :-
 - (a) That the Vendor is the absolute owner in respect of the said land and has the absolute authority to deal with the same in any manner whatsoever.
 - (b) That the Vendor holds marketable title in respect of the said land free from all encumbrances, liens, lispendents, attachments, acquisitions, requisitions, alignment or trust of any nature whatsoever.

Cont...P/6.

4049

99,450/- (25000 + 20,000 + 3000 + 1000 + 1000 + 450)

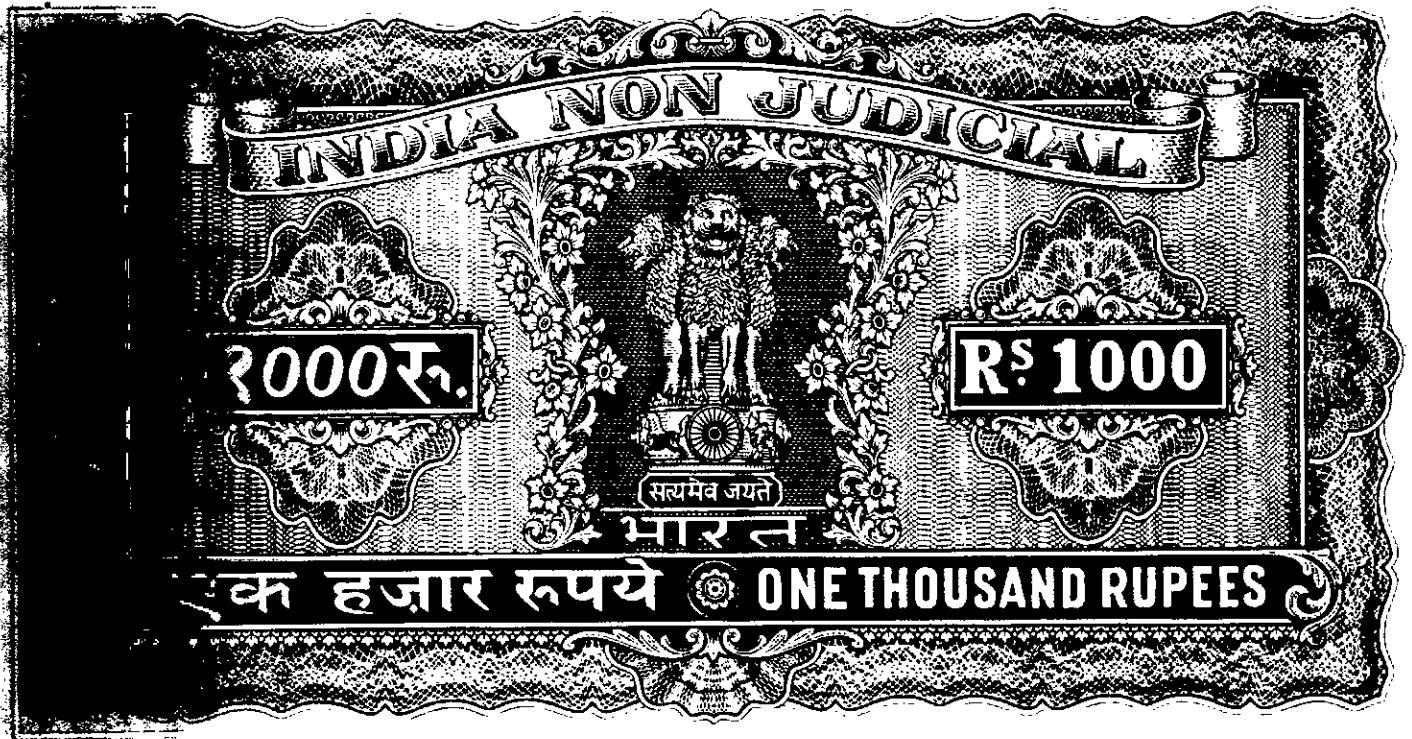
Giriraj Rafan Bizani

28 28/01/04

success 28/1/04



30 JAN 2004



For REEMA GASES (P) LTD.

Ranjit P. S.
Director

-: 6 :-

- (c) That neither there exists nor on the date of completion of sale there would exist any Agreement for Sale, Lease, Sub-lease or tenancy affecting the said land.
- (d) That the Vendor has not received any Notice of Demand for any authorities whatsoever in respect of the said land.
3. Relying on the representation of the Vendor and believing the same to be true and on the faith thereof the Purchaser agreed to purchase from the Vendor ALL THAT an

Cont...P/7.



For REEMA GASES (.) LTD.

Ranjit K.

-: 7 :-

undivided proportionate share or interest of the Vendor of and in all that the land measuring 2.07 Acres situate lying within the District Burdwan under P.S. Raniganj, and more particularly described in the Schedule hereunder written at or for a consideration of Rs.10.97.727 (Rupees Ten Lakh ninety seven thousand seven hundred twenty seven) only free from all encumbrances.

4. At the request of the Purchaser the Vendor has agreed to execute the Indenture of Conveyance in favour of the purchaser in respect of the said Land being these presents.

Cont...P/8.

4049

97, 450 / 25000 x 3 + 20,000 + 3000 + 1000 + 100 x 4 + 50)
Giriraj Ratan Banani

27
28/01/04

meera
28/1/4

CC7, District Registrar
District, District Registrar

13.0.00.2004



FOR REEMA GASES (P) LTD.

Ranjeet K. [Signature]

--: 8 :-

- I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs.10,97,727/- (Rupees Ten Lakh Ninety seven thousand seven hundred twenty seven) only paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit, release, exonerate and discharge the said

Cont...P/9.

4049 33,450/- (25,000 x 3 + 20,000 + 3000 + 1000 + 1000 x 4 + 50)
Kolkata - 27 28/01/04
28/1/04

130 JAN 2004



FOR REMITTANCE CASES (P) LTD.

Ranjit Singh,
Director

-: 9 :-

Land) the Vendor doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser ALL THAT an undivided proportionate share or interest of and in all that the piece and parcel of the Land measuring 2.07 Acres situate lying within the District Burdwan, under P.S. Raniganj and more particularly described in the Schedule hereunder written which now are or may hereinafter be in the possession or the custody of the Vendor or any

Cont...P/10.

4049

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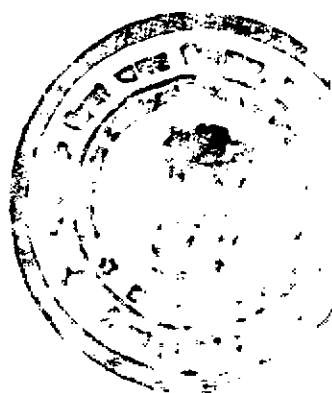
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29,450/- (25,000 x 3 + 20,000 + 3,000 + 1,000 + 1,000 x 4 + 50)

27 28/01/04

28/1/04



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For REEMA GASES (P) LTD.

Ranjit Patel
Director

-: 10 :-

person or persons from whom the Vendor may procure the same without any action either at Law or in equity together with reminders, rents, issues and profits thereof TO HAVE AND TO HOLD the said land unto and to the use of the Purchaser absolutely and for ever free from all encumbrances, liens, lispendents, attachment, acquisition, requisition or trust of any nature whatsoever subject however to the compliance of the covenants and agreement on the part of the Purchaser to be observed and performed.

Cont...P/11.

4049

Kolkata

92, 450 / 25000 x 3 + 20,000 + 3000 + 1000 + 100 x 4 + 300)

Gurraj Rafan Binani

27

28/01/04

new 28/1/14

CCP, District Collector

1/1/14

1/1/14



FOR REEMA GASES (P) LTD.

Ranjit Patel
Director

:- 11 :-

II. The Vendor doth hereby covenant with the Purchaser as follows :-

- Shelly*
- (a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendor done or omitted or executed or knowingly suffered to the contrary, the Vendor has good right, full power and absolute authority to grant, transfer, convey, assign and assure the said land hereby expressed or intended so to be unto the Purchaser to the manner aforesaid.
 - (b) That the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereby conveyed and transferred and received the rents, issues and profits thereof without any lawful eviction or interruption, claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully and equitably claiming

Cont...P/12.

404a 99,450/- (25,000 x 3 + 20,000 + 3000 + 1000 + 100 x 4 + 50)

Kolkata 27 28/01/04

me 20th



2
COPI. WINTER (1900-1901)
JANUARY, 1901

30 JAN 2004

FOR REEMA GASES (P) LTD.

Raniganj
Director

-:: 12 ::-

from under or in trust for the Vendor and free from all encumbrances, lispendents, attachments, acquisition, requisition, trust and liabilities of any nature whatsoever made or suffered by the Vendor or any person or persons having or lawfully or equitable claiming as aforesaid.

- (c) That the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said land hereby conveyed and transferred or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute or cause to be done or executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said land hereby transferred and every part thereof unto the purchaser in the manner aforesaid as shall or may be reasonably required.

III. It is mutually agreed and declared by and between the parties hereto as follows :-

- (1) That the Purchaser shall entitled to have its name mutated in the records of the appropriate authority.
- (2) That the proportionate annual rent payable to the State of West Bengal through the B.L.& L.R.O., Raniganj, Dist. Burdwan, will be borne by the Purchaser.
- (3) That all rates, taxes, assessments and outgoings in respect of the said land upto the date of possession shall be borne and paid by the Vendor.

S C H E D U L E

Challan

WITHIN the District Burdwan, under P.S. Raniganj, J.L. No.22, Mouza Mangalpur, at present Vendors L.R. Khatian No. 688 (Six hundred eighty eight), 689 (Six hundred eighty nine), 690 (Six hundred ninety), 691 (Six hundred ninety one), 694 (Six hundred ninety four) and 695 (Six hundred ninety five), bearing Plot No. 1219 (One thousand two hundred nineteen), Class of land Pond at present Danga, measuring an Area 2.07 (Two Point Zero Seven) Acres out of Total Area 1.15 + 1.15 Acres respectively divided into two Deed i.e. in Total Area 2.30 (Two Point Three Zero) Acres. The land hereby sold being Red marked in the annexed Sketch Map attached herewith a Part of this Deed.

Cont....P/13.



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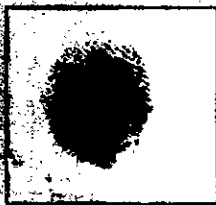
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littlefinger to forefinger



Thumb



forefinger to littlefinger



Finger Print attested by me :

Girraj Ratan Binani

Thumb



littlefinger to forefinger



Thumb



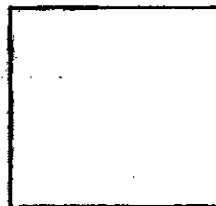
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Finger Print attested by me :

Ranjit K.P.

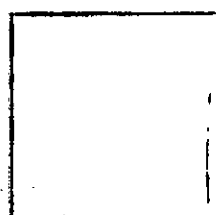
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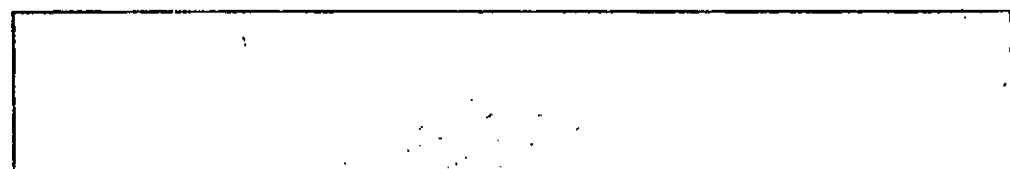
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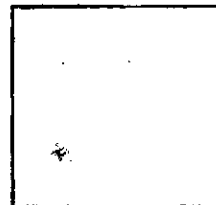


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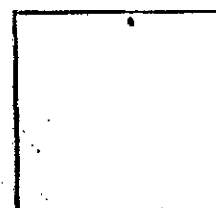
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Finger Print attested by me :



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13 0 JAN 2004

II II

total 14
Volume 14
Pages 14
Serials 14
776

On 5/16



20-7 64

-: 13 :-

Received of and from the within named PURCHASER
the within mentioned consideration as per Memo below :- **Rs.10,97,727/-**

MEMO OF CONSIDERATION

<u>Cheque No.</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount.</u>
599819	19/01/2004	H.D.F.C.	Rs. 3,00,000.00
599820	19/01/2004	H.D.F.C.	Rs. 3,00,000.00
599821	19/01/2004	H.D.F.C.	Rs. 3,00,000.00
599822	19/01/2004	H.D.F.C.	Rs. 1,97,727.00
TOTAL :			<u>Rs.10,97,727.00</u>

IN WITNESSES WHEREOF the Vendor hereof has execute and signed these presents on the day, month and year written at the outset.

This Deed Writing completed in 13 Pages and in Page No.14, Ten Fingers Print given by the Parties, being the part of this Deed.

WITNESSES :-

1. *B. beharande mulhoge.*
Badal.

2. *Atin mehta*
Ranjit

For REEMA GASES (P) LTD.

Ranjit P.
Director

(SIGNATURE OF THE VENDOR).

Drafted and prepared by me
by the consent of the parties :-

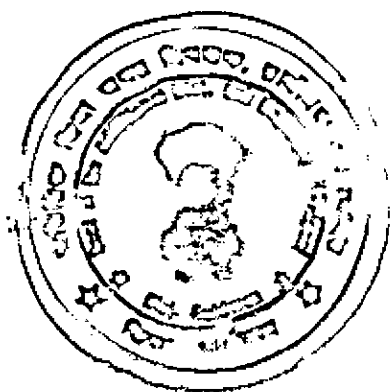
Sachin devande chaitanya
WB - F(676/657 of 1982
Advocate. Bhande and
S. N. Chaitanya
Advocate

Typed by me :-

Sahit Sen.

Typist.

A.P. Lane, RANIGANJ.



[Signature]
CCJ, District Court
District of Columbia

SITE PLAN SHOWING R.S. PLOTS OF LAND IN MOUZA:

MANGALPUR J.L. NO. 22. P.S. RANIGANJ. SCALE: 3/2" = 1 MILE.

LEGEND:-

LAND MEASURING IN PLOT NO. 1219. 2.07 ACRE SOLD SHOW ☐

AREA SOLD TO: SRI GIRIRAJ RAJAD BINANI.

S/O. DEVI LAL BINANI. I



FOR REPLY

Ranjit K

Drawn by.

D. K. G. P.

Surveyor.

Date 2014/08/07 17:17:45

STATE BANK OF INDIA
OVERSEAS BRANCH, KOLKATA
KOLKATA

RECEIVED MESSAGE
Sequence Number
Message Type

Date 2014/08/07 17:17:42
57127
MT 103

Sender Address

Single Customer Credit Transfer
RBS NL
AMSTERDAM

Receiver Address

SBIN0004805
STATE BANK OF INDIA
OVERSEAS BRANCH, KOLKATA
KOLKATA

MUR

Sender Reference
Receiver Reference

SBIN0091111
201408071604RBOSNL2AXXX024737168
0000000000SBIN00048050343211487

PDE

Possible Duplicate Emission

*20

Transaction Reference Number

Sender's Reference

: 2014080600005854

*23B

Bank Operation Code
Bank Operation Code

: CRED

*32A

Value Date/Currency Code/Interbank Settled Amount
Date

: 20140807

Currency

: EUR

Amount

: 811.

*33B

Currency/Instructed Amount
Currency

FORWARDED FOR DISPOSAL
THE FUND WAS NOT APPLIED AT OUR END

For Chief Manager (Funds)
SBI Overseas Br. Kolkata

80808-33257

Invalid a/c no.

2560/11 श्री

2-2821/11



पश्चिम बंगाल WEST BENGAL

10AA 956515



03.03.11

COPY OF DECREE

THIS COPY OF DECREE is made on this the 3rd day of March, 2011.



I, **TRILOCHAN JHA**, son of Sri Nokhelal Jha aged about 62 years, by faith Hindu, by occupation service, working for gain at 11A, Rowdon Street, Rowdon Chambers, 3rd floor, P.S. Shakespeare Sarani, Kolkata-700 017, do hereby voluntarily declare and say as that:

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. R. A. - II KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 02560 / 2011, Deed No. (Book - I , 02821/2011)

I. Signature of the Presentant

Name of the Presentant	Signature with date
Trilochan Jha	Trilochan Jha 3-3-2011

II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Trilochan Jha Address -11 A, Rowdon St, Thana- Shakespeare Sarani, District- Kolkata, WEST BENGAL, India, P.O. :- Pin 700017	Self		 LTI	Trilochan Jha
			03/03/2011	03/03/2011	

Name of Identifier of above Person(s)

Kunal Paul
High Court, District: Kolkata, WEST BENGAL, India,
P.O.

Signature of Identifier with Date

Kunal Paul
Advocate
05/03/11



(Sudhakar Sahu)

ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA,

1. I am one of Directors of M/s. Eastern Tradecom Pvt. Ltd. (hereinafter referred as 'the Company') and am well acquainted with the facts and circumstances in relation to the undivided proportionate share of land comprised of and in their premises No. 11A, Rowdon Street, Rowdon Chambers, 3rd floor, P.S. Shakespeare Sarani, Kolkata-700 017 based on the proportion which the super built up area of the unit being an area of 1711 sq. ft. approximately (hereinafter referred as said property). I have duly authorized and am competent to sign seal this copy of decree on behalf of Eastern Tradecom Pvt. Ltd.

For EASTERN TRADECOM PVT LTD.

SIGNED SEALED AND DELIVERED

Trilochan gh

Director

By the Director in the presence of:

WITNESS:

Poamod Kumar Sinha
11 A Rowdon Chambers
Rowdon Street
KOLKATA - 17

Gadamananda Das
9, Old Post Office St.
Kolkata - 1

Drafted by me

Kamal Paul

Advocate
High Court, Calcutta.

Company Petition No. 184 of 2010

Connected with

Company Application No. 387 of 2010

IN THE HIGH COURT AT CALCUTTA

ORIGINAL JURISDICTION

In the Matter of:

The Companies Act, 1956:

-And-

In the Matter of:

An Application Under Sections 391(2)
and 394 of the said Act;

-And-

In the Matter of:

SHAKTI IRON AND STEEL COMPANY LIMITED
a Company incorporated under the
Companies Act, 1956 and having its
Registered Office at 11A, Rawdon
Street, Rawdon Chambers, 3rd Floor,
Kolkata-700017 in the State of West
Bengal.

-And-

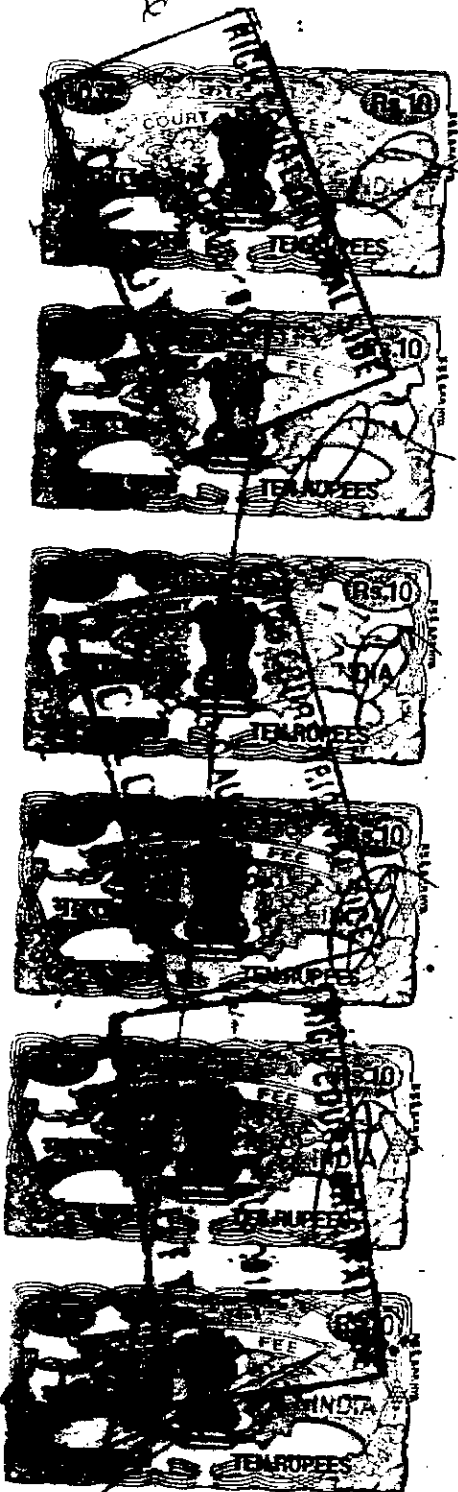
In the matter :

EASTERN TRADECOM PRIVATE LIMITED a
Company incorporated under the
Companies Act, 1956 and having its
Registered Office at 11A, Rawdon
Street, Rawdon Chambers, 3rd Floor,
Kolkata-700017 in the State of West
Bengal.

-And-

In the Matter of :

1. SHAKTI IRON AND STEEL COMPANY
LIMITED
2. EASTERN TRADECOM PRIVATE LIMITED
... PETITIONERS



80/2010
31
3

2nd Date to Ca.

Company Petition

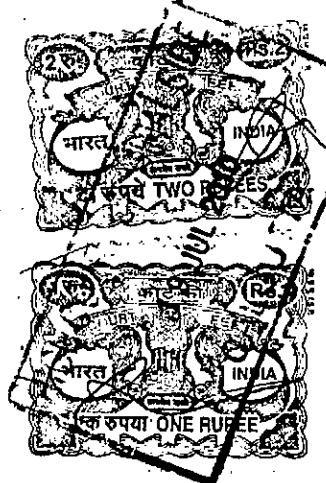
Company Application

184
CORRECTED WITH
387

No. of 2010

No. of 2010

235



IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

President of the Union of India

In the Matter of:-

The Companies Act 1956

- And -

In the matter of:-

An application under Sections 391(2) and 394
of the said Act

- And -

In the matter of:-

Shakti Iron and Steel Company Limited, a
company incorporated under the Companies Act 1956
and having its Registered office at 11A, Rawdon
Street, Rawdon Chambers 3rd Floor, Kolkata-700017
in the State of West Bengal.

- And -

In the matter of:-

Eastern Tradecom Private Limited, a
company incorporated under the Companies
Act 1956 and having its Registered office
at 11A Rawdon Street, Rawdon Chambers
3rd Floor, Kolkata-700017 in the State of
West Bengal.

- And -

In the Matter of:-

1. Shakti Iron and Steel Company Limited.
2. Eastern Tradecom Private Limited

Petitioners

The Honourable Mr. Justice

S. B. Mukerji

The above petition coming on for hearing on this day upon reading the said petition, the order dated Nineteenth day of May in the year of Two Thousand Ten whereby the abovesaid petitioner Company NO. 1 Shakti Iron and Steel Co. Limited (hereinafter referred to as the said 'SIASCL' and the abovesaid petitioner Company NO. 2. Eastern Tradecom Pvt. Ltd. (hereinafter referred to as the said ETPL) were ordered to disperse with the meetings of the equity shareholders of the said 'SIASCL' and the said ETPL

B/S

[Signature]

707
19/7/10

18-26-2010

to be binding with effect from tenth day of May in the year of Two thousand and ten (hereinafter referred to as the said transfer date) on the said SIASCL and the said ETPL and their shareholders and all concerned.

This Court doth Order

1. That all the properties, rights and interest of the 'Business Centre Division' of the said SIASCL including those specified in the first Second and Third parts of the Schedule B' hereto be transferred from the said transfer date and vest without further act or deed to the said ETPL and accordingly the same shall pursuant to Section 394(2) of the Companies Act 1956 be transferred to and vest in the said ETPL for all the estate and interest of 'Business Centre Division' of the said SIASCL but subject nevertheless to all charges now affecting the same, and -
2. That all the liabilities and duties of 'Business Centre Division' of the said SIASCL be transferred from the said transfer date without further act or deed to the said ETPL and accordingly the same shall pursuant to Section 394(2) of the Companies Act 1956 be transferred to and become the liabilities and duties of the said ETPL, and -
3. That all the legal appeal or other proceedings now pending by or against the said SIASCL shall continue by or against the said SIASCL only unless they specifically relate to 'Business Centre Division' of the said SIASCL, and -

AS
D.

4. That reduction --- 111

6. That leave be and the same is hereby granted to the said petitioner Company to file the Schedule of Assets of Business Centre Division of the said SIASCL, as stated in paragraph 19 of the petition, within a period of three weeks from the date hereof, and -
7. That the said SIASCL and the said ETPL do within a period of thirty days from the date hereof cause the Certified Copies of this order to be delivered to the Registrar of Companies, West Bengal for registration respectively, and -
8. That any person interested shall be at liberty to apply to this Hon'ble Court in the above matter for such direction as may be necessary, and -
9. That in the event the said petitioner Companies supply a legible Computerised print out of the said Scheme of Arrangement and the Schedule of Assets in acceptable form to the department, the department concerned is hereby directed to append such Computerised print out, upon verification, to the Certified Copy of this order without insisting on a hand written copy thereof, and -
10. That the said petitioner Company do pay to the Central Government its costs of and incidental to this application assessed at one hundred fifty gold mohars, and -
11. That the petition being Company Petition No. 184 of 2010 be and the same is hereby allowed accordingly with the aforesaid directions.

Witness Mr. Jainarayan Patel, The Chief Justice at Calcutta
 aforesaid the Nineteenth day of July in the year of Two Thousand Ten.

Mukherjee Agarwala & Co. --- Advocates
 Mr. S.S. Sankar --- Advocate for the Central Government

Boon - To

Banerjee
 for Registrar 26/8/10

Schedule "A" above referred to

SCHEME OF ARRANGEMENT
BETWEEN
SHAKTI IRON AND STEEL COMPANY LIMITED
AND
EASTERN TRADECOM PRIVATE LIMITED
AND
THEIR RESPECTIVE SHARE HOLDERS

PART - I

1. DEFINITIONS

In this Scheme, unless repugnant to the meaning content thereof, the following expressions shall have the meaning as given below: -

- A. 'THE ACT' means the Companies Act, 1956 or any amendments thereto or re-enactment thereof.
- B. 'THE TRANSFER DATE' for the purpose of the Scheme means 10th day of May, 2010.
- C. 'THE EFFECTIVE DATE' means the day on which last of the approvals specified in Clause 9 of Part IV of the Scheme shall have been obtained and certified copies of Order of the High Court of judicature at Kolkata under sections 391 to 394 of the Act are filed with the Registrar of Companies, West Bengal at Kolkata.
- D. 'THE RECORD DATE' means the date to be fixed by the Board of Directors of "ETPL" for the purpose of issue of shares to shareholders of "SIASCL" in terms of this Scheme.
- E. 'SCHEME' and 'THE SCHEME' means the Scheme of Arrangement in its present form with any modifications approved or imposed or directed by the Hon'ble Court of jurisdiction at Kolkata.
- F. "SIASCL" means "SHAKTI IRON AND STEEL COMPANY LIMITED" a Company incorporated under the Companies Act, 1956 and having its Registered Office at 11A, Rawdon Street, Rawdon Chambers, 3rd Floor, Kolkata-700017 in the State of West Bengal.

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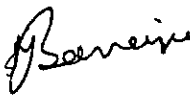


2. SHARE CAPITAL

- 2.1 "SIASCL" has an Authorised Share Capital of Rs.25,00,000/- divided into 2,50,000 Equity Shares of Rs.10/- each and an Issued, Subscribed and Paid-up Share Capital of Rs.24,55,000 /- divided into 2,45,500 Equity Shares of Rs.10/- each fully paid.
- 2.2 "ETPL" has an Authorised Share Capital of Rs. 1,00,000/- divided into 10,000 Equity Shares of Rs.10/- each and Issued, Subscribed and Paid-up Share Capital of Rs 1,00,000/- divided into 10,000 Equity Shares of Rs 10/- each fully paid. .
- 2.3 The entire equity shares of "ETPL" are presently beneficially held by "SIASCL". Thus "ETPL" is 100% subsidiary of "SIASCL".

PART - II

THE SCHEME:

- 3.1 a) With effect from the Transfer Date, all the estates, assets, rights and interests of the "BUSINESS CENTRE DIVISION" shall pursuant to the provisions of Section 394(2) of the Act and without any further Act, instrument or deed be vested in or be deemed to have been vested in "ETPL" so as to become as and from the Transfer Date, the estates, assets, rights and interests of "ETPL".
- b) With effect from the Transfer Date, all the liabilities and obligations of the "BUSINESS CENTRE DIVISION" shall without further act or deed, become the liabilities and obligations of "ETPL", who shall undertake to meet, discharge and satisfy the same.
- c) The break- up of "ETPL DIVISION" is given in Annexure - I attached with this Scheme.
- 3.2 All legal , appeal or other proceedings which are pending against "SIASCL" or which are instituted against "SIASCL"(if any) shall be continued against "SIASCL" only, unless they specifically relate to Business Centre Division of the Company.
- 3.3 With effect from the Transfer Date and upto and including the Effective Date:
 - (a) "SIASCL" shall be deemed to have been carrying on or to be carrying on all business and activities relating to "BUSINESS CENTRE DIVISION" and stand possessed of the properties relating thereto for and on account of and in trust for "ETPL".

assets/properties relating to "BUSINESS CENTRE DIVISION" of "SIASCL". On such act of "ETPL", the concerned authorities should give effect of the Scheme and record the change in the legal right in their records by recording the name of "ETPL" instead of "SIASCL" pertaining to assets/properties of "BUSINESS CENTRE DIVISION"

PART - III

CONSIDERATION AND ACCOUNTING TREATMENT

- 4.1 Upon the Scheme being sanctioned, the "BUSINESS CENTRE DIVISION" of "SIASCL" shall be transferred to "ETPL" at its book value as on the transfer date.
- 4.2 "ETPL" shall without further application issue and allot to every member of its holding Company "SIASCL" whose name is appearing on the Register of Members on the record date 3 (Three) Equity Shares of Rs. 10/- each fully paid-up in "ETPL" for every 5 (Five) Equity Shares of Rs. 10/- each fully paid-up and held by such members in "SIASCL".
- 4.3 The Assets and Liabilities of "BUSINESS CENTRE DIVISION" shall be demerged at book value of "SIASCL" as on the transfer date. "SIASCL" shall reduce its existing issued, subscribed and paid up Share Capital from the present Rs 24,55,000/- divided into 2,45,500 equity shares of Rs 10/- each to Rs 9,82,000/- divided into 2,45,500 equity shares of Rs 4/- each fully paid-up and thereafter each 5 (Five) equity shares of "SIASCL" paid up to the extent of Rs 4/- each shall be consolidated into 2(Two) new equity share of Rs 10/- each. Thus the paid up share capital shall reduce by Rs 14,73,000/-. The book value of "BUSINESS CENTRE DIVISION" of "SIASCL" so transferred shall be adjusted from the Share Capital. The Assets & Liabilities of "REMAINING DIVISION", shall continue to remain same in the books of "SIASCL".
- 4.4 All the shares to be issued and allotted in "ETPL" in terms of the Scheme shall rank pari passu in all respects with the existing shares.
- 4.5 The shareholders of "SIASCL" need not surrender their existing share certificates for getting shares of "ETPL".
- 4.6 No fractional equity shares shall be issued or allotted to any member of "SIASCL". All fractional entitlements upto 0.5 equity share or more to any member of "SIASCL", shall be rounded off to one equity share and all fractional entitlements to less than 0.5 equity share shall be ignored.
5. The difference between the book value of "BUSINESS CENTRE DIVISION" transferred to "ETPL" in terms of the Scheme of Arrangement and the Share Capital issued by "ETPL" to the shareholders of "SIASCL" shall be treated in

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Schedule "B" above referred to

Schedule of Assets of "Business Centre Division" of Shakti Iron & Steel Company Ltd. to be transferred and vested in Eastern Tradecom Pvt Ltd., the transferee company as at 10.05.2010.

Part-I

(A short description of the Freehold Properties of the "Business Centre Division" of Shakti Iron and Steel Company Ltd.)

	<u>Amount</u>
Furnished Office Premises at 11A, Rowdon Street, Kolkata-700017 (now known as Sarojini Naidu Sarani) being Unit No.A on the third floor having super built up area of 1711 square feet approx having K.M.C.regn no. 110634700304	1,441,156

Part-II

(A short description of the Leasehold Properties of the "Business Centre Division" of Shakti Iron and Steel Company Ltd.)

N I L

Part-IIIOthers

(A short description of the shares, stocks, debentures and other choose in action of the "Business Centre Division" of Shakti Iron and Steel Company Ltd.)

Advances	10,073		
Cash & Bank Balances	27,021		
	-----	37,094	
Less: Liabilities for expenses		5,250	31,844

Net Assets to be transferred

1,473,000

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CERTIFIED TO BE A TRUE COPY

Authorised under Section 76 of
the Indian Evidence Act, 1872
(Act-1 of 1872)

Y. Jee
25/08/2010

End
32/8/10

For Registrar
26/8/10

Received a copy
of the order
by me
27/08/10
for S. S. Sarkar, Addl.
Govt. Advocate

60
C. P. No. 184 of 2010
C. A. No. 387 of 2010
C. A. No. 387 of 2010

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

In the Matter of Companies Act, 1956

and

In the Matter of

Shakti Iron & Steel Co Ltd & Anr.

Order

of the 19th day of July 2010
Filed this 30th day of August 2010

- i) Date of application on for Copy. 19.7.10
- ii) Date of notifying the order. 20.8.10
- iii) Date of making the copy. 20.8.10
- iv) Date on which the copy is ready for delivery. 31.8.10
- v) Date of Making over the copy to the applicant. 31.8.10

PRUF
31.08.10
Superintendent,
Copyists' Department
High Court, O.S.

31.8.10








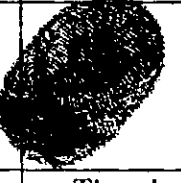





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Superintendent,

Company Matters Department.

Mukherjee Agarwalla & Co.

Attorney.

SPECIMEN FORM FOR TEN FINGERPRINTS

 <i>Trilo</i> <i>Trilo chan ghe</i>						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
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(Right Hand)						
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		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 4520 to 4539
being No 02821 for the year 2011.



[Handwritten signature]

(Sudhakar Sahu) 07-March-2011
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal