

## SHREE GLOBAL TRADEFIN LIMITED

Registered Office: 35, Ashok Chambers, Broach Street, Devji Ratansey Marg, Masjid Bunder, Mumbai – 400 009,  
Maharashtra.

### Court Convened Meeting of Equity Shareholders of SHREE GLOBAL TRADEFIN LIMITED

Day : Tuesday

Date : 20th December, 2011

Time : 10.00 A.M

Place : 'Orchid', 1st Floor, Centre 1, Cuffe Parade, Mumbai-400005.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMPANY SUMMONS FOR DIRECTION NO. 692 OF 2011

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

AND

In the matter of Section 391 to 394 read with Sections 78 and 100 of the  
Companies Act, 1956;

AND

In the matter of Scheme of Arrangement between RAGINI TRADING &  
INVESTMENTS LIMITED and PARISHRAM PROPERTIES PRIVATE  
LIMITED and SHREE GLOBAL TRADEFIN LIMITED and PRAGYA  
REALTY DEVELOPERS PRIVATE LIMITED and Their Respective  
Shareholders & Creditors.

SHREE GLOBAL TRADEFIN LIMITED, a company incorporated )  
under the Companies Act, 1956 having its registered office at 35, )  
Ashok Chambers, Broach Street, Devji Ratansey Marg, Masjid )  
Bunder, Mumbai – 400 009, Maharashtra. )  
)  
)  
) ... Applicant Company.

**NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS**

To,

The Equity Shareholders of SHREE GLOBAL TRADEFIN LIMITED ("Applicant Company")

Take Notice that by an Order made on the 25<sup>th</sup> day of November, 2011 the Hon'ble High Court of Judicature at Bombay has directed that a meeting of the Equity Shareholders of SHREE GLOBAL TRADEFIN LIMITED, the Applicant Company, be convened and held at 'Orchid', 1st Floor, Centre 1, Cuffe Parade, Mumbai-400005 on Tuesday, the 20th December 2011 at 10.00 A.M. to transact the following special business:

1. 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 proposed Scheme of Arrangement between RAGINI TRADING & INVESTMENTS LIMITED, the First Transferor / First Demerged Company and PARISHRAM PROPERTIES PRIVATE LIMITED, Second Transferor / Second Demerged Company and SHREE GLOBAL TRADEFIN LIMITED, the Applicant / the Transferee / Third Demerged Company and PRAGYA REALTY DEVELOPERS PRIVATE LIMITED, the Resulting 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 Arrangement made between RAGINI TRADING & INVESTMENTS LIMITED, the First Transferor / First Demerged Company and PARISHRAM PROPERTIES PRIVATE LIMITED, Second Transferor / Second Demerged Company and SHREE GLOBAL TRADEFIN LIMITED, the Applicant / the Transferee / Third Demerged Company and PRAGYA REALTY DEVELOPERS PRIVATE LIMITED, the Resulting Company, as circulated along with the notice of the meeting, a copy of which is placed before the meeting and for the purpose of identification signed by the Chairman thereof, be and is hereby approved and agreed to

**"RESOLVED FURTHER THAT** for the purpose of giving effect to the above resolution and for removal of any difficulties or doubts, the Board of Directors of the Company (hereinafter referred to as "the Board", which term shall deem to include any committee or any person(s) which the Board may nominate or constitute to exercise its powers, including the powers conferred under this Resolution), be and is hereby authorised to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, usual or proper and to settle any questions or difficulties that may arise with regard to the implementation of the above Scheme of arrangement, 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."

**"RESOLVED THAT** pursuant to the provisions of section 78, 100, 101 to 102 and any other applicable provisions of the Companies Act, 1956 (the Act), Table A of the Articles of Association of the Company and further subject to confirmation of the Hon'ble High Court of Judicature at Bombay (or any other appropriate authority) of the Scheme of Arrangement between Ragini Trading & Investments Limited ('Ragini') and Parishram Properties Private Limited ('Parishram') and Shree Global Tradefin Limited ('SGTL') and Pragya Realty Developers Private Limited ('Pragya') and their respective Shareholders and Creditors for, inter alia, the demerger of businesses of Ragini, Parishram and SGTL into Pragya, the Balance in Securities Premium Account of the Company be applied to write off / adjust the Goodwill of the Company as on the appointed date i.e April 1, 2011 pursuant to the Scheme and the Securities Premium Amount shall stand reduced accordingly on approval of the Scheme of Arrangement.

**RESOLVED THAT** any one of Mr. Y S Vasudevan, Mr. N K Mohan, Directors of the Company be and are hereby authorized, severally:

- to sign all applications, petitions, papers documents etc., for and on behalf of the Company as required under the provisions of the Act, for the purpose of obtaining the approval of the Court or any other appropriate authority;
- to do all such acts, deeds and things as may be necessary or required for the aforesaid purpose;
- to settle any question or difficulty that may arise with regard to utilization / adjustment of Securities Premium Account and
- to carry out such modifications/directions as may be ordered by the Hon'ble High Court of Judicature at Bombay."

In pursuance of 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 'Orchid', 1st Floor, Centre 1, Cuffe Parade, Mumbai-400005 on Tuesday, the 20th December 2011 at 10.00 A.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 'Orchid', 1st Floor, Centre 1, Cuffe Parade, Mumbai-400005, not later than 48 hours before the meeting.

The Hon'ble High Court has appointed Mr. Y S Vasudevan failing him Mr N K Mohan, Directors of the Applicant Company as the Chairman of the said meeting.

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

Place: Mumbai  
Date: November 26, 2011

Sd/-

(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  
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REALTY DEVELOPERS PRIVATE LIMITED and Their Respective  
Shareholders & Creditors.

SHREE GLOBAL TRADEFIN LIMITED, a company incorporated )  
under the Companies Act, 1956 having its registered office at 35, )  
Ashok Chambers, Broach Street, Devji Ratansey Marg, Masjid )  
Bunder, Mumbai - 400 009, Maharashtra. )  
)  
) ... Applicant Company.

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

Pursuant to the Order dated 25<sup>th</sup> November, 2011 passed by the High Court of Judicature at Bombay in the Company Application referred to herein above, a meeting of the Equity Shareholders of Shree Global TradeFin Limited, the Applicant Company (hereinafter referred to as "the Transferee Company"), is being convened on Tuesday 20th December 2011 at 10.00 A.M for the purpose of considering and, if thought fit, approving, with or without modification, the proposed Scheme of Arrangement (hereinafter referred to as "the Scheme") of RAGINI TRADING & INVESTMENTS LIMITED, the First Transferor / First Demerged Company and PARISHRAM PROPERTIES PRIVATE LIMITED, Second Transferor / Second Demerged Company and SHREE GLOBAL TRADEFIN LIMITED, the Applicant / the Transferee / Third Demerged Company and PRAGYA REALTY DEVELOPERS PRIVATE LIMITED, the Resulting Company.

1. In this Statement, RAGINI TRADING & INVESTMENTS LIMITED, is hereinafter referred to as the First Transferor / First Demerged Company and PARISHRAM PROPERTIES PRIVATE LIMITED, hereinafter referred to as the Second Transferor / Second Demerged Company and SHREE GLOBAL TRADEFIN LIMITED, hereinafter referred to as the Applicant / the Transferee / Third Demerged Company and PRAGYA REALTY DEVELOPERS PRIVATE LIMITED, is hereinafter referred to as "Resulting Company." Expressions used in this Explanatory Statement, if defined in the Scheme, shall have the same meaning as those defined in the Scheme. In the event, under the provisions of Sections 391 to 394 of the Companies Act, 1956 applications and petitions for arrangement are required to be filed before the High Court.
2. The Boards of Directors of RAGINI TRADING & INVESTMENTS LIMITED, PARISHRAM PROPERTIES PRIVATE LIMITED, SHREE GLOBAL TRADEFIN LIMITED and PRAGYA REALTY DEVELOPERS PRIVATE LIMITED have approved the Scheme of Arrangement at their respective meetings, all held on 6<sup>th</sup> June, 2011 and the Directors of the Applicant Company recommend the same for the approval of the Equity Shareholders of the Applicant Company.
3. a) RAGINI TRADING & INVESTMENTS LIMITED was incorporated on 16<sup>th</sup> day of April, 1992 under the Companies Act, 1956 under the name and style of 'LLOYDS STOCKS & SHARES PRIVATE LIMITED' and it changed its name to 'LLOYDS STOCKS & SHARES LIMITED' on 24<sup>th</sup> day of April, 1992. Further name was again changed to 'RAGINI TRADING & INVESTMENTS LIMITED' on 5<sup>th</sup> day of September, 1994.  
b) The Registered Office of RAGINI TRADING & INVESTMENTS LIMITED is situated at Gala No. 99/5, Mazanine Floor, Rajgor Chambers, Surat Street, Mumbai - 400 009, Maharashtra.  
c) The Authorised Share Capital of the First Transferor Company is Rs. 10,000,000/- (Rupees One crore only) divided into 1,000,000 Equity Shares of Re.10/- each. The issued, subscribed and paid-up share capital is Rs. 7,000,000/- (Rupees Seventy lakhs only) divided into 700,000 Equity Shares of Re. 10/- each fully paid up.  
d) The objects of the First Transferor Company are set out in the Memorandum of Association. They are briefly as under:  
Main objects of the Company to be pursued by the Company:  
1. To carry on business of an investment and to invest in, acquire, hold, sell, buy, offer or otherwise deal in shares, debentures, bonds, certificates, units, obligations, bills or any other securities issued or guaranteed by any company, corporation, firm or person whether incorporated or established in India or elsewhere or any Indian or Foreign governments, states, municipal and other local public authorities, commissioners, boards and trusts.
4. a) PARISHRAM PROPERTIES PRIVATE LIMITED was incorporated on 26<sup>th</sup> day of June, 1982 under the Companies Act, 1956 under the name and style of 'PARISHRAM PROPERTIES PRIVATE LIMITED'.  
b) The Registered Office of PARISHRAM PROPERTIES PRIVATE LIMITED is situated at Gala No. 99/5/2, Mazzanine Floor, Rajgor Chambers, Surat Street, Mumbai - 400 009.  
c) The Authorised Share Capital of the Second Transferor Company is Rs. 6,000,000/- (Rupees Sixty Lakhs) divided into 60,000 Equity Shares of Re.100/- each. The issued, subscribed and paid-up share capital is Rs. 5,500,000/- (Rupees Fifty Five Lakhs only) divided into 55,000 Equity Shares of Re. 100/- each fully paid up.  
d) The objects of the Second Transferor Company are set out in the Memorandum of Association. They are briefly as under:  
Main objects of the Company to be pursued by the Company:  
1) To carry on the business of builders, contractors, ~~constructors of buildings, houses, apartments, structures or residential, office, industrial, institutional or commercial or developer of housing societies, maintenance of housing schemes, townships, holiday resorts, hotels, motels, and in particular preparing of building sites, reconstruction, erecting, altering, improving, enlarging, developing, decorating, furnishing and maintaining of structures, flats, houses, factories, shops, offices, garages, warehouses, buildings, works, workshops, hospitals, nursing homes~~

- clinics, godowns and other commercial, educational purposes and conveniences to purchase for development, investment or for resale lands, houses, buildings, structures and other properties of any tenure and any interest therein and purchase, sell and deal in free-hold and lease-hold land and to make advances upon the security of lands, houses, structures and other property or any interest therein and to purchase sell, lease, hire, exchange or otherwise deal in land and house property and other property whether real or personal and to turn the same into account as may seem expedient.
- 2) To carry on business as developers of land, building, immovable properties and real estates by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining offices, flats, houses, factories, ware-houses, shops, wharves, buildings, works and conveniences and by consolidating, connecting and sub-dividing immovable properties and by leasing and disposing off the same.
5. a) SHREE GLOBAL TRADEFIN LIMITED, was incorporated on 15<sup>th</sup> day of October, 1986 as 'BENSONS STEEL LIMITED' and it changed its name to 'SHREE GLOBAL TRADEFIN LIMITED' on 24<sup>th</sup> day of October, 1996.
- b) The Registered Office of SHREE GLOBAL TRADEFIN LIMITED is situated at 35, Ashok Chambers, Broach Street, Devji Ratansey Marg, Masjid Bunder, Mumbai - 400 009.
- c) The Authorised Share Capital of the Applicant Company is Rs. 7,500,000,000/- (Rupees Seven Hundred & Fifty Crore only) divided into 300,000,000 Equity Shares of Rs.5/- of the nominal value of Rs. 1,500,000,000/- and 60,000,000 Non Cumulative Redeemable Preference shares of Rs. 100/- each of the nominal value of Rs. 6,000,000,000/-. The issued, subscribed and paid-up share capital is Rs. 6,428,530,000/- (Rupees Six Hundred Forty Two Crore Eighty Five Lakhs and Thirty Thousand only) comprising of 205,810,000 Equity shares of Rs. 5/- each fully paid up & 53,994,800 Non Cumulative Redeemable Preference shares Preference shares of Rs. 100/- each fully paid up.
- d) The objects of the Applicant Company are set out in the Memorandum of Association. They are briefly as under:
- The main objects to be pursued by the Company on its incorporation:
1. To carry on business as manufacturers, processors rerollers, refiners, smelters, converters, producers, exporters, importers, traders, distributors, stockists, buyers, sellers, agents or merchants, in all kinds and forms of steel including mild, high carbon spring, high speed tool, alloy stainless and special steels, iron, metals and alloys, ingots, billets, bars, joints, rods, squares, structural tubes, poles, pipes sheets, castings, wires, rails rolling materials, other materials made wholly or partly of iron, steel, alloys and metals required in or used for industrial, agricultural, transport, commercial, domestic, building, power, transmission and/or construction purposes.
  - 2A. To manufacture, fabricate, produce, erect, assemble, install, build, re-build, overhaul, service, import, export, buy, sell and otherwise deal in every kinds of plant and machinery, vessels, tanks, filters, air drying plants, inter coolers, heat recovery system, power equipment, E.R.W. Steel Tubes (Electric Resistance welded Steel Tubes), Iron and Steel, Metal, (Ferrous and Non-Ferrous), Steel Alloys, Scrap Pipes, Wire drawing of any metal and carry on business of fabrication and forging of all types of ferrous and non ferrous metals.
  - 2B. To carry on the business as Investment company and to acquire and hold and otherwise deal in shares, stocks, debentures, debenture-stock bonds obligations and securities issued or guaranteed by any company and debentures, debenture-stock, bonds, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public today, or authority supreme, municipal, local or otherwise, landed property, whether in India or elsewhere and to undertake and carry on and execute financial operations.
- To carry on the business of a leasing and hire purchase finance company and to acquire to provide on lease or to provide on hire purchase basis all types of industrials and office plant, equipment, machinery, vehicles, buildings and real estate, required for manufacturing, processing, transportation and trading business and other commercial and service businesses.
6. a) PRAGYA REALTY DEVELOPERS PRIVATE LIMITED, was incorporated on 31<sup>st</sup> day of July, 2007 as 'PRAGYA REALTY DEVELOPERS PRIVATE LIMITED'.
- b) The Registered Office of PRAGYA REALTY DEVELOPERS PRIVATE LIMITED is situated at 208, Ashirwad, CHS, Ahmedabad Street, Carnac Bunder, Mumbai - 400009.
- c) The Authorised Share Capital of the Resulting Company is Rs. 100,000/- (Rupees One Lakh only) divided into 10,000 Equity Shares of Re.10/- each. The issued, subscribed and paid-up share capital is Rs. 100,000/- (Rupees One Lakh only) divided into 10,000 Equity Shares of Re. 10/- each fully paid up.
- d) The objects of the Resulting Company are set out in the Memorandum of Association. They are briefly as under:
- The main objects to be pursued by the Company on its incorporation:
1. To carry on the business of developers, builders, masonry and General Construction Contractors, Estate Agents, Erectors, Constructors of buildings, houses, apartments, structures, shelters, whether upon or otherwise, civil engineering and or residential, office, Industrial, Institutional or commercial or developer of co-operative housing societies, developers of townships, holiday resorts, hotels, motels and to equip the same or part thereof with all or any amenities or conveniences, drainage facility, electric, and to deal with the same in any manner whatsoever.
  2. To carry on the business of preparing of building sites, constructing, reconstructing, erecting, altering, Improving and maintaining of structures, flats, houses, factories, shops, offices, garages, warehouses, buildings, works, workshops, hospitals, nursing homes, clinics, godowns and other commercial educational purposes and conveniences to purchase for development, for resale lands, houses, buildings, structures and other properties of any tenure and any interest therein and purchase, sell and deal in free hold and lease hold and to make advances upon the security of lands, houses, structures and other property or any interest therein and to purchase, sell, lease hire, exchange or otherwise deal in land and house property and other property whether real or personal and to turn the same into account as may seem expedient by entering into contracts and arrangements of all kinds with builders, tenants and others.
7. The Arrangement of demerger of RAGINI TRADING & INVESTMENTS LIMITED, PARISHRAM PROPERTIES PRIVATE LIMITED & SHREE GLOBAL TRADEFIN LIMITED with PRAGYA REALTY DEVELOPERS PRIVATE LIMITED and demerger and vesting of balance businesses of RAGINI TRADING & INVESTMENTS LIMITED & PARISHRAM PROPERTIES PRIVATE LIMITED (comprising of remaining undertakings) into SHREE GLOBAL TRADEFIN LIMITED will be effected by the Scheme of Arrangement under Sections 391 and 394 of the Companies Act, 1956 (hereinafter referred to as "the said Act").
8. Fairness Report on the valuation done by the Lakhani & Co. (Valuer), dated 3rd June, 2011, as directed by Bombay Stock Exchange, the Designated Stock Exchange under the Clause 24 of the Listing Agreement, has been obtained from the Independent Merchant Banker, M/s. Birla Capital & Financial Services Limited, dated 6<sup>th</sup> June 2011.

**PART I DEFINITIONS AND SHARE CAPITAL:**

**(1) Definitions:**

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

- (a) **"Act"** means the Companies Act, 1956 or any statutory modification or re-enactment thereof for the time being in force ;
- (b) **"Appointed Date"** means the commencement of business as on 1st day of April, 2011;
- (c) **"Demerged Company No.1"** or **"Transferor Company No.1"** or **"RAGINI"** means RAGINI TRADING & INVESTMENTS LIMITED a Company incorporated under the Companies Act, 1956, having its Registered Office at the Gala No. 99/5, Mazanine Floor, Rajgor Chambers, Surat Street, Mumbai - 400 009.
- (d) **"Demerged Company No.2"** or **"Transferor Company No.2"** or **"PARISHRAM"** means PARISHRAM PROPERTIES PRIVATE LIMITED a Company incorporated under the Companies Act, 1956, having its Registered Office at the Gala No. 99/5/2, Mazanine Floor, Rajgor Chambers, Surat Street, Mumbai - 400 009.
- (e) **"Demerged Company No.3"** or **"Transferee Company"** or **"SGTL"** means SHREE GLOBAL TRADEFIN LIMITED a Company incorporated under the Companies Act, 1956, having its Registered Office at the 35, Ashok Chambers, Broach Street, Devji Ratansey Marg, Masjid Bunder, Mumbai - 400 009.
- (f) **"Demerged Companies"** means collectively, Ragini, Parishram, and SGTL and the term **"Demerged Company"** means any of the Demerged Companies, as the context may require;
- (g) **"Resulting Company"** or **"PRAGYA"** means PRAGYA REALTY DEVELOPERS PRIVATE LIMITED a Company incorporated under the Companies Act, 1956, having its Registered Office at 208, Ashirwad CHS, Ahmedabad Street, Carnac Bunder, Mumbai - 400009.
- (h) **"Demerged Undertakings"** means collectively, Ragini Undertaking, Parishram Undertaking and SGTL Undertaking and the term **"Demerged Undertaking"** means any of the Demerged Undertakings, as the context may require;
- (i) **"Effective Date"** means the last of the dates on which the conditions and matters referred to in clause 13 of this Scheme occur or are fulfilled or waived. References in this Scheme to the date of "coming into effect of this Scheme" shall mean the Effective Date;
- (j) **"Ragini Undertaking"** means including specifically the following, as on the Appointed Date:
  - (i) Identified assets, rights, claims, title, interest, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by Ragini and as described in Part A of Schedule I hereto;
  - (ii) Identified Debts (whether secured or unsecured), present and future liabilities (including contingent liabilities and the transferred liabilities) and other duties and obligations of every kind nature and description whatsoever, of Ragini, as described in Part B of Schedule I hereto;
  - (iii) trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, authorizations, licenses, permits, approvals, permissions, knowhow, authority, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programs, servers, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records in connection with or relating to the properties, assets, debts and liabilities as described in Part A and B of Schedule I hereto;
  - (iv) Any question that may arise as to whether a specified asset or liability pertains or does not pertain to the this Undertaking of Demerged Company No.1 or whether it arises out of the activities or operations of this Undertaking of Demerged Company No.1 shall be decided by mutual agreement between the Board of Directors of Demerged Company No.1 and the Resulting Company;
- (k) **"Parishram Undertaking"** means including specifically the following, as on the Appointed Date:
  - (i) Identified assets, rights, claims, title, interest, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by Parishram and as described in Part A of Schedule II hereto;
  - (ii) Identified Debts (whether secured or unsecured), present and future liabilities (including contingent liabilities and the transferred liabilities) and other duties and obligations of every kind nature and description whatsoever, of Parishram, as described in Part B of Schedule II hereto;
  - (iii) trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, authorizations, licenses, permits, approvals, permissions, knowhow, authority, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programs, servers, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and

other records in connection with or relating to the properties, assets, debts and liabilities as described in Part A and B of Schedule II hereto;

- (iv) Any question that may arise as to whether a specified asset or liability pertains or does not pertain to the this Undertaking of Demerged Company No.2 or whether it arises out of the activities or operations of this Undertaking of Demerged Company No.2 shall be decided by mutual agreement between the Board of Directors of Demerged Company No.2 and the Resulting Company;

(l) **"SGTL Undertaking"** means including specifically the following, as on the Appointed Date:

- (i) Identified assets, rights, claims, title, interest, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by SGTL and as described in Part A of Schedule III hereto;
- (ii) Identified Debts (whether secured or unsecured), Preference Share Capital present and future liabilities (including contingent liabilities and the transferred liabilities) and other duties and obligations of every kind nature and description whatsoever, of SGTL, as described in Part B of Schedule III hereto;
- (iii) trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, authorisations, licenses, permits, approvals, permissions, knowhow, authority, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programs, servers, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records in connection with or relating to the properties, assets, debts and liabilities as described in Part A and B of Schedule III hereto;
- (iv) Any question that may arise as to whether a specified asset or liability pertains or does not pertain to the this Undertaking of Demerged Company No.3 or whether it arises out of the activities or operations of this Undertaking of Demerged Company No.3 shall be decided by mutual agreement between the Board of Directors of Demerged Company No.3 and the Resulting Company;

(m) **"Preference Shareholders"** means all the shareholders of SGTL who hold preference shares issued by SGTL.

(n) **"Remaining Undertakings"** means and includes the remaining businesses, assets, liabilities, activities and operations of RAGINI & PARISHRAM other than those comprised in the Ragini Undertaking and Parishram Undertaking;

(o) **"Scheme"** or **"Scheme of Arrangement"** or **"Scheme of Merger and Demerger"** means this composite scheme of arrangement in its present form or with any modification(s) or amendment(s) approved or imposed or directed by High Court of Judicature at Mumbai and includes all schedules forming part of this Scheme.

(p) **"Transferor Companies"** means RAGINI and PARISHRAM owning the remaining undertakings.

(2) **Share Capital**

(a) The authorised, issued, subscribed and paid-up share capital of RAGINI as on March 31, 2011 is as under:

**AUTHORISED CAPITAL**

1,000,000 Equity Shares of Rs. 10/- each	Rs.10,000,000 =====
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**ISSUED AND SUBSCRIBED**

700,000 Equity Shares of Rs. 10/- each fully paid	Rs. 7,000,000 =====
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(b) The authorised, issued, subscribed and paid-up share capital of PARISHRAM as on March 31, 2011 is as under:

**AUTHORISED CAPITAL**

60,000 Equity Shares of Rs. 100/- each	Rs. 6,000,000 =====
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**ISSUED, SUBSCRIBED AND PAID UP CAPITAL:**

55,000 Equity Shares of Rs. 100/- each fully paid	Rs. 5,500,000 =====
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(c) The authorised, issued, subscribed and paid-up share capital of SGTL as on March 31, 2011 is as under

**AUTHORISED CAPITAL**

300,000,000 Equity Shares of Rs. 5/- each fully paid	Rs. 1,500,000,000 =====
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60,000,000 Redeemable Preference Shares  
Of Rs. 100/- each fully paid Rs. 6,000,000,000

ISSUED, SUBSCRIBED AND PAID UP CAPITAL:

205,810,000 Equity Shares of  
Rs. 5/- each fully paid Rs. 1,029,050,000  
=====

53,994,800 redeemable preference Shares  
Of Rs. 100/- each fully paid Rs. 5,399,480,000  
=====

(d) The authorised, issued, subscribed and paid-up share capital of PRAGYA as on March 31, 2011 is as under:

AUTHORISED CAPITAL

10,000 Equity Shares of  
Rs. 10/- each fully paid Rs. 100,000  
=====

ISSUED, SUBSCRIBED AND PAID UP CAPITAL:

10,000 Equity Shares of  
Rs. 10/- each fully paid Rs. 100,000  
=====

PRAGYA is wholly owned subsidiary of the Transferee Company, but shall cease to be so prior to the effective date.

**PART II TRANSFER AND VESTING OF DEMERGED UNDERTAKINGS:**

**(3) Transfer of Assets**

(a) With effect from the Appointed Date and subject to the provisions of this Scheme the Demerged Undertakings (including all the estates, assets, properties, rights, claims, titles, interests including accretions and appurtenances of the Demerged Undertakings and more particularly included in Part A of Schedules I, II and III of the Scheme) shall, pursuant to the provisions of sections 391 to 394 of the Act, without any further act, deed, matter or thing be and stand transferred to and vested in and shall be deemed to be transferred to and vested in the Resulting Company on a going concern basis, in the following manner :

the Demerged Undertakings (including all rights, claims, title, interest and authorities including accretions and appurtenances thereto such as dividends, or other benefits of the Demerged Undertakings) shall, without any further act, deed, matter or thing be demerged from the Demerged Companies and be and stand transferred to and vested in or shall be deemed to be transferred to and vested in the Resulting Company on a going concern basis such that all the properties, assets, rights, claims, title, interest, and authorities comprised in the Demerged Undertakings immediately before the Appointed Date shall become the properties, assets, rights, claims, title, interest and authorities of the Resulting Company by virtue of and in the manner provided in this Scheme;

(b) All assets or investments, licences, right, title or interest acquired by the Demerged Companies after the Appointed Date but prior to the Effective Date in relation to the Demerged Undertakings shall also, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Resulting Company upon the coming into effect of the Scheme pursuant to the provisions of Sections 391 to 394 of the Act, provided however that no onerous asset (other than those required in the normal course of business) shall have been acquired by the Demerged Companies in relation to any Demerged Undertaking on and after the Appointed Date without the prior written consent of the Resulting Company

(c) (i) The transfer and/or vesting of the Assets comprised in Demerged Undertakings (the said Assets) to and in Resulting Company as aforesaid shall be subject to existing charges/hypothecation/mortgage (if any, as may be subsisting on the Appointed Date) over or in respect of the said Assets or any part thereof,

Provided however that, the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances") or these, if any created by any of the Demerged Companies after the Appointed Date, in terms of this Scheme, over the assets comprised in any of the Demerged Undertakings or any part thereof transferred to the Resulting Company by virtue of this Scheme, shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they related or attached prior to the Effective Date and as are transferred to the Resulting Company, and such Encumbrances shall not relate or attach to any of the other assets of the Resulting Company or the assets forming part of any other Demerged Undertakings transferred to the Resulting Company.

Provided however that no Encumbrances, other than that required in the normal course of business, shall be created by the Demerged Companies in relation to any of the Demerged Undertakings after the Appointed Date without the prior written consent of the Resulting Company.

(ii) In so far as any Encumbrances, over the assets comprised in the Demerged Undertakings, are security for liabilities of the remaining undertaking being transferred to the Transferee Company, the same shall, on the Effective Date, without any further act, instrument or deed, be modified to the extent that all such assets shall stand released and discharged from the obligations and security relating to the same and the Encumbrances shall only extend to and continue to operate against the assets comprised in the Remaining Undertaking and the

assets of the Transferee Company and shall cease to operate against any of the assets transferred to the Resulting Company in terms of this Scheme. The consent to the Scheme by the creditors of the De-merged companies, Transferee Company and Resulting Company shall be deemed to operate as their consent also to the operation of the foregoing provision without any further acts or deeds.

**(4) Contracts, Deeds etc.**

- (a) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertakings to which the Demerged Companies may be eligible and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Resulting Company in which the Demerged Undertakings vests by way of the demerger pursuant to the Scheme and may be enforced as fully and effectually as if, instead of the Demerged Companies, the Resulting Company had been a party or beneficiary or obligee thereto or there under
- (b) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertakings occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is or are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Resulting Company shall in respect of the Demerged undertakings, be deemed to be authorized to execute any such writings on behalf of any of the Demerged Companies, as the case may be, and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Companies to be carried out or performed.
- (c) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, tenancy right, lease rights, licences, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of, the Demerged Companies in relation to each of the Demerged Undertakings, shall stand transferred to the Resulting Company in which the Demerged Undertakings shall vest by way of the demerger and transfer pursuant to the Scheme, as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the Resulting Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Resulting Company. If necessary, the Resulting Company shall make applications to and obtain relevant approvals from the concerned Authorities in this behalf.
- (d) It is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements, licences or other instruments of whatsoever nature in relation to any of the Demerged Undertakings which the Demerged Companies owns or to which the Demerged Companies are a party and which cannot be transferred to the Resulting Company for any reason whatsoever, such Demerged Company shall hold such asset or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company to which the Demerged Undertaking is being transferred in terms of this Scheme, in so far as it is permissible so to do, till such time as the transfer is effected.

**(5) Transfer of Liabilities**

- (a) With effect from the Appointed Date, debts, liabilities (including all the liabilities in respect of employees including provident fund, gratuity and superannuation), undertakings, duties and obligations pertaining to, the Demerged Undertakings of the Demerged Companies as on the Appointed Date and more particularly included in Part B of Schedules I, II and III of the Scheme shall also be and stand transferred or deemed to be transferred without further act, instrument or deed, to the Resulting Company to the extent that they are outstanding as on the Effective Date and it shall not be necessary to obtain the consent of any third party or other person who is a party to any such contract or arrangement by virtue of which such debts, liabilities, undertakings, duties and obligations have arisen, in order to give effect to the provisions of this clause.
- (b) It is further specifically clarified, admitted, assured and declared by the Resulting Company that on this Scheme becoming effective it will take over, absorb and pay and discharge all the liabilities including liabilities for sales tax, value added tax, excise, customs duty, service tax if any, of the Demerged Companies pertaining to relevant Demerged Undertakings.
- (c) With effect from the Appointed Date all debts, liabilities, dues, duties and obligations including all excise duty, customs duty, sales tax, value added tax, service tax and other Government and Semi-Government liabilities of the Demerged Companies and pertaining to relevant Demerged Undertakings, shall pursuant to the applicable provisions of the Act and without any further act or deed be also transferred or be deemed to be transferred to and vest in and be assumed by the Resulting Company so as to become as from the Appointed Date the debts, liabilities, duties and obligations of Resulting Company on the same terms and conditions as were applicable to the Demerged Companies.
- (d) Where any of the debts, liabilities, loans raised and used, and obligations incurred of the Demerged Company as on the Appointed Date and deemed to be transferred to the Resulting Company pursuant to the Scheme have been discharged by the Demerged Companies after the Appointed Date but prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company.
- (e) All loans raised and used and all liabilities and obligations incurred, by the Demerged Companies for the operations of any of the Demerged Undertakings after the Appointed Date and prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Resulting Company in which the

Demerged Undertakings shall vest in terms of this Scheme and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Resulting Company and shall become the debts, liabilities, duties and obligations of the Resulting Company from the Effective Date which shall meet discharge and satisfy the same. Provided however that, otherwise than that required in the normal course of the business, no debts, liabilities, loans raised and used, liabilities and obligations incurred, dues and obligations shall have been assumed by the Demerged Company in relation to any Demerged Undertakings after the Appointed Date without the prior written consent of the Resulting Company.

- (f) Upon the coming into effect of the Scheme, any inter-corporate loans or other obligations due between Demerged Companies (pertaining to each of the Demerged Undertakings) and the Resulting Company shall stand discharged and there shall be no liability in that behalf. The obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of the Demerged Companies, Transferee Company and the Resulting Company for the cancellation of any assets or liabilities, as the case may be. For the removal of doubts it is hereby clarified that there would be no accrual of interest or other charges in respect of any such inter-corporate loans, or balances from the Appointed Date.

**(6) Conduct of Business**

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

- (a) the Demerged Companies shall carry on and be deemed have carried to on businesses and activities relating to the respective Demerged Undertakings and shall be deemed to have held and stood in possession of and shall hold and stand possessed of all the said Assets of the respective Demerged Undertakings for and on account of, and in trust for, the Resulting Company. Demerged Companies hereby undertakes to hold the said Assets, of the respective Demerged Undertakings, with utmost prudence until the Effective Date; and
- (b) all the profits or incomes accruing or arising to the Demerged Companies and expenditure or losses arising or incurred by it (including taxes such as tax deducted at source, minimum alternate tax credit, taxes withheld/paid in foreign country, underlying tax credit, carry over credit, tax sparing, if any, thereon) pertaining to Demerged Undertakings, shall for all purposes be treated and be deemed to be treated as accruing or arising as the profits, incomes, losses or expenditure, as the case may be, of the Resulting Company; and
- (c) any of the rights, powers, authorities, privileges, attached, related or pertaining to the Demerged Undertakings exercised by the Demerged Companies shall be deemed to have been exercised by the Demerged Companies, for and on behalf of, and in trust for and as an agent of the Resulting Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Demerged Undertakings that have been undertaken or discharged by the Demerged Company shall be deemed to have been undertaken or discharged for and on behalf of and as an agent for the Resulting Company; and
- (d) the Demerged Companies, undertakes that they will preserve and carry on the business of the respective Demerged Undertakings with reasonable diligence and business prudence and shall not undertake financial commitments to sell, transfer, alienate, charge, mortgage, or encumber any of the Demerged Undertakings or any of the part thereof save and except in each case:
- (i) if the same is in its ordinary course of business as carried on by it as on the date of filing the Scheme with the High Court(s) ; or
  - (ii) if the same is expressly permitted by this Scheme ; or
  - (iii) if the prior written consent of the Board of Directors of the Resulting Company has been obtained.

All the properties, assets and liabilities pertaining to the Demerged Undertakings shall be transferred at the book values.

**(7) Employees**

- (a) Upon the coming into effect of this Scheme, all the employees engaged or in relation to the respective Demerged Undertakings of the Demerged Companies, as on the Effective Date shall become the employees of the Resulting Company on and with effect from the Effective Date without any break or interruption in their service and on the terms and conditions not less favourable than those subsisting with reference to the Demerged Companies as on the said date. The position, rank and designation of the employees would however be decided by the Board of Directors of the Resulting Company.
- (b) In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, liabilities, if any, for the employees of the Remaining Undertaking are concerned, the same shall continue and the Transferee Company shall continue to provide for to such in accordance with the provisions the relevant statutes for the benefit of the employees of the Remaining Undertaking

**PART III AMALGAMATION OF TRANSFEROR COMPANIES WITH THE TRANSFEE COMPANY:**

**(8) Amalgamation of Transferor Companies with Transferee Company**

- (a) With effect from the Appointed Date and after the transfer of the Demerged Undertakings as contemplated in Part II hereinbefore, the Transferor Companies (including the Remaining Undertakings) shall, pursuant to Sections 391 to 394 of the Companies Act, 1956 without any further act or deed, be and shall stand transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company.

- (b) With effect from the Appointed Date and subject to the provisions of this Scheme in relation to the mode of transfer and vesting, all the assets, properties, rights, interests of whatever nature and the entire remaining undertakings and all the properties, assets (movable or immovable, tangible or intangible), capital work-in-progress, current assets, investments, powers, authorities, allotments, approvals and consents, licenses, permits, quotas, subsidies and incentives, registrations, contracts, engagements, arrangements, rights, titles, interests, right to receive amount in future under pending litigation, benefits and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies in respect of Remaining Undertakings whether in or outside India, including but without being limited to all patents, trade marks, copyrights, trade names, intellectual property rights of whatever nature, and other commercial rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, easements, advantages, benefits, leases, licenses, tenancy rights, ownership rights, authorisations, right to use and avail of telephones, telexes, satellite connections, facsimile connections, email, internet, intranet, leased line connections and installations, utilities, electricity and electronic and other services, reserves, provisions, funds, benefits of all agreements, arrangements, all records, files, papers, computer programs, web sites, manuals, data, catalogues, sales and advertising materials, lists and other details of present and past customers and suppliers and all other records of or pertaining and arising to the Remaining Undertakings of the Transferor Companies (hereinafter collectively referred to as "the said Assets") shall be transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company without any further act or deed pursuant to the provisions of Section 394 and other relevant provisions of the Act so as to become as and from the Appointed date, the estate, right, title and interest of the Transferee Company.
- (c) The transfer and/or vesting of the said Assets as stated in aforesaid clause 8(b) as aforesaid shall be subject to existing charges/hypothecation/mortgage (if any, as may be subsisting) over or in respect of the said Assets or any part thereof, Provided however that, any reference in any security documents or arrangements to which the Transferor Companies are a party, to such Assets of the Transferor Companies and pertaining to the Remaining Undertakings offered or agreed to be offered as Security for any financial assistance, or obligations, shall be construed as reference only to such assets pertaining to the Remaining Undertakings or assets of the Transferor Companies in respect of which the security interest is created as are vested in the Transferee Company by virtue of the aforesaid Clause 8(b) with the intent that such security, mortgage and charges shall not extend or deemed to extend to any other assets of the Remaining Undertakings of the Transferor Companies or to any of the other assets, units or divisions of the Transferee Company, unless specifically agreed to and subject to the consents and approvals of the existing creditors of the Transferee Company.
- (d) Notwithstanding what is provided in Clause 8(b) above, it is expressly provided that in respect of such of the said Assets as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Companies, on a date to be mutually decided by the respective Board of Directors of the Transferor Companies and the Transferee Company, and thereafter shall become the property of the Transferee Company.
- (e) The Transferee Company may at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute Deeds of Confirmation, in favour of the Creditors of the Remaining Undertakings of the Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.
- (f) The Transferee Companies may, at any time after the coming into effect of this Scheme, are authorised to execute any and all further documents, instruments or writings or do such further acts, deeds and things as may be necessary, by law or otherwise, to effectuate the vesting of the assets and liabilities of the Remaining Undertakings of the Transferor Companies in the Transferee Company.
- (g) All legal or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Companies under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Undertakings (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Undertakings) shall be continued and enforced by or against the Transferee Company after the Effective Date. The Resulting Company shall not in any event be responsible or liable in relation to any such legal, taxation or other proceeding against the Transferor Companies, which relate to the Remaining Undertakings. If proceedings are taken against the Resulting Company in respect of the matters referred to in this sub-clause, it shall defend the same in accordance with the advice of the Transferee Company and at the cost of the Transferee Company, and the latter shall reimburse and indemnify the Resulting Company against all liabilities and obligations incurred by the Resulting Company in respect thereof.
- (h) With effect from the Appointed Date, all debts, liabilities (including all the liabilities in respect of employees including provident fund, gratuity and superannuation), undertakings, duties and obligations of the Remaining Undertakings of the Transferor Companies (hereinafter referred to as "the said Liabilities") shall also be and stand transferred or deemed to be transferred without further act, instrument or deed, to the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any such contract or arrangement by virtue of which such debts, liabilities, undertakings, duties and obligations have arisen, in order to give effect to the provisions of this clause.
- (i) Any loans or other obligations due between or amongst the Transferor Companies which pertains to the Remaining Undertakings and the Transferee Company shall stand discharged and there shall be no liability in that behalf.
- (j) With effect from the Appointed Date and up to and including the Effective Date :

- (i) the Transferor Companies shall continue to carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Undertakings for and on own behalf of the Transferee Company;
- (ii) all profits accruing to the Transferor Companies or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Undertakings shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferee Company ; and
- (iii) All assets and properties acquired by the Transferor Companies in relation to the Remaining Undertakings on and after the Appointed Date shall belong to and continue to remain vested in the Transferee Company.

**(9) Employees**

- (a) Upon the coming into effect of this Scheme, all the employees engaged or in relation to the respective Remaining Undertakings of the Transferor Companies, as on the Effective Date shall become the employees of the Transferee Company on and with effect from the Effective Date without any break or interruption in their service and on the terms and conditions not less favourable than those subsisting with reference to the Transferor Companies as on the said date. The position, rank and designation of the employees would however be decided by the Board of Directors of the Transferee Company.
- (b) In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, liabilities, if any, for the employees of the Transferor Companies pertaining to the Remaining Undertakings are concerned, the same shall continue and the Transferee Company shall continue to provide for to such in accordance with the provisions the relevant statutes for the benefit of the employees of the Transferor Companies pertaining to the Remaining Undertakings

**PART IV CONSIDERATION:**

**(10)**

- (a) Upon the Scheme becoming finally effective, in consideration of the Preference shares held by the Preference shareholders of the Transferee Company, the Resulting Company, shall without any further application or deed, issue and allot: -

20 (Twenty) Equity Shares of Rs.10/- (Rupees Ten only) each credited as fully paid up in the capital of the Resulting Company for every 53 (Fifty Three) Preference Shares held by the Preference Shareholders in the Transferee Company.

Consequent to the issue of its equity shares to the preference shareholders of Transferee Company, the Resulting Company shall cease to be subsidiary of the Transferee Company.

The issue and allotment of New Equity Shares to the Preference Shareholders of the Demerged Company No.3 as provided in this Scheme, shall be made in compliance with the procedure laid down under section 81 (1A) and any other provisions of the Act.

- (b) Upon the Scheme becoming finally effective, in consideration of the transfer of and vesting of each of the Demerged Undertakings of the Demerged Companies, in the Resulting Company pursuant to Part II of this Scheme and since the net liabilities are being transferred, the Transferee Company / Demerged Company No3 shall without any further application or deed, issue and allot: -

30,91,093 (Thirty lakhs ninety one thousand ninety three only) Equity Shares of Rs.5/- (Rupees Five only) each credited as fully paid up in the capital of the Transferee Company / Demerged Company No3 to the Resulting Company at a premium of Rs.238/- per share aggregating to Rs. 75,11,35,502/- (Rupees seventy five crores eleven lakhs thirty five thousand five hundred two only.)

The New Equity Shares alongwith the existing listed share capital of the Transferee Company, subject to the execution of the listing agreement and payment of the appropriate fees, will be listed and / or admitted to trading on the Bombay Stock Exchange Limited. The Transferee Company shall enter into such arrangements and give such confirmations and / or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said Stock Exchange. On such formalities being fulfilled the said Stock Exchange shall list and admit such equity shares for the purpose of trading.

The issue and allotment of New Equity Shares to the members of the Resulting Company as provided in this Scheme, shall be made in compliance with the procedure laid down under section 81 (1A) and any other provisions of the Act.

In case of the amalgamation of the Transferor Companies (comprising of Remaining Undertakings), there is a transfer of net liabilities into the Transferee Company and hence no consideration is payable by the Transferee Company.

**PART V ACCOUNTING TREATMENT :**

**(11) (a) In the books of the Transferor Companies:**

- (i) All the identified assets, properties and liabilities of each the Demerged Undertakings shall be transferred to the Resulting Company and the remaining assets and liabilities to the Transferee Company at the values appearing in the books of the Demerged Companies and Transferor Company (at historical cost less depreciation), on the close of business on March 31, 2011;

**(b) In the books of the Resulting Company:**

- (i) Upon coming into effect this Scheme and upon the arrangement becoming operative, the Resulting Company shall record the assets and liabilities comprised in the Demerged Undertakings transferred to and vested in it pursuant to this Scheme, at the book values as on the close of business on March 31, 2011;
- (ii) The consideration received as Equity shares of the Transferee Company, for transfer of net liabilities shall be treated Investments in the books of account of Resulting Company;
- (iii) Goodwill, if any, arising pursuant to the Scheme, will be written off / set off against share Premium.
- (iv) The application and reduction of the share premium account, as per Clause 10(b)(iii) above, shall be effected as an integral part of the Scheme itself as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid up share capital and the order of the Court sanctioning the Scheme shall be deemed to be an Order under Section 102 of the Act confirming the reduction

**(c) In the books of the Transferee Company:**

- (i) All the identified assets, properties and liabilities of the SGTL Undertaking shall be transferred to the Resulting Company at the values appearing in the books of the Transferee Company (at historical cost less depreciation), on the close of business on March 31, 2011
- (ii) Upon coming into effect of this Scheme and upon the arrangement becoming operative, the Transferee Company shall record the assets and liabilities comprised in Remaining Undertakings of the Transferor Companies transferred to and vested in it pursuant to this Scheme, at the fair values on the close of business on March 31, 2011;
- (iii) The consideration paid in the form of issue of its equity shares, to the Resulting Company for transfer of net liabilities shall be credited to Share Capital to the extent of face value of shares issued and the premium on issue of shares shall be credited the Share Premium Account in the books of account;
- (iv) Goodwill, if any, arising pursuant to the Scheme, will be written off / set off against Share Premium on issue of shares as stated in clause 10 (c) (iii), above as on the Appointed Date.
- (v) The application and reduction of the share premium account, as per Clause 10(c)(iv) above, shall be effected as an integral part of the Scheme itself as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid up share capital and the order of the Court sanctioning the Scheme shall be deemed to be an Order under Section 102 of the Act confirming the reduction

**PART VI GENERAL:**

**(12)** On the Scheme becoming effective the Transferor Companies shall be dissolved without winding up under section 394 of the Act.

**(13) Scheme Conditional Upon**

**(a)** This Scheme is specifically conditional upon, subject to and shall become effective upon:

- (i) the approval of and agreement to the Scheme by the requisite majorities of such classes of persons of the Demerged Companies, Transferee Company and of the Resulting Company as may be directed by the High Court of judicature at Bombay on the applications made for directions under Section 391 of the Act for calling meetings and necessary resolutions being passed under the Act for the purpose; and
- (ii). the requisite sanction or approval including but not limited to in-principle approvals, sanctions of any Governmental Authority, as may be required by law in respect of this Scheme being obtained; and
- (iii) the certified copies of the Orders of the High Court sanctioning this Scheme being filed with the Registrar of Company, Mumbai Maharashtra

**(a)** In the event of any of the said sanctions and approvals referred to in the aforesaid sub-clause not being obtained and/or the Scheme not being sanctioned by the High Court and/or the Order or orders not being passed as aforesaid before September 30, 2012 or within such further period or periods as may be agreed upon between by the respective Board of Directors of each of the Demerged Companies and the Resulting Companies, the Scheme of Arrangement shall 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 right, liability or obligation which has 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 and in such event each party shall bear their respective costs, charges and expenses in connection with the Scheme of Arrangement

**(14) Dividends**

- (a) At any time and from time to time after the Appointed Date, the Demerged Companies, Transferor Companies, Transferee Company and the Resulting Company shall be entitled to declare and pay dividends whether interim and/or final to their respective Shareholders for any Financial Year or any period prior to Appointed Date.
- (b) Subject to the provisions of Section 205 and other applicable provisions of the Act, the Demerged Companies shall declare and pay Dividends only out of the disposable profits earned by the Demerged Companies and pertaining to the Remaining Undertakings during any period commencing on and from the Appointed Date.
- (c) It is clarified, however, that the aforesaid provisions in respect of declaration of dividend are enabling provisions only and shall not be deemed to confer any right on any Member of the Demerged Companies or the Transferee Company or the Resulting Company to demand or claim any dividend which subject to the provisions of the Act, shall be entirely in the discretion of the Board of Directors and the approval of the shareholders of the respective Companies.

**(15) MODIFICATION OF MEMORANDUM AND ARTICLES OF ASSOCIATION**

- (a) Upon sanction of this scheme, the authorized share capital of the Transferee Company shall be and stand modified, amended and reclassified pursuant to Sections 16,94 and all other applicable provisions, if any, of the Companies Act, 1956 (including any amendment or re-enactment thereof for the time being in force) as the case may be to Rs. Rs. 7500,000,000 ( Rupees Seven Thousand Five Hundred Million only ) divided into 1500,000,000 (One Thousand Five Hundred Million) Equity shares of Rs.5/- each and consequently Clause V of the Memorandum of Association and Clause 3 of the Articles of Association of the company be modified as under :

**Memorandum Of Association Clause V :**

V. The Authorised Share Capital of the company is Rs.750,00,00,000 ( Rupees Seven Hundred Fifty Crores Only ) divided into 150,00,00,000 (One Hundred Fifty Crores) Equity shares of Rs.5/- each of the nominal value of Rs. 750,00,00,000 ( Rupees Seven Hundred and Fifty Crores only) with differential rights (differential rights as to dividend, voting or otherwise ) with the power to the Board to decide on the extent of variation in such rights and to classify and re-classify such Shares into any class of Shares with the rights, privileges and conditions attached thereto as are provided by the regulations of the Company for the time being, with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and attach thereto respectively such preferential, deferred, qualified, convertible or special rights, privileges or conditions as may be determined by or in accordance with the regulation of the Company and to vary, modify or abrogate any such right, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company and to consolidate or sub-divide these Shares and to issue Shares of higher or lower denominations."

**Articles of Association of the company Clause 3:**

3. The Authorised Share Capital of the company is Rs.750,00,00,000 ( Rupees Seven Hundred Fifty Crores Only ) divided into 150,00,00,000 (One Hundred Fifty Crores ) Equity shares of Rs.5/- each of the nominal value of Rs. 750,00,00,000 ( Rupees Seven Hundred and Fifty Crores only).

- (b) It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act.
- (c) Upon sanction of this scheme, the authorized share capital of the Resulting Company shall be and stand modified, amended and reclassified pursuant to Sections 16,94 and all other applicable provisions, if any, of the Companies Act, 1956 (including any amendment or re-enactment thereof for the time being in force) as the case may be to Rs. 210,000,000 (Rupees Two Hundred and Ten Million) divided into 21,000,000 (Twenty Million) Equity shares of Rs.10/- each and consequently Clause V of the Memorandum of Association and Clause 4 of the Articles of Association of the company be modified as under :

**Memorandum Of Association Clause V :**

V. The Authorised Share Capital of the company is Rs. 210,000,000 (Rupees Two Hundred Ten Million) divided into 21,000,000 (Twenty One Million) Equity shares of Rs.10/- each of the nominal value of Rs.210,000,000 (Rupees Two Hundred Ten Million) with differential rights (differential rights as to dividend, voting or otherwise ) with the power to the Board to decide on the extent of variation in such rights and to classify and re-classify such Shares into any class of Shares with the rights, privileges and conditions attached thereto as are provided by the regulations of the Company for the time being, with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and attach thereto respectively such preferential, deferred, qualified, convertible or special rights, privileges or conditions as may be determined by or in accordance with the regulation of the Company and to vary, modify or abrogate any such right, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company and to consolidate or sub-divide these Shares and to issue Shares of higher or lower denominations."

**Articles of Association of the company Clause 4:**

- 3. The Authorised Share Capital of the company is Rs. 210,000,000 (Rupees Two Hundred Ten Million only) divided into 21,000,000 (Twenty One Million) Equity shares of Rs.10/- each of the nominal value of Rs. 21,800,000 (Twenty One Million Eight Hundred Thousand only)."

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

**(16) Filing of Applications and Petitions**

The Demerged Companies, the Transferor Companies, the Transferee Company and the Resulting Company shall with all reasonable dispatch, make and file all necessary applications/petitions under Sections 391 to 394 and other applicable provisions of the Act to the High Court of judicature at Bombay for sanctioning of this Scheme and each of them shall apply for all the necessary approvals as may be required under the law.

**(17) Modification of Scheme**

The Demerged Companies, the Transferor Companies, the Transferee Company and the Resulting Company by their Board of Directors, either by themselves or through a committee appointed by them in this behalf, may, in their full and absolute discretion, make and / or assent, from time to time, to any modifications or amendments or substitution to/of this Scheme or of any conditions or limitations which the Court may impose and to settle all doubts or difficulties that may arise for carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary for putting the Scheme into effect

**(18) Authority to determine Demerged Undertakings**

Any issue as to whether any asset or liability pertains to the respective Demerged Undertakings or not shall be decided by Board of Directors of the Transferee Company and the Resulting Company, either by themselves or through a committee appointed by them in this behalf, on the basis of information and documents that they may deem relevant for the purpose (including the books and records of the Demerged Company)

**(19) Costs, Charges etc.**

All costs, charges and expenses incurred (including stamp duty) in relation to or in connection with this Scheme and of and incidental to the effecting of the Demerger and Transfer of the respective undertakings of Demerged Companies and the amalgamation, in pursuance of this Scheme shall, except as expressly otherwise agreed, be borne and paid by the Transferee Company.

**SCHEDULE I**

**RAGINI UNDERTAKING (AS AT MARCH 31, 2011)**

**Part 'A'**

**Assets**

Sr. No.	Particulars	Rs.
(I)	Investments	568,573,169
(II)	Current Assets, Loans & Advances	1,656,580,510
	<b>Total</b>	<b>2,225,153,679</b>

Fixed Assets pertaining to Ragini Undertaking : Nil  
Part 'B'

**Liabilities:**

Sr. No.	Particulars	Rs.
(I)	Current Liabilities & Provision	867,431,694

Book value of assets over liabilities aggregates (under Part A & Part B above) to Rs 1,357,721,985/-.

**SCHEDULE II**

**PARISHRAM UNDERTAKING (AS AT MARCH 31, 2011)**

**Part 'A'**

**Assets**

Sr. No.	Particulars	Rs.
(I)	Investments	9,164,341

Fixed Assets, Current Assets, Loans & Advances pertaining to Parishram Undertaking : Nil  
Part 'B'

**Liabilities:**

Sr. No.	Particulars	Rs.
(I)	Current Liabilities & Provision	157,500

Book value of assets over liabilities aggregates (under Part A & Part B above) to Rs. 9,006,841/-.

**SCHEDULE III**

**SGTLUNDERTAKING (AS AT MARCH 31, 2011)**

**Part 'A'**

**Assets**

Sr. No.	Particulars	Rs.
(I)	Investments	2,156,709,048
(II)	Current Assets, Loans & Advances	1,602,186,024
	<b>Total</b>	<b>3,758,895,072</b>

Fixed Assets pertaining to SGTLUndertaking : Nil

**Part 'B'**

**Liabilities:**

Sr. No.	Particulars	Rs.
(I)	Preference Share Capital	5,399,480,000
(I)	Current Liabilities & Provision	1,094,636,361
	<b>Total</b>	<b>6,494,116,361</b>

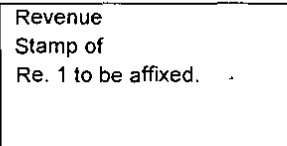
Book value of liabilities over assets aggregates (under Part A & Part B above) to Rs 2,735,221,289/-.

FORM OF PROXY

I/We, the undersigned, being a Equity Shareholder(s) of SHREE GLOBAL TRADEFIN LIMITED, the Applicant / the Transferee / Third Demerged 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 Shareholders of the Transferee Company to be held at 'Orchid', 1st Floor, Centre 1, Cuffe Parade, Mumbai-400005 on Tuesday 20th December, 2011 at 10.00 a.m., for the purpose of considering and if thought fit, approving with or without modification, the arrangement embodied in the Scheme of Arrangement of RAGINI TRADING & INVESTMENTS LIMITED, the First Transferor / First Demerged Company and PARISHRAM PROPERTIES PRIVATE LIMITED, Second Transferor / Second Demerged Company and SHREE GLOBAL TRADEFIN LIMITED, the Applicant / the Transferee / Third Demerged Company and PRAGYA REALTY DEVELOPERS PRIVATE LIMITED, the Resulting Company". and at such meeting any adjournment / adjournments thereof to vote, for me / us and in my / our name \_\_\_\_\_ \*( here, if 'for', insert "for", if 'against', insert "against", and in the latter case, strike out the words 'with or without modification(s)' below after 'Scheme of Arrangement') the said Scheme of Arrangement either with or without modification(s) as my proxy may approve.

\*(Strike out whichever is not applicable)

Dated this  
Name :  
Address :



(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.

**SHREE GLOBAL TRADEFIN LIMITED**

Registered Office: 35, Ashok Chambers, Broach Street, Devji Ratansey Marg, Masjid Bunder, Mumbai – 400 009, Maharashtra.

**ATTENDANCE SLIP**

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

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

**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 Transferee Company, convened pursuant to the Order dated \_\_\_th \_\_\_\_\_, 2011 of the Bombay High Court at 'Orchid', 1st Floor, Centre 1, Cuffe Parade, Mumbai-400005, on Tuesday 20th day of December, 2011 at 10.00 a.m.

Name of the Member/Proxy:

Signature of the Member/Proxy

**Notes:**

1. Equity Shareholders/proxies are requested to bring this slip with them. Duplicate slips will not be issued at the entrance of the venue of the meeting.
2. Equity 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.
3. 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.
4. Equity Shareholders/Proxies are requested to bring with them a copy of the Scheme of Arrangement while attending the meeting.