

Company Application No. 112 of 2016

IN THE HIGH COURT AT CALCUTTA

ORIGINAL JURISDICTION

In the matter of:

The Companies Act, 1956;

A N D

In the matter of:

An application Under Section 391(1)
of the said Act;

A N D

In the matter of:

**M/s. GUJARAT NRE COKE
LIMITED**, a Company incorporated
under the Companies Act, 1956 and
having its Registered Office at 22,
Camac Street, , Block "C", 5th Floor,
Kolkata-700 016, within the
aforesaid jurisdiction.

... ... APPLICANT

NOTICE CONVENING MEETINGS OF CREDITORS

To The Creditors,
Of M/s. Gujrat NRE Coke Limited.

Take NOTICE that the Hon'ble High Court at Calcutta vide its
order dated 17th February, 2016 has directed that a meeting of the
Creditors of the above named Applicant Company be convened and held
at "Kalakunj" 48, Shakespeare Sarani, Ground Floor, Kolkata - 700017
on the 18th day of April, 2016 at 2 pm. for the purpose of considering and

if thought fit, approving with or without modification, a proposed Scheme of Compromise and Arrangement between the Applicant Company and their creditors.

Take further notice that in pursuance of the said order and as directed therein, a meeting of the Creditors of the Applicant Company viz. M/s Gujarat NRE Coke Limited (Applicant Company) will be held at "Kala Kunj", 48, Shakespeare Sarani, ^{Ground Floor} Kolkata-700 017 at 2 p.m. on 18th April 2016 when you are requested to attend.

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

The Court has appointed Ms. Bandana Basu, Advocate Bar Association, Room No. 3, and failing him Mr. Bhakti Prasad Das, Advocate as Chairperson of the meeting of creditors of said Applicant Company.

A copy each of the scheme of Compromise and Arrangement, the statement under section 393 and a form of proxy is enclosed.

Dated this 2nd day of ^{March} ~~February~~, 2016

Drawn by

Mr. Moti Sagar Tiwari,
Advocate of the applicant
1B, Old Post Office Street,
Calcutta - 700 001.

Chairman appointed for
the meeting

Bhakti Prasad Das

Settled by: K. Kaushik 02/03/16
(KAUSHIK ADHIKARY)
Assistant Registrar Company,
High Court, O. S. Calcutta.

(Bandana Basu)

SCHEME OF COMPROMISE AND ARRANGEMENT**BETWEEN****GUJARAT NRE COKE LIMITED****AND****ITS CREDITORS****PREAMBLE :**

[A] Purpose of the Scheme: The Scheme of arrangement with the Creditors is presented under Section 391-394 of the Companies Act, 1956 for entering into a compromise with Creditors.

[B] The Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

RATIONALE FOR THE SCHEME :

Gujarat NRE Coke Limited ["GNCL" or "the Company"], is the largest independent merchant producer of metallurgical coke in India with an installed capacity of 1.5 MTPA. The Company was originally incorporated on 29 January 1986, as a private limited company in the name of M/s. Madhusudan Traders Pvt. Ltd under the Companies Act, 1956. During its earlier years of operation, it was engaged in the business of trading and investment in shares and securities. The name of the Company was subsequently changed to Gujarat NRE Coke Pvt. Ltd. on 10 June 1993 and then converted into a public limited company with the name Gujarat NRE Coke Limited with a fresh certificate of incorporation, dated 5 July 1993. The primary activity of the Company thereafter changed to manufacturing of metallurgical coke.



The company has two metallurgical coke plants in Khambhalla and Bhachau in Gujarat and the third plant in Dharwad in Karnataka. The company has also forayed into steel making and power generation through the renewable energy route. The company has a mini steel mill in Gujarat to recycle steel scraps to manufacture TMT Bars.

The company had a strong track of profit making and payment of dividend. However, the company faced the challenges posed by the world economic crisis leading to loss of export business, an uncertain foreign exchange market and price volatility of some of the major inputs. Iron and Steel industry was facing major crisis due to problem in mining of Iron ore coupled with overall slowdown of Indian as well world economy. As there was no major investment in infrastructure sector, demand of steel was not peaking up resulting in fewer buyers of metallurgical coke. This led to severe liquidity crunch and subdued profitability in 2013 and the company approached CDR forum to restructure its debt. The CDR Empowered group had considered and approved the restructure proposal of the Company in March, 2014.

Further, in order to improve the net worth position, the promoters of the company proposed to merge two group companies namely NRE Metcoke Ltd. and Bajrang Bali Coke Industries Ltd. with GNCL which has been duly sanctioned by the Hon'ble High Court at Calcutta. The proposed merger is expected to have positive impact on the Balance sheet of GNCL in terms of asset base, and will reduce the operational and regulatory hassles. Despite this exposure to large unsustainable debt is making it difficult for proper revival of the company.



However, it is envisaged that if the arrangement as defined in the present scheme is entered into between the Creditors (as defined in the present scheme) of the company and the company with regard to the outstanding position of the said Creditors as at the cut off date is considered by the said Creditors, a profitable survival of the company will be ensured and the same shall lead to revival in regeneration of income and reduce the financial liquidity crunch.

PARTS OF THE SCHEME:

The Scheme is divided into the following parts:

PART I deals with the Definitions and Share Capital

PART II deals with General Terms and Conditions

Part III deals with the Other Terms and Conditions.

PART I : DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS :

In this Scheme of Arrangement [as defined hereunder] unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1 "The Company" means Gujarat NRE Coke Limited, an existing company within the meaning of the Companies Act, 1956, having its registered office at 22, Camac Street, Block C, 5th floor, Kolkata 700016.
- 1.2 "Act" means the Companies Act, 1956 or any statutory modification or re-enactment thereof for the time being in force.
- 1.3 "Appointed Date" means December 31, 2015.
- 1.4 "Board" means the Board of Directors of the Company or any Committee thereof



1.5 "Claims" means dues of the Creditors as on September 30, 2015 after giving due credit for payments made by the Company to the Creditors and/or all and/or each one of them up to the Effective Date.

1.6 "Court" or "High Court" means the High Court at Calcutta and shall include the National Company Law Tribunal, if applicable.

1.7 "Creditors" means

All unsecured loans, FCCB holders, amounts considered payable under contingent and/or disputed liabilities and creditors of the Company (excluding those relating to day to day operations of the company) as on the appointed date aggregating to Rs 248,88,00,403/- (Rupees Two hundred forty eight crores Eighty Eight lacs four hundred three only) .

1.8 "Effective Date" means the date on which the certified copy of the order of the Hon'ble High Court at Calcutta sanctioning this Scheme is filed with the Registrar of Companies, West Bengal.

1.9 "FCCB holders" means the holder of Foreign Currency Convertible Bonds who as on the Appointed Date holds 200, 5.5% unsecured FCCBs of US\$ 100,000 each aggregating to US\$ 20 million maturing on October 2017. These bonds are convertible into equity shares of the company at the option of the bondholders.

1.10 "Scheme" means this Scheme of Compromise in its present form or with any modification(s) as may be approved by the Creditors and approved or imposed or directed by the Hon'ble High Court at Calcutta.



1.11 "Waiver" means the waiver of the right of the creditors of claims of any nature whatsoever including interest, liquidated damages etc of the company.

2. Share Capital :

The capital structure of the Company as on the date of the Scheme is as follows:-

"The Company has an authorised share capital of Rs 2500 crores divided into 210 crores of ordinary equity shares of Rs10/- each amounting to Rs 2100 crores; 10 crores "A" equity shares of Rs 10/- each amounting to Rs 100 crores; and 30 crores "B" equity shares of Rs.10/- each amounting to Rs 300 crores; and aggregating to total of Rs 2500 crores.

The issued, subscribed and paid up capital of the Company is divided into 96,50,39,109 ordinary equity shares of Rs10/- each fully paid amounting to Rs 965.03 crores and 5,24,88,010 "B" equity shares of Rs 10/- each fully paid amounting to Rs 52.49 crores, and aggregating to total of Rs 1017.52 crores."

PART II General Terms and Conditions

The Terms and Conditions enumerated herein below are applicable to all the Creditors.

3. The claims of all persons, concerns and/or bodies corporate who do not come within the definition of "Creditors" referred to above will stand outside the purview of the Scheme.
4. Upon this Scheme coming into effect the Creditors shall be paid off their dues by the Company in the manner as indicated in the repayment schedule, being Schedule "A" hereto. The amount being distributed on a pro-rate basis to the creditors as listed in Schedule A as on the appointed date.



5. The amount of FCCB converted by the FCCB holders during the currency of the scheme would be treated as payment made pursuant to the scheme on FIFO basis.
6. In calculating the claims of the Creditors and/or payments to be made by the Company to the Creditors under the Scheme aggregating to Rs 248,88,00,403/- (Rupees Two hundred forty eight crores Eighty Eight lacs four hundred three only) shall be treated as final and conclusive as regards dues of the Creditors as on the appointed date as appearing in the books and records of the Company.
7. The Creditors covered by the Scheme shall not be entitled to any payment save and except in accordance with the Scheme. However, all payments received by the Creditors and / or conversion already made subsequent to the Appointed Date but prior to the expiry of the Effective Date shall be treated as payments made under the Scheme and shall be adjusted accordingly on First-in-First-out (FIFO) basis.
8. Upon the Scheme becoming effective, the dues of the creditors covered under the Scheme shall become payable in the manner specified in the Scheme and all existing litigations and legal cases initiated by such creditors in relation to such dues and claims against the Company, the guarantors and others related to the Company, shall stand withdrawn without further act or deed.

PART III

OTHER TERMS AND CONDITIONS:

9. The Company shall make all necessary applications/ petitions/ to the Hon'ble High Court at Calcutta under Section 391 of the Companies Act, 1956 and other applicable sections of the Act, for sanctioning the Scheme.



10. The Scheme, though effective from the Appointed Date, shall become operative only on and from the Effective Date.
11. The Scheme shall become valid, operative and binding on and from the date on which the order of the Hon'ble High Court at Calcutta sanctioning the Scheme between the Creditors and the Company is filed with the office of the Registrar of Companies, West Bengal.
12. This Scheme shall supersede all previous understandings and agreements between the parties and shall constitute final agreement between them. However, notwithstanding the above, anything in the Scheme which is or as may be contrary to or in violation of laws applicable to this Scheme sanctioned by the High Court under the provisions of sections 391-394 and other applicable sections of the Companies Act, 1956 and the rules and regulations made thereunder or any other law for the time being in force, shall not prevail and shall not be binding upon the Company, its promoter and guarantors or the Directors of the Company.
13. The Board of Directors of the Company, may assent from time to time to any modifications or amendments or additions to this Scheme, or which the Hon'ble High Court at Calcutta and/or any other authority may deem fit to approve of or impose and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect.
14. The Company shall be at liberty to withdraw from this Scheme of Arrangement in case any condition or alteration imposed by any competent authority is unacceptable to them.



15. All costs, charges and expenses incurred in carrying out, and implementing this

Scheme shall be borne by the Company.

A handwritten signature in black ink, appearing to be 'M. L. A. S.', is written over the text 'Scheme shall be borne by the Company.'

Schedule A

Repayment Schedule

Financial Year	Quarter	Quarterly Repayment (Rs)	% of debt payable under the scheme
2018-19	30.6.18	24,888,004	1
	30.9.18	24,888,004	1
	31.12.18	24,888,004	1
	31.3.19	24,888,004	1
2019-20	30.6.19	24,888,004	1
	30.9.19	24,888,004	1
	31.12.19	24,888,004	1
	31.3.20	24,888,004	1
2020-21	30.6.20	24,888,004	1
	30.9.20	24,888,004	1
	31.12.20	24,888,004	1
	31.3.21	24,888,004	1
2021-22	30.6.21	24,888,004	1
	30.9.21	24,888,004	1
	31.12.21	24,888,004	1
	31.3.22	24,888,004	1
2022-23	30.6.22	24,888,004	1
	30.9.22	24,888,004	1
	31.12.22	24,888,004	1
	31.3.23	24,888,004	1
2023-24	30.6.23	24,888,004	1
	30.9.23	24,888,004	1
	31.12.23	24,888,004	1
	31.3.24	24,888,004	1
2024-25	30.6.24	49,776,008	2
	30.9.24	49,776,008	2
	31.12.24	49,776,008	2
	31.3.25	49,776,008	2
2025-26	30.6.25	49,776,008	2
	30.9.25	49,776,008	2
	31.12.25	49,776,008	2
	31.3.26	49,776,008	2
2026-27	30.6.26	124,440,020	5
	30.9.26	124,440,020	5
	31.12.26	124,440,020	5
	31.3.27	124,440,020	5
2027-28	30.6.27	124,440,020	5
	30.9.27	124,440,020	5
	31.12.27	124,440,020	5
	31.3.28	124,440,020	5
2028-29	30.6.28	124,440,020	5
	30.9.28	124,440,020	5
	31.12.28	124,440,020	5
	31.3.29	124,440,020	5
Total		2,488,800,403	100

IN THE HIGH COURT OF JURIDICATURE AT CALCUTTA
ORIGINAL COMPANY JURISDICTION
Company Application No. 112 of 2016
IN THE MATTER OF COMPANIES ACT, 1956

AND

In the matter of Scheme of Compromise and Arrangement under Section 391/394

AND

In the matter of :

1. GUJARAT NRE COKE LIMITED

Having its registered office at 22, Camac Street, Block C, 5th Floor, Kolkata – 700016.

FORM OF PROXY

I/We _____ of _____ in the district of _____ being a creditor of Gujarat NRE Coke Limited, hereby appoint _____ of _____ in the district of _____ and failing him/her _____ of _____ in the district of _____ as my/our proxy to act for me/us at the meeting of the Gujarat NRE Coke LTD. To be held on 18th April 2016 or any adjourned date at “Kalakunj” 48, Shakespeare Sarani, Ground Floor, Kolkata – 700017 or at any other place for the purpose of considering and if thought fit, approving with or without modification, the Scheme of Compromise And Arrangement between the Company and it's Creditor at such meeting and any adjournment thereof, to vote for me/us and in my/our name(s) in favour/against the said Scheme of Compromise And Arrangement, either with or without modification as my/our proxy may approve. (Strike out which is not applicable).

Dated this _____ day of _____, _____.

Signature : _____

Name : _____

Re. 1 Revenue Stamp

Address : _____

Note – The proxy from must be lodged with the Registered Office of the Company not less than 48 (Fortyeight) hours before the time fixed for the meeting.

GUJARAT NRE COKE LIMITED
ATTENDANCE SLIP (ENTRANCE PASS)

I hereby record my presence at the meeting of the creditors of GUJARAT NRE COKE LIMITED held on _____ at “Kalakunj” 48, Shakespeare Sarani, Ground Floor, Kolkata – 700017.

Full Name of the Creditor/Proxy _____ Signature _____

ASST
22/02/16.

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Company Application No. 112 of 2016
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION

In the matter of :

The Companies Act, 1956;

A N D

In the matter of :

An application under Sections 391(1) of
the said Act;

A N D

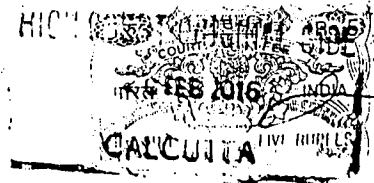
M/s. Gujarat NRE Coke Limited

..Applicant

15
Filed on 24/02/16

NOTICE CONVENING MEETINGS

Mr. Moti Sagar Tiwari
Advocate,
1B, Old Post Office Street,
Calcutta - 700 001



Company Application No. 112 of 2016

IN THE HIGH COURT AT CALCUTTA

ORIGINAL JURISDICTION

In the matter of:

The Companies Act, 1956;

A N D

In the matter of:

An application Under Section 391(1)

of the said Act;

A N D

In the matter of:

**M/s.GUJARAT NRE COKE
LIMITED**, a Company incorporated
under the Companies Act, 1956 and
having its Registered Office at 22,
Camac Street, Block "C", 5th Floor,
Kolkata-700 016, within the
aforesaid jurisdiction.

... APPLICANT

STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956

1. The accompanying notice is being sent for convening a meeting of the Creditors of the aforesaid Applicant Company for the purposes of considering, and if thought fit, approving with or without modification,

the Scheme of Compromise and Arrangement proposed to be made between M/s. Gujarat NRE Coke Limited (hereinafter referred to as "the Applicant Company") and its creditors. The detail terms of Scheme of Compromise and Arrangement will appear from the enclosed copy of draft.

2. The background of Gujarat NRE Coke Limited is as under:

a. Gujarat NRE Coke Limited is a public limited company, incorporated under the provisions of the Companies Act, 1956 on 29th January, 1986 having CIN L51909WB1986PLC040098 under the name of Madhusudan Traders Private Limited. The name was subsequently changed to Gujarat NRE Coke Private Limited on 10th June 1993 and was converted to public company on 5th July, 1993. The Registered Office of the Applicant Company is situated at 22 Camac Street, Block C, 5th Floor, Kolkata - 700 016 in the State of West Bengal. The Applicant Company is engaged in the business of manufacture of metallurgical coke and other related items. The Applicant Company has two metallurgical coke plants in Khambhalia and Bhachau in the state of Gujarat and the third plant in Dharwad in the state of Karnataka. The Applicant Company has also forayed into steel making and power generation through the renewable energy route. The Applicant Company also has a mini steel plant in Gujarat to recycle steel scraps using green wind energy to manufacture TMT Bars.

b. The equity shares of the Applicant Company are listed on BSE Limited and the National Stock Exchange of India Limited.

c. The Share Capital structure of the Applicant Company as on 31st December, 2015 is:

Particulars	(Rs.)
Authorised Share Capital	
210,00,00,000 Equity Shares of Rs. 10/-	2100,00,00,000
10,00,00,000 "A" equity shares of Rs. 10/- each	100,00,00,000
30,00,00,000 "B" equity shares of Rs. 10/- each	300,00,00,000
Total	2500,00,00,000
Issued, Subscribed and Paid-up Share Capital	
96,50,39,109 Equity Shares of Rs. 10/- each	965,03,91,090
5,24,88,010 "B" equity shares of Rs. 10/- each	52,48,80,100
Total	1017,52,71,190

Note : The Equity Shares, "A" equity shares and "B" equity shares are paripassu in all respects except for voting rights as follows:-

- (1) Equity shares carry voting right equal to 1 vote for 1 equity share.
- (2) "A" equity shares carry voting right equal to 100 votes for 1 "A" equity share.
- (3) "B" equity shares carry voting right equal to 1 vote for 100 "B" equity shares.

3. The circumstances which justify and/or necessitate the aforesaid

Scheme of Compromise and Arrangement are inter-alia as follows:

The company had faced challenges posed by the world economic crisis leading to loss of export business, an uncertain foreign exchange market and price volatility of some of the major inputs. Iron and Steel industry was facing major crisis due to problem in mining of iron ore coupled with overall slowdown of Indian as well world economy. As there was no major investment in infrastructure sector, demand of steel was not peaking up resulting in fewer buyers of metallurgical coke. This led to severe liquidity crunch and subdued profitability in 2013 and the company approached CDR forum to restructure its debt. The CDR Empowered group had considered and approved the restructure proposal of the Company in March, 2014.

Further, in order to improve the net worth position, the promoters of the company proposed to merge two group companies namely NRE Metcoke Ltd. and Bajrang Bali Coke Industries Ltd. with GNCL which has been duly sanctioned by the Hon'ble High Court at Calcutta. The proposed merger is expected to have positive impact on the Balance sheet of GNCL in terms of asset base, and will reduce the operational and regulatory hassles. Despite this exposure to large unsustainable debt is making it difficult for proper revival of the company.

It is envisaged that if the arrangement as defined in the present scheme is entered into between the Creditors (as defined in the present scheme)

of the company and the company with regard to the outstanding position of the said Creditors' as at the cut off date is considered by the said Creditors, a profitable survival of the company will be ensured and the same shall lead to revival in regeneration of income and reduce the financial liquidity crunch.

8. In accordance with the Circular No. CIR/CFD/DIL/5/2013 issued by the Securities and Exchange Board of India ("SEBI") on February 4, 2013 as amended vide Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013, the Audit Committee of the Board of Directors of the Applicant Company had on 5th October, 2015 recommended the proposed Scheme of Arrangement for approval of the Board.

9. The proposed Scheme of Compromise and Arrangement was approved by the Board of Directors of the Applicant Company at the meeting held on 5th October, 2015 after considering the recommendations of the Audit Committee and Fairness Opinion dated 5th October, 2015 of an Independent SEBI Registered Category I Merchant Banker, Sumedha Fiscal Services Limited.

10. The salient features of the Scheme are as follows:

- a. The claims of all persons, concerns and/or bodies corporate who do not come within the definition of "Creditors" referred to in the Scheme will stand outside the purview of the Scheme.

- b. Upon this Scheme coming into effect the Creditors shall be paid off their dues by the Company in the manner as indicated in the repayment schedule, being **Schedule "A"** of the Scheme. The amount being distributed on a pro-rate basis to the creditors as listed in Schedule A as on the appointed date.
- c. The amount of FCCB converted by the FCCB holders during the currency of the scheme would be treated as payment made pursuant to the scheme on FIFO basis.
- d. In calculating the claims of the Creditors and/or payments to be made by the Company to the Creditors under the Scheme aggregating to Rs 248,88,00,403/- (Rupees Two hundred forty eight crores Eighty Eight lacs four hundred three only) shall be treated as final and conclusive as regards dues of the Creditors as on the appointed date as appearing in the books and records of the Company.
- e. The Creditors covered by the Scheme shall not be entitled to any payment save and except in accordance with the Scheme. However, all payments received by the Creditors and / or conversion already made subsequent to the Appointed Date but prior to the expiry of the Effective Date shall be treated as payments made under the Scheme and shall be adjusted accordingly on First-in-First-out (FIFO) basis.
- f. Upon the Scheme becoming effective, the dues of the creditors covered under the Scheme shall become payable in

the manner specified in the Scheme and all existing litigations and legal cases initiated by such creditors in relation to such dues and claims against the Company, the guarantors and others related to the Company, shall stand withdrawn without further act or deed.

- g. The Company shall make all necessary applications/ petitions/ to the Hon'ble High Court at Calcutta under Section 391 of the Companies Act, 1956 and other applicable sections of the Act, for sanctioning the Scheme.
- h. The Scheme, though effective from the Appointed Date, shall become operative only on and from the Effective Date.
- i. The Scheme shall become valid, operative and binding on and from the date on which the order of the Hon'ble High Court at Calcutta sanctioning the Scheme between the Creditors and the Company is filed with the office of the Registrar of Companies, West Bengal.
- j. This Scheme shall supersede all previous understandings and agreements between the parties and shall constitute final agreement between them. However, notwithstanding the above, anything in the Scheme which is or as may be contrary to or in violation of laws applicable to this Scheme sanctioned by the High Court under the provisions of sections 391-394 and other applicable sections of the Companies Act, 1956 and the rules and regulations made thereunder or any other law for the time being in force, shall not prevail and

shall not be binding upon the Company, its promoter and guarantors or the Directors of the Company.

- k. The Board of Directors of the Company, may assent from time to time to any modifications or amendments or additions to this Scheme, or which the Hon'ble High Court at Calcutta and/or any other authority may deem fit to approve of or impose and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect.
- l. The Company shall be at liberty to withdraw from this Scheme of Arrangement in case any condition or alteration imposed by any competent authority is unacceptable to them.
11. There is no proceeding pending under section 210 to 227 of the Companies Act, 2013 against the applicant company. No proceeding under section 397 or 398 of the said Act is pending against the Applicant Company.
12. Copies of the following documents are open for inspection at the registered office of M/s. Gujarat NRE Coke Limited on any working day between 11.00 am. to 2.00 pm.
 - 1) Memorandum and Articles of Association of the Applicant Company;

II) Balance Sheet and Profit and Loss Accounts as on 31st March, 2015 of the Applicant Company.

III) Annual report and accounts for the year ended 31st March, 2015 of the Applicant Company.

IV) Register of Directors shareholding of the companies and Register of Members of the Companies.

V) Undertaking regarding non-applicability of Valuation Report

VI) Scheme of Compromise and Arrangement with Creditors

VII) Fairness Opinion issued by Sumedha Fiscal Services Limited, a Category I Merchant Banker.

VIII) Complaints Report.

IX) Listing Agreement

X) Copy of Orders dated 17th February, 2016 of the Hon'ble High Court at Calcutta directing the convening of the meeting of the Creditors of the Applicant Company *alongwith copy of Company Application being C.A. No. 112 of 2016.* | *h*

XI) Observation Letters issued by BSE Limited dated 22nd January, 2016 and National Stock Exchange of India Limited dated 21st January, 2016

XII) Copy of Audit Committee Report dated 5th October, 2015

After the proposed scheme is approved by you it will be subject to the subsequent approval of the Hon'ble High Court at Calcutta.

Drafted by: 

Mr. MOTI SAGAR TIWARI

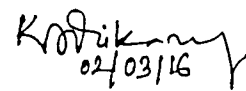
Advocate,

1B, Old Post Office Street,

4th Floor, Calcutta - 700 001.

Bhakti Prasad Sax

Bandana (J), over

Settled by: 

02/03/16

(KAUSHIK ADHIKARY)

Assistant Registrar (Company)

High Court, O.S. Calcutta

1 gm

1531
22/02/16

Company Application No. 112 of 2016

IN THE HIGH COURT AT CALCUTTA

ORIGINAL JURISDICTION

In the matter of :

The Companies Act, 1956;

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An application under Sections 391(1)

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M/s. Gujarat NRE Coke Limited.

..Applicant

7
Filed on 24/02/16

STATEMENT UNDER SECTION 393 OF

THE COMPANIES ACT, 1956

Mr. Moti Sagar Tiwari
Advocates,
113, Old Post Office Street,
Calcutta - 700 001