

Date : 25/01/2018

To
The Bombay Stock Exchange Ltd.
Listing Dept./Dept. of Corporate Services,
P.J. Towers, Dalal Street,
Mumbai-400 001.
Security Code: 511200
Security Id : MUNCAPM

Dear Sirs,

Sub : Notice of Extra Ordinary General Meeting of the Company to be held on Saturday, 24th February, 2018 at 11.00 A.M.

In compliance with Part A of Schedule III (Para A Clause 12) read with regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we attach herewith a copy of a notice convening an Extra Ordinary General Meeting of the Company on Saturday, 24th February, 2018 at 11.00 A.M. at Registered office of the Company at Shanti Nivas, Opp. Shapath- V, Nr. Karnavati Club, S.G.Road, Ahmedabad-380058.

We request you to take the above on your record.

Thanking You
Yours Faithfully

FOR, MUNOTH CAPITAL MARKET LIMITED


SIDDHARTH JAIN
DIRECTOR & CEO
(DIN : 00370650)



Encl : As above

**MEETING OF THE EQUITY SHAREHOLDERS
OF
MUNOTH CAPITAL MARKET LIMITED**

Day	Saturday
Date	24 th February, 2018
Time	11.00 A.M.
Venue	Shanti Nivas, Opp. Shapath - V, Nr. Karnavati Club, S.G.Road, Ahmedabad-380058, Gujarat, India.

Sr. No.	Contents
1	Notice of meeting of the Equity Shareholders of Munoth Capital Market Limited in pursuance of section 233(1)(b) of the Companies Act, 2013.
2	Explanatory statement under sections 230(3) and 102 of the companies act, 2013 read with rule 6 of the companies (compromises, Arrangements And Amalgamations) Rules, 2016
3	Suggestions or observation to the Scheme received from the Official Liquidator, Gujarat.
4	Suggestions or observation to the Scheme received from the Registrar of Company, Gujarat, Dadra and Nagar Haveli.
5	Declaration of Solvency made in pursuance of section 233(1)(c) of the Companies Act, 2013
6	Scheme of amalgamation under section 233 of the Companies Act, 2013
7	Form of Proxy
8	Attendance Slip
9	Route Map to the venue of meeting

MUNOTH CAPITAL MARKET LIMITED

(CIN : L99999GJ1986PLC083614)

Registered Office : Shanti Nivas-Office Building, Opp. Sapath V, Nr. Karnavati Club, S.G. Road,
Ahmedabad-58, Board Line:+91-79-26937954 Email: munoth@gmail.com Website:www.munoth.com

NOTICE CONVENING MEETING OF THE SHAREHOLDERS

NOTICE is hereby given that the Extraordinary General meeting of the Shareholders of MUNOTH CAPITAL MARKET LIMITED will be held on Saturday, 24th February, 2018 at 11.00 A.M. at the registered office of the Company situated at Shanti Nivas, Opp. Shapath - V, Nr. Karnavati Club, S.G.Road, Ahmedabad-380058, Gujarat, India to transact the following business:

SPECIAL BUSINESS

1.Approval of Scheme of Merger of Wholly owned Subsidiary, Munoth Retail Private Limited with Munoth Capital Market Limited

To consider, and if thought fit, to pass, with or without modification(s), the following resolution, by approval of members holding at least ninety per cent of the total number of shares:

"**RESOLVED THAT** pursuant to the provisions of section 233(1)(b) and other applicable provisions of the Companies Act, 2013 read with Rule 25 of the Companies (Compromise, Arrangement and Amalgamation) Rules, 2016, subject to the approval by Regional Director and subject to Secured and Unsecured Creditors approval at their meeting, consent of the members be and is hereby accorded for Merger of Wholly Owned Subsidiary, Munoth Retail Private Limited with its Holding Company, Munoth Capital Market Limited and the Scheme of Merger for the same be and is hereby approved and shall become effective from 1st April, 2017 (the Appointed Date)."

"**RESOLVED FURTHER THAT** Mr. Shantilal Misrimal Jain (DIN:00370624), or failing him Mr. Siddharth Shantilal Jain (DIN: 00370650), Directors of the Company be and are hereby severally authorized to do all such acts, deeds, matters and received and things as may be necessary and expedient in connection therewith including filing of Notice, application, petition, affidavits, to make modifications as per the suggestions received and delegate such powers as may be required to other attorneys to give effect to this resolution."

By Order of the Board of Directors
MUNOTH CAPITAL MARKET LIMITED

SIDDHARTH JAIN
DIRECTOR & CEO
DIN: 00370650

Date: 22/01/2018

Place: Ahmedabad

Registered Office:

Shanti Nivas, Opp. Shapath - V, Nr. Karnavati Club, S.G.Road,
Ahmedabad-380058.

NOTES:

- a) A Member is entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of himself and a proxy need not be a Member. The instrument appointing a proxy shall be deposited at the Registered Office of the Company not later than 48 hours before the time fixed for holding the meeting. A person can act as a proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the Company carrying voting rights. A member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as a proxy for any other person or shareholder.
- b) The members are requested to notifying change in their address to the Company quoting their folio number at the earliest to avoid inconvenience at a later stage.
- c) Shareholders seeking any information with regards to the scheme are requested to write to the Company at least 7 days before the date of Extra Ordinary General Meeting (EGM) so as to enable the management to keep the information ready.
- d) Members / Proxies should bring the Attendance Slip attached herewith duly filled in for attending the meeting.
- e) Members, who hold shares in de-materialization form, are requested to bring their depository account number for identification.
- f) In case of joint holders attending the meeting, only such joint holder who is higher in the order of names will be entitled to vote.
- g) Members Companies / Organization are requested to send a copy of the Resolution of their Governing Body authorizing their representative to attend and vote at this Extra Ordinary General Meeting.
- h) Relevant Documents referred to in the accompanying Notice are open for inspection by the members at the Registered Office of the Company on all working days, between 11:00 a.m. and 1:00 p.m. up to the date of meeting.
- i) The Securities and Exchange Board of India (SEBI) has mandated the submission of Permanent Account Number (PAN) by every participant in securities market. Members holding shares in electronic form are, therefore, requested to submit their PAN to their Depository Participants with whom they are maintaining their demat accounts. Members holding shares in Physical form can submit their PAN to the Company/ Purva Shareregistry (India) Pvt. Ltd.
- j) To support the “Green initiative in Corporate Governance” taken by Ministry of Corporate Affairs by allowing paperless compliance, the Company has taken an initiative of sending documents like notice/documents by mail. Physical copies are sent only to those shareholders whose email addresses are not registered with the Company and for the bounced-mail cases. Shareholders are requested to register their email Id with Registrar and Share Transfer Agent/ concerned depository to enable the Company to send the documents in electronic form or inform the company in case they wish to receive the above documents in paper mode.
- k) The relevant Statement pursuant to Rule 6, Of The Companies (Compromise, Arrangements And Amalgamations) Rules, 2016 in respect of the special business set out above is annexed hereto.
- l) The route map showing directions to reach the venue of the EGM is annexed.
- m) Electronic copy of the Notice of the Extra Ordinary General Meeting of the Company inter alia indicating the process and manner of e-voting along with Attendance slip and proxy form is being sent to all the members whose email IDs are registered with the Company/Depository participant(s) for communication purposes unless any member has requested for a hard copy of the same. For members who have not registered their email address, physical copies of the Notice of the Extra Ordinary General Meeting of the Company inter alia indicating the process and manner of e-voting along with Attendance Slip and proxy form is being sent in the permitted mode.

n) Voting through electronic means

- I. In compliance with provisions of Regulation 44 of the SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015, Section 108 of the Companies Act, 2013, Rule 20 of the Companies (Management and Administration) Rules, 2014 as amended by the Companies (Management and Administration) Amendment Rules, 2015, and Secretarial Standard on General Meetings (SS2) issued by the Institute of Company Secretaries of India, the Company is pleased to provide members facility to exercise their right to vote on resolutions proposed to be considered at the Extraordinary General Meeting (EGM) by electronic means and the business may be transacted through e-Voting Services. The facility of casting the votes by the members using an electronic voting system from a place other than venue of the EGM ("remote e-voting") will be provided by National Securities Depository Limited (NSDL).
- II. The facility for voting through ballot paper shall be made available at the AGM and the members attending the meeting who have not cast their vote by remote e-voting shall be able to exercise their right at the meeting through ballot paper.
- III. The members who have cast their vote by remote e-voting prior to the EGM may also attend the EGM but shall not be entitled to cast their vote again.
- IV. The remote e-voting period commences on 21st February, 2018 (9:00 am) and ends on 23rd February, 2018 (5:00 pm). During this period members' of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date of 17th February, 2018, may cast their vote by remote e-voting. The remote e-voting module shall be disabled by NSDL for voting thereafter. Once the vote on a resolution is cast by the member, the member shall not be allowed to change it subsequently.
- V. The process and manner for remote e-voting are as under:
 - A. In case a Member receives an email from NSDL [for members whose email IDs are registered with the Company/Depository Participant(s)] :
 - (i) Open email and open PDF file viz; "remote e-voting.pdf" with your Client ID or Folio No. as password. The said PDF file contains your user ID and password/PIN for remote e-voting. Please note that the password is an initial password.
 - (ii) Launch internet browser by typing the following URL: <https://www.evoting.nsd.com/>
 - (iii) Click on Shareholder - Login
 - (iv) Put user ID and password as initial password/PIN noted in step (i) above. Click Login.
 - (v) Password change menu appears. Change the password/PIN with new password of your choice with minimum 8 digits/characters or combination thereof. Note new password. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
 - (vi) Home page of remote e-voting opens. Click on remote e-voting: Active Voting Cycles.
 - (vii) Select "EVEN" of "Munoth Capital Market Limited".
 - (viii) Now you are ready for remote e-voting as Cast Vote page opens.
 - (ix) Cast your vote by selecting appropriate option and click on "Submit" and also "Confirm" when prompted.
 - (x) Upon confirmation, the message "Vote cast successfully" will be displayed.
 - (xi) Once you have voted on the resolution, you will not be allowed to modify your vote.
 - (xii) Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer through e-mail to shahjalpaj@gmail.com with a copy marked to evoting@nsdl.co.in
 - B. In case a Member receives physical copy of the Notice of EGM [for members whose email IDs are not registered with the Company/Depository Participant(s) or requesting physical copy] :
 - (i) Initial password is provided as below/at the bottom of the Attendance Slip for the EGM:

EVEN (Remote e-voting Event Number)	USER ID	PASSWORD/PIN
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 - (ii) Please follow all steps from Sl. No. (ii) to Sl. No. (xii) above, to cast vote.
- VI. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Members and remote e-voting user manual for Members available at the downloads section of www.evoting.nsd.com or call on toll free no.: 1800-222-990.
- VII. If you are already registered with NSDL for remote e-voting then you can use your existing user ID and password/PIN for casting your vote.
- VIII. You can also update your mobile number and e-mail id in the user profile details of the folio which may be used for sending future communication(s).
- IX. The voting rights of members shall be in proportion to their shares of the paid up equity share capital of the Company as on the cut-off date of 17th February, 2018.
- X. Any person, who acquires shares of the Company and become member of the Company after dispatch of the notice and holding shares as of the cut-off date i.e. 17th February, 2018, may obtain the login ID and password by sending a request at evoting@nsdl.co.in or Issuer/RTA. However, if you are already registered with NSDL for remote e-voting then you can use your existing user ID and password for casting your vote. If you forgot your password, you can reset your password by using "Forgot User Details/Password" option available on www.evoting.nsd.com or contact NSDL at the following toll free no.: 1800-222-990.

- XI.A member may participate in the EGM even after exercising his right to vote through remote e-voting but shall not be allowed to vote again at the EGM.
- XII.A person, whose name is recorded in the register of members or in the register of beneficial owners maintained by the depositories as on the cut-off date only shall be entitled to avail the facility of remote e-voting as well as voting at the EGM through ballot paper.
- XIII.Mrs. Jalpa Jignashu Shah, Practicing Company Secretary (Membership No. A32969) has been appointed for as the Scrutinizer for providing facility to the members of the Company to scrutinize the voting and remote e-voting process in a fair and transparent manner.
- XIV.The Chairman shall, at the EGM, at the end of discussion on the resolutions on which voting is to be held, allow voting with the assistance of scrutinizer, by use of "remote e-voting" or "Ballot Paper" or "Poling Paper" for all those members who are present at the EGM but have not cast their votes by availing the remote e-voting facility.
- XV.The Scrutinizer shall after the conclusion of voting at the general meeting, will first count the votes cast at the meeting and thereafter unblock the votes cast through remote e-voting in the presence of at least two witnesses not in the employment of the Company and shall make, not later than three days of the conclusion of the EGM, a consolidated scrutinizer's report of the total votes cast in favour or against, if any, to the Chairman or a person authorized by him in writing, who shall countersign the same and declare the result of the voting forthwith.
- XVI.The Results declared alongwith the report of the Scrutinizer shall be placed on the website of the Company www.munoth.com and on the website of NSDL immediately after the declaration of result by the Chairman or a person authorized by him in writing. The results shall also be immediately forwarded to the BSE Limited, Mumbai.

EXPLANATORY STATEMENT UNDER SECTIONS 230(3) AND 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

i.Details of the order of the Tribunal directing the calling, convening and conducting of the meeting:-

The clause is not applicable.

ii.Details of the Company:

TRANSFEROR COMPANY:

Sr. No.	Catagory	Particulars												
1.	CIN	U52100GJ2012PTC070467												
2.	Permanent account Number	AAHCM9639F												
3.	Name of the Company	Munoth Retail Private Limited ("MRPL")												
4.	Date of Incorporation	25/05/2012												
5.	Type of Company	Private Limited Company												
6.	Registered Office of the company and email ID	Shanti Nivas Office, Opp. Anand Dham Jain Mandir, Nr. Karnavati Club, S.G Road, Ahmedabad-380058 Email Id: munoth@gmail.com												
7.	Main object of the Company as per Memorandum of Association	To carry on the business as retailer of Readymade Garments, its accessories and other ancillary products in India and outside India.												
8.	Details of Change in name, registered office and objects of the Company during the last five years	The Company has changed its Registered office with effect from 24.05.2013 vide passing a Board resolution. The Company has not changed its name and objects during the last five years.												
9.	Name of stock exchanges (s) where securities of the company are listed, if applicable	As on date, the securities of the Company are not listed.												
10.	Details of the Capital Structure of the Company	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Authorised Share Capital</th> </tr> <tr> <th style="text-align: center;">Paticulars</th> <th style="text-align: center;">Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td>90,000 Equity shares of Rs. 10/-</td> <td style="text-align: right;">9,00,000/-</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Issued, subscribed and paid-up capital</th> </tr> <tr> <th style="text-align: center;">Paticulars</th> <th style="text-align: center;">Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td>90,000 Equity shares of Rs. 10/-</td> <td style="text-align: right;">9,00,000/-</td> </tr> </tbody> </table>	Authorised Share Capital		Paticulars	Amount in Rs.	90,000 Equity shares of Rs. 10/-	9,00,000/-	Issued, subscribed and paid-up capital		Paticulars	Amount in Rs.	90,000 Equity shares of Rs. 10/-	9,00,000/-
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12.	If the scheme of compromise or arrangement relates to more than one company, the fact and details of any relationship subsisting between such companies who are parties to such scheme of compromise or arrangement, including holding, subsidiary or of associate companies.	The Transferor Company is a wholly owned Subsidiary of Munoth Capital Market Limited.										
13.	The date of the Board meeting at which the scheme was approved by the Board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote/participate on such resolution;	<p>The Board of Directors approved the Scheme of Merger on 24.10.2017.</p> <p>The following Directors voted in favour of the resolution:</p> <ol style="list-style-type: none"> 1. Shantilal Misrimal Jain 2. Siddharth Shantilal Jain <p>All the Directors present in the meeting have voted in favour of the resolution.</p>										

TRANSFeree COMPANY:

Sr. No.	Category	Particulars
1.	CIN	L99999GJ1986PLC083614
2.	Permanent account Number	AAACM2719F
3.	Name of the Company	Munoth Capital Market Limited ("MCML")
4.	Date of Incorporation	04/09/1986
5.	Type of Company	Public Limited Company
6.	Registered Office of the company and email ID	Shanti Nivas, Opp. Shapath-V, Nr. Karnavati Club, S.G. Road, Ahmedabad-380058. Email Id: nayan.modi@munoth.com
7.	Main object of the Company as per Memorandum of Association	<p>1. To acquire, underwrite, hold, and sell shares, stocks, debenture, debenture stocks, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or elsewhere and to acquire, underwrite, hold and sell shares, stocks, bonds, mortgage, obligations and securities issued or guaranteed by any government, sovereign, ruler, commissioner, trust, public body or authority. To facilitate and encourage the creation issue, conversion of shares, debentures, debenture stocks, bonds, obligations and securities of all kinds. To carry on the business of a Company established with the object of financing industrial enterprises within the meaning of section 370 of the Companies Act,1956, and to make loans, give guarantees and provide securities to any other company.</p> <p>2. To carry on the business of trading in shares, securities, debentures, bonds, mutual fund instruments, Government securities, debt instruments, commodities, any derivative products in shares, securities, commodities for the benefit of customers and for that purpose to obtain the membership as broker of any recognized stock exchanges, commodities exchanges, facilitating, trades and clearing /settlement of trades in spots, in futures and in derivatives of all the commodities, articles, goods, merchandise, shares and securities.</p>
8.	Details of Change in name, registered office and objects of the Company during the last five years	<p>The Company has changed its Registered office with effect from 30.05.2015 from state of Maharashtra to the state of Gujarat vide passing a special resolution and Certification of Registration of Regional Director order for Change of State was issued on 22.06.2015.</p> <p>The Company has not changed its name and objects during the last five years.</p>
9.	Name of stock exchanges (s) where securities of the company are listed, if applicable	As on date, the securities of the Company are listed on Bombay Stock Exchange Limited. (BSE)

10.	Details of the Capital Structure of the Company	<p>Authorised Share Capital</p> <table border="1"> <thead> <tr> <th>Paticulars</th> <th>Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td>1,80,00,000 Equity shares of Rs. 5/-</td> <td>9,00,00,000/-</td> </tr> </tbody> </table> <p>Issued, subscribed and paid-up capital</p> <table border="1"> <thead> <tr> <th>Paticulars</th> <th>Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td>89,91,000 Equity shares of Rs. 5/-</td> <td>4,49,55,000/-</td> </tr> </tbody> </table>	Paticulars	Amount in Rs.	1,80,00,000 Equity shares of Rs. 5/-	9,00,00,000/-	Paticulars	Amount in Rs.	89,91,000 Equity shares of Rs. 5/-	4,49,55,000/-																				
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Shantilal Misrimal Jain	Shanti Nivas, Opp. Shapath-V, Nr. Karnavati Club, S.G. Road, Ahmedabad-380058.																													
Siddharth Shantilal Jain	Shanti Nivas, Opp. Shapath-V, Nr. Karnavati Club, S.G. Road, Ahmedabad-380058.																													
Bhavridevi Shantilal Jain	Shanti Nivas, Opp. Shapath-V, Nr. Karnavati Club, S.G. Road, Ahmedabad-380058.																													
Jain Shantilal Misrimal	Shanti Nivas, Opp. Shapath-V, Nr. Karnavati Club, S.G. Road, Ahmedabad-380058.																													
Munoth Investment And Finance Company Private Limited	Shanti Nivas, Opp. Shapath-V, Nr. Karnavati Club, S.G. Road, Ahmedabad-380058.																													
Silvercraft Investment Pvt Ltd	Shanti Nivas, Opp. Shapath-V, Nr. Karnavati Club, S.G. Road, Ahmedabad-380058.																													
Symphony Investment Pvt Ltd	Shanti Nivas, Opp. Shapath-V, Nr. Karnavati Club, S.G. Road, Ahmedabad-380058.																													
Anima Investments Ltd	Shanti Nivas, Opp. Shapath-V, Nr. Karnavati Club, S.G. Road, Ahmedabad-380058																													
Name of the Director	Address																													
Shantilal Misrimal Jain - Director & CFO DIN:00370624	Siddharth Bunglow, Park View Society, Vandana School Lane, Ambawadi, Ahmedabad-380015																													
Siddharth Shantilal Jain - Director & CEO DIN:00370650	Siddharth Bunglow, Park View Society, Vandana School Lane, Ambawadi, Ahmedabad-380015																													
Sumit Khanna Director DIN: 01180220	36n, Riviera Apartments North Mall Road, Delhi 110054.																													
Varsha Aakesh Gulecha - Director	255, Manekbag Soc., Nehrunagar, Ambavadi Ahmedabad-380015																													

	<p>If the scheme of compromise or arrangement relates to more than one company, the fact and details of any relationship subsisting between such companies who are parties to such scheme of compromise or arrangement, including holding, subsidiary or of associate companies.</p>	<p>The Transferor Company is a wholly owned Subsidiary of Munoth Capital Market Limited.</p>
	<p>The date of the Board meeting at which the scheme was approved by the Board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote/participate on such resolution;</p>	<p>The Board of Directors approved the Scheme of Merger on 25.10.2017.</p> <p>The following Directors voted in favour of the resolution:</p> <ol style="list-style-type: none"> 1. Shantilal Misrimal Jain 2. Siddharth Shantilal Jain 3. Sumit Khanna 4. Varsha Gulecha <p>All the Directors present in the meeting have voted in favour of the resolution.</p>

STATEMENT TO BE ANNEXED TO THE NOTICE

Pursuant to Rule 6(3)(v) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

Following are the details disclosing of the Scheme of Merger

Sr. No.	Category	Particulars															
1.	Parties involved in such compromise or arrangement	M/s. Munoth Retail Private Limited (Transferor Company) M/s. Munoth Capital Market (Transferee Company)															
2.	In case of amalgamation or merger, appointed date, effective date, share exchange ratio (if applicable) and other considerations, if any	Appointed Date : 01.04.2017 Effective Date : The date on which certified copies of the Order passed by the Regional Director sanctioning the scheme or Order of confirmation under Section 233 are filed with the Registrar of Companies, Gujarat at Ahmedabad. Consideration : Since, Munoth Retail Private Limited is a wholly owned subsidiary of Munoth Capital Market Limited, the entire equity share capital of, Munoth Retail Private Limited shall stand cancelled and hence no new equity shares will be allotted through the proposed Scheme of Merger.															
3.	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any; and the declaration that the valuation reports is available for inspection at the registered office of the company;	Not Applicable since Munoth Retail Private Limited is a wholly owned subsidiary of Munoth Capital Market Limited, the entire equity share capital of, Munoth Retail Private Limited shall stand cancelled and hence no new equity shares will be allotted through the proposed Scheme of Merger.															
4.	Details of capital/ debt restructuring, if any;	<table border="1"> <thead> <tr> <th colspan="3">PRE MERGER</th> </tr> <tr> <th>AUTHORISED SHARE CAPITAL</th> <th>MRPL</th> <th>MCML</th> </tr> </thead> <tbody> <tr> <td>Equity Shares</td> <td>9,00,000 divided into 90000 shares of Rs. 10/- each</td> <td>9,00,00,000 divided into 1,80,00,000 Equity shares of Rs. 5/- each</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="2">POST MERGER</th> </tr> <tr> <th>AUTHORISED SHARE CAPITAL</th> <th>MCML</th> </tr> </thead> <tbody> <tr> <td>Equity Shares</td> <td>9,09,00,000 divided into 1,81,80,000 Equity Shares of Rs. 5/- each</td> </tr> </tbody> </table>	PRE MERGER			AUTHORISED SHARE CAPITAL	MRPL	MCML	Equity Shares	9,00,000 divided into 90000 shares of Rs. 10/- each	9,00,00,000 divided into 1,80,00,000 Equity shares of Rs. 5/- each	POST MERGER		AUTHORISED SHARE CAPITAL	MCML	Equity Shares	9,09,00,000 divided into 1,81,80,000 Equity Shares of Rs. 5/- each
PRE MERGER																	
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POST MERGER																	
AUTHORISED SHARE CAPITAL	MCML																
Equity Shares	9,09,00,000 divided into 1,81,80,000 Equity Shares of Rs. 5/- each																
5.	Rationale for the compromise or arrangement	<p>1.The Transferor Company is a wholly owned subsidiary of the Transferee Company and is engage in the business as a retailer of Readymade Garments, its accessories and other ancillary products in India and outside India.</p> <p>2. The Transferee Company is primary engage in the business of to acquire, underwrite, hold and sell shares, stocks, debenture, debenture stocks, bonds, obligations and securities issued or guaranteed by any company constituted and carrying on business in India and elsewhere . To carry on the business of trading in shares, securities, debentures, bonds, mutual fund instruments, Government securities, debt instruments, commodities, any derivative products in shares, securities, commodities for the benefit of customers and for that purpose to obtain the membership as broker of any recognized stock exchanges, commodities exchanges, facilitating, trades and clearing /settlement of trades in spots, in futures and in derivatives of all the commodities, articles, goods, merchandise, shares and securities.</p> <p>3. A consolidation of the Transferor Company with Transferee Company by way of Merger would thereby lead to a more efficient utilization of capital for enhanced development and growth of the</p>															

		<p>consolidated business in one entity.</p> <p>4. The scheme is commercially and economically viable and feasible and is in fact fair and reasonable.</p> <p>5. The proposed scheme will result in administrative and operational rationalization, organizational efficiencies, reduction in overheads and other expenses and optional utilization of various resources. It will prevent cost duplication and the resultant operations would be substantially cost-efficient. The synergies created in terms of compliance, governance, administration and cost by the merger would increase operational efficiency and integrate business functions.</p> <p>6. Since, two of the key Managerial Personnel of the Transferee Company are the Directors of the Transferor Company, the proposed merger will reduce managerial overlaps, which are necessarily involved in running two entities.</p> <p>7. Greater efficiency in cash management of the merged entity, and unfettered access to cash flow generated by the combined business which can be deployed more efficiency and which would result improved performance of the Transferee Company and would enhance shareholders' value.</p>
6.	Benefits of the compromise or arrangement as perceived by the Board of directors to the company, members, creditors and others (as applicable);	The benefits are detailed in point No. 5 mention above.
7.	Amount due to unsecured creditors	Rs. 1,74,725/- as on 31.03.2017
8.	Disclosure about the effect of the compromise or arrangement on: (a) key managerial personnel; (b) directors; (c) promoters; (d) non-promoter members; (e) depositors; (f) creditors; (g) debenture holders; (h) deposit trustee and debenture trustee; (i) employee of the company	<p>All the staff, workmen and other employees in the service of the Transferor Company immediately before the transfer of the Undertaking under the Scheme shall become the staff, workmen and employees of the Transferee Company as per the detail mention in the scheme.</p> <p>The proposed Arrangement in general will have beneficial results for the Companies, their shareholders, employees and all other stakeholders.</p> <p>The proposed scheme would not affect the Key Managerial Personnel, Director, Promoters, non-promoter members; creditors and employees of the company.</p> <p>The Company does not have any depositors, debenture holders, deposit trustee and debenture trustee.</p>
9.	Investigation or proceedings, if any, pending against the company under the Act.	There are no pending proceedings against the Company.
10.	Details of approvals, sanctions or no-objection(s), if any, form regulatory or any other government authorities required, received or pending for the purpose scheme of compromise or arrangement	There are no pending approvals, sanctions or no objections pending.

The following Documents and other relevant documents are available for obtaining extract or for making/ obtaining copies of or for inspection by the members and creditors:

- (a) latest audited financial statements of the company including consolidated financial statements;
- (b) copy of scheme of compromise or arrangement;
- (d) the certificate issued by Auditor of the company to the effect that the accounting treatment, if any, proposed in the scheme of compromise or arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013; and
- (e) such other information or documents as the Board or Management believes necessary and relevant for making decision for or against the scheme;

By Order of the Board of Directors
MUNOTH CAPITAL MARKET LIMITED

SIDDHARTH JAIN
DIRECTOR & CEO
DIN: 00370650

Date: 22/01/2018

Place: Ahmedabad

Registered Office:

Shanti Nivas, Opp. Shapath - V, Nr. Karnavati Club, S.G.Road,
Ahmedabad-380058.

SUGGESTIONS OR OBSERVATION TO THE SCHEME RECEIVED FROM THE OFFICIAL LIQUIDATOR, GUJARAT.

The Company has duly served a Scheme of Merger under Form CAA-9 before the offices of The official Liquidator on 21.11.2017 in physical mode pursuant to section 233(1)(a) and rule 25(1) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

In response to the same the Transferor Company has received a letter having reference No. OL/Amg/3536/2017 dated 30.11.2017 from official Liquidator, Gujarat with the following suggestions :

1. Para 1 .1 of the part 1 of the scheme is amended as Act means Companies Act, 2013 read with Companies, (Compromises, Arrangements & Amalgamation) Rules, 2016 or any statutory modifications, re-enactment thereof .
- 2 . Para 3 of the scheme Date of taking effect and operative date is amended as. "The scheme set out in its present form or with any modification (s) and amendment(s) made under clause 16 of the scheme shall be effective from Appointed Date."
3. Part II of the scheme transfer and vesting of the undertaking of the transferor company to the transferee company as per provision of section 233 of Companies Act, 2013.
4. Para 4.1 of the scheme the word provision of section 233 is added before Companies Act, 2013.
- 5 . At Para 6. 1 of the scheme amendment is to be done i.e. The order of sanctioning the present scheme is passed by the Central Government or NCLT if any under section 233 (3) & (7) of Companies Act, 2013 and upon passing of such order there is no need to comply with sepretaley provision of section 64 of Companies Act, 2013.
6. At Para 6.3 word section 13 is written as provision of section 13 of companies Act, 2013.
7. New clause is to be added in the scheme that each companies involved in 'the scheme should comply with provision o f section 233 1 (c) of Companies Act,2013.
8. New clause added in the scheme that transferee company involved in the scheme comply with provision of section 233 (10) & (11) of Companies Act, 2013 .
9. A new clause is to be added in the scheme the companies involved in the scheme may also implement the scheme by following the procedure as mention under Rule 25(8) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
10. The above mentioned suggestion should be approved as per provision of section 233(1) (b) & (d) of the Companies Act, 2013.
11. The Company is required to submit a copy of the scheme agreed by the members and creditors along with report of scrutinizer and minutes of the meeting and copy of the scheme is also to be filed with Registrar of Companies in form No . CAA.11 with form No. GNL- 1 and submit the same to Official Liquidator office through Hand Deliver y or any other mode.
12. Certificate from the Auditor is required in compliance of provision of section 133 of the Companies Act , 2013 before sanction of scheme .

The said suggestions has been duly incorporated in the Scheme of Merger being circulated along with the present Notice.

SUGGESTIONS OR OBSERVATION TO THE SCHEME RECEIVED FROM THE REGISTRAR OF COMPANY, GUJARAT, DADRA AND NAGAR HAVELI

The Company has duly served a Scheme of Merger under Form CAA-9 before the offices of The Registrar of Company, Gujarat, Dadra and Nagar Haveli on 21.11.2017 in physical mode pursuant to section 233(1)(a) and rule 25(1) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

In response to the same the Company has received a letter dated 20.12.2017 from Registrar of Company, Gujarat, Dadra and Nagar Haveli with the following suggestions :

1. In Clause "(A) Purpose of Scheme" the word "Section 230/233 the companies Act, 2013 and other applicable provisions of the Companies Act, 2013" should be replaced with word "section 233 of the companies Act, 2013 and companies (Compromises, Arrangements and Amalgamations) Rules, 2016."
2. Clause No. 1.2 of scheme should be amended as 'Appointed Date' means 01/04/2017 or date on which scheme sanctioned by the Regional Director (North West Region) or NCLT, as the case may be." Further, Appointed date should be in conformity with provision of section 232(6) of the Companies Act, 2013.
3. Clause 4 of the scheme transfer and vesting of the undertaking of the transferor company to transferee Company pursuant to provision of section 233(9)(a)(b)(c) of the Companies Act, 2013.
4. The Companies Involved in the scheme is required to comply with the provision of section 233(1)(c) of the Companies Act, 2013 for deduction of solvency before sanction of the scheme.
5. Certificate from the Auditor is required to compliance of provision of section 133 of the Companies Act,2013 before sanction of the scheme.
6. The Company is required to submit a copy of the scheme agreed by the members and creditors along with report of scrutinizer and minutes of the meeting and copy of the scheme is also to be filled with the Registrar Of Companies, Gujarat in Form No. CAA.11 with form No. GNL-1 and submit the same to this office.
7. Following lines should be incorporated in clause 17 of Scheme that "the companies involved in the Scheme may also implement the scheme by following the procedure as mentioned under Rule 25(8) of Companies (Compromises, Arrangements and Amalgamations) Rules,2016."
8. The Petitioner Companies to ensure statutory compliance of all applicable laws, and shall not be absolved from any of its statutory liability, in any manner on sanctioning the scheme.
9. The Petitioner Companies is required to submit report of result of the meeting as per provision of Rule 25(4) (a) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

The said suggestions has been duly incorporated in the Scheme of Merger being circulated along with the present Notice.

FORM NO. CAA.10

[Pursuant to section 233(1)(c) and rule 25(2)]

DECLARATION OF SOLVENCY

- 1 (a) Corporate identity number (CIN) of company : L99999GJ1986PLC083614
(b) Global location number (GLN) of company:-----
- 2 (a) Name of the Company: Munoth Capital Market Limited
(b) Address of the registered office of the company: Shanti Nivas, Opp. Shapath -V, Nr. Karnavati Club, S.G.f Ahmedabad - 380058 , Gujarat , India
(c) E-mail ID of the Company : nayan.modi@munoth.com
- 3 (a) Whether the company is listed: listed
(b) If listed, please specify the name(s) of the stock exchange(s) where listed: Bombay Stock Exchange(BSE)
- 4 Date of Board of Director's resolution approving the scheme : 25th October , 2017

Declaration of solvency

We, the directors of M/s Munoth Capital Market Limited do solemnly affirm and declare that we have made a full enquiry in to the affairs of the company and have formed the opinion that the company is capable of meeting its liabilities as and when they fall due and that the company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append an audited statement of company's assets and liabilities as at 31st March, 2017 being the latest date of making this declaration.

We further declare that the company's audited annual accounts including the Balance Sheet have been filed up to date with the Registrar of Companies, Gujarat for the financial year ended on 31/03/2017.

Signed for and behalf of the board of directors

- 1 Signature :
Name : Shantilal Misrimal Jain
Chief Financial Officer
- 2 Signature :
Name : Sidharth Shantilal Jain
Chief Executive Officer

Date : 02/01/2018

Place: Ahmedabad

Verification

We solemnly declare that we have made a full enquiry into the affairs of the company including the assets and liabilities of this company and that having done so and having noted that the scheme of amalgamation between Munoth Retail Private Limited and Munoth Capital Market Limited is proposed to be placed before the shareholders and creditors of the company for approval as per the provisions of sub-section of (1) of section 233 of the Companies Act, 2013, we make this solemn declaration believing the same to be true.

Verified this day the:

1. Signature:

Name : Shantilal Misrimal Jain
Director and CFO

2. Signature :

Name : Siddharth Shantilal Jain
Director and CEO

Solemnly affirmed and declared at Ahmedabad the 2nd day of January, 2018 before me.

Attachments:

- a) Copy of board resolution
- b) Statement of assets and liabilities
- c) Auditor's report on the statement of assets and liabilities

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF MUNOTH CAPITAL MARKET LIMITED HELD ON WEDNESDAY, 25TH OCTOBER, 2017 AT THE REGISTERED OFFICE OF THE COMPANY AT SHANTI NIVAS, OPP. SHAPATH - V, NR. KARNAVATI CLUB, S.G.ROAD, AHMEDABAD-380058 AT 11.00 A.M.

“RESOLVED THAT pursuant to the provisions of Sections 230/233 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 (including any statutory modification(s) or re-enactment(s) thereof); SEBI (Listing obligations and Disclosures requirements) regulations, 2015 and SEBI Circular No. CFD/DIL3/CIR/2017/21 dated 10th March, 2017, subject to applicable provisions of the Memorandum and Articles of Association of the Company and subject to compliance with all applicable laws and regulations and approval of the shareholders or/and creditors and receipt of all relevant corporate, regulatory, governmental, judicial approvals and third party consents and based on the recommendations of the Audit Committee of the Company, a scheme of Merger of Munoth Retail Private Limited with the company in terms of the draft placed before this meeting and duly initialed by the chairman for the purpose of its identification, be and is hereby considered and approved for the merger by way of transfer of the Undertaking (as defined in the scheme) of its wholly owned subsidiary Company i.e. Munoth Retail Private Limited with the Company with effect from 1st April, 2017 being the appointed date or such other date as may be determined by the Central Government or National Company Law Tribunal.

RESOLVED FURTHER THAT subject to the directions by the Central Government or National Company Law Tribunal, the company do appoint Mr. Shantilal Misrimal Jain (DIN: 00370624), or failing him Mr. Siddharth Shantilal Jain (DIN: 00370650), or such other person as may be directed by Central Government or National Company Law Tribunal as chairman of the Court convened meeting of the shareholders and creditors of the Company.

RESOLVED FURTHER THAT Bombay Stock Exchange Limited is hereby appointed as the Designated Stock Exchange for the purpose of the scheme and for coordinating with the Securities and Exchange Board of India (“SEBI”).

RESOLVED FURTHER THAT Mr. Shantilal Misrimal Jain (DIN:00370624), or failing him Mr. Siddharth Shantilal Jain (DIN: 00370650), Directors of the Company be and are hereby severally authorized to take all the necessary steps for –

- (a) Initiating and complying with the provisions of Companies Act 2013 and more particularly Section 233 of the Companies Act, 2013 and the Rules notified thereunder.
- (b) Issue and filing of notice to the Registrar, Official Liquidator, persons affected by the scheme or such other competent authority for inviting objections or suggestions on the proposed scheme of Merger as provided under Section 233 of the Companies Act as may be required to give effect to the Scheme;
- (c) Filing a declaration of solvency in the prescribed form with the Registrar of the Company as may be required to give effect to the Scheme;
- (d) Seek Directions from the concern authorities for convening or dispensing with meetings of the shareholders and/or creditors for approving the scheme and to sign and file undertakings and other documents as may be required in this regard;
- (e) Finalize and issue the notices for convening the meeting of the shareholders and/or creditors together with the explanatory statement thereto pursuant to the provisions of the Companies Act, 2013 and assent to such alterations, conditions and modifications, if any, in the notices and explanatory statement as may be consider necessary or desirable to give effect to the scheme.
- (f) Take all steps for obtaining approvals and/or consents of the shareholder/creditors of the Company, banks, financial institution and other authorities or entities or agencies as may be required and for that purpose, to initiate all necessary actions and to take other consequential steps as may be required from time to time in that behalf.
- (g) Finalize and settle the Scheme;
- (h) For the above purposes to appoint solicitors, advocates, attorneys, company Secretaries, advisors, valuers, auditors, accountants or such other person as may be required in relation to or in connection with the scheme, on such terms and conditions as they may deem fit.
- (i) Obtaining approval/consent from such other authorities and parties including the shareholders, term loan lenders, financial institutions, as may be considered necessary, to the said Scheme;
- (j) To settle any question/issue or difficulty that may arise with regard to the implementation of the above Scheme, and to give effect to the above resolution;
- (k) To make any alterations/changes to the Scheme as may be expedient or necessary for satisfying the requirements or conditions imposed by Central Government or other competent authority which does not materially change the substance of the Scheme;

- (l) To swear and depose affidavits;
- (m) To sign all applications, pleadings, reports, petitions, vakalatnama, public advertisements, notices and other documents, relating to the Scheme; and
- (n) To do all acts and things as may be considered necessary and expedient in relation to approval sanction and implementation of the Scheme thereto.

RESOLVED FURTHER THAT the copies of the foregoing resolutions certified to be true copies by any one of the above mentioned authorized persons be furnished to all concerned as may be necessary and they be requested to act thereon.”

For, Munoth Capital Market Limited.

Siddharth Jain
Director and CEO
DIN : (DIN: 00370650)
Date: 25/10/2017
Place: Ahmedabad

ANNEXURE

Statements of assets and liabilities as at 31st March, 2017

Munoth Capital Market Limited

Sr. No.	Particular	Book Value (INR)	Estimated Realizable Value (INR)
	Assets		
1	Balance at Bank	2,57,57,067	2,57,57,067
2	Cash in hand	1,16,448	1,16,448
3	Marketable Securities	0	0
4	Bill Receivables	0	0
5	Trade Debtors	58,184	58,184
6	Loans & Advances	5,78,10,159	5,78,10,159
7	Unpaid calls	0	0
8	Stock-in-trade	0	0
9	Work in progress	0	0
10	Freehold Property	0	0
11	Leasehold Property	0	0
12	Plant and Machinery	1,29,431	1,29,431
13	Furniture, fittings,utensils, ect	99,821	99,821
14	Investments other than marketable securities	8,99,990	8,99,990
15	KKC @0.5%on ST	0	0
16	Service Tax Received on Expenses		
	TOTAL	8,48,71,100	8,48,71,100
	Liabilities		
1	Secured on specific assets	39,42,313	39,42,313
2	Secured by floating charges(s)	0	0
3	Estimated cost of liquidation and other expense including interest accruing until payment of debts in full	0	0
4	Unsecured creditors(amounts estimated to rank for payment)	0	0
	(a) Trade Accounts	0	0
	(b) Bills Payable	0	0
	(c) Accrued Expenses	1,74,725	1,74,725
	(d) Other Liabilities	2,49,680	2,49,680
	(e) Loans		
	TOTALS	43,66,718	43,66,718
	Estimated Surplus After Paying		8,05,04,382

Note: As we are not technical expert to certify realizable value of immovable properties (including rights in immovable properties) book value of such assets are considered as net realizable value for the purpose of this certificate.

Total estimated value of assets Rs.	8,48,71,100
Total Liabilities Rs	43,66,718
Estimated Surplus After Paying Debts in Full Rs.	8,05,04,382

Remark : Nil	<p>For MUNOTH CAPITAL MARKET LTD</p> <p>Signature Name: Shantilal Misrimal Jain. Director (DIN 00370624)</p>
	<p>For MUNOTH CAPITAL MARKET LTD</p> <p>Signature Name: Siddharth Shantilal Jain. Director. (DIN 00370650)</p>

Place: Ahmedabad

Date: 02/01/2018

AUDITOR CERTIFICATE

To,
The Board of Directors,
Munoth Capital Market Limited
Shanti Nivas, Opp. Shapath - V,
Nr. Karnavati Club, S.G.Road,
Ahmedabad-380058.

We understand that the company has entered into the scheme of merger in accordance with Section 233 and other applicable provisions of the companies act, 2013 (the Act). The scheme of merger involves the merger of Munoth Retail Private Limited with and into Munoth Capital Market Limited. Section 233(1)(c) of the act read with rule 25(2) of the companies (compromises, Arrangements and amalgamations) Rules, 2016 requires the transferor and transferee company to File a declaration of solvency with the registrar of companies in form CAA-10. Form CAA-10 is required to be accompanied with a statement of assets and liabilities along with auditor's report on the same.

The company's Board of Directors is responsible for the preparation of statement of assets and Liabilities. Our responsibility is to provide a report on such statement. We have considered the Statement of assets and liabilities as on 31st March, 2017 in accordance with the applicable Standards on auditing specified under section 143(10) of the Act.

In our opinion, to the best of our information and according to the explanations given to us, the Statement of assets and liabilities provided in its conformity with the accounting principles generally accepted in India and the book value as well as the estimated realisable value of the assets is in excess of the liabilities of the company.

For, Vijay R Tarter & Co
Chartered Accountants

CA Suresh G Kothari
Partner
(M. NO. 47625)
Place: Mumbai
Date :04/01/2018

**SCHEME OF MERGER OF
MUNOTH RETAIL PRIVATE LIMITED (“TRANSFEROR COMPANY”)
WITH
MUNOTH CAPITAL MARKET LIMITED (“TRANSFEEE COMPANY”)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

PREAMBLE

(A) PURPOSE OF SCHEME

(1) This scheme of arrangement is presented under Sections 230 of the Companies Act, 2013 and Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 other applicable provisions of the Companies Act, 2013 (including any statutory notifications (s) or re-enactments (s) thereof) for the transfer of the undertaking (as defined hereunder) of Munoth Retail Private Limited (“Transferor Company”) to Munoth Capital Market Limited (“Transferee Company”).

(2) In addition, this scheme of merger also provides for various other matters consequential or otherwise integrally connected herewith.

(B) RATIONALE

(1) The Transferor Company is a wholly owned subsidiary of the Transferee Company and is engage in the business as a retailer of Readymade Garments, its accessories and other ancillary products in India and outside India.

(2) The Transferee Company is primary engage in the business of to acquire, underwrite, hold and sell shares, stocks, debenture, debenture stocks, bonds, obligations and securities issued or guaranteed by any company constituted and carrying on business in India and elsewhere .

To carry on the business of trading in shares, securities, debentures, bonds, mutual fund instruments, Government securities, debt instruments, commodities, any derivative products in shares, securities, commodities for the benefit of customers and for that purpose to obtain the membership as broker of any recognized stock exchanges, commodities exchanges, facilitating, trades and clearing /settlement of trades in spots, in futures and in derivatives of all the commodities, articles, goods, merchandise, shares and securities.

(3) A consolidation of the Transferor Company with Transferee Company by way of Merger would thereby lead to a more efficient utilization of capital for enhanced development and growth of the consolidated business in one entity.

(4) The scheme is commercially and economically viable and feasible and is in fact fair and reasonable.

(5) The proposed scheme will result in administrative and operational rationalization, organizational efficiencies, reduction in overheads and other expenses and optional utilization of various resources. It will prevent cost duplication and the resultant operations would be substantially cost-efficient. The synergies created in terms of compliance, governance, administration and cost by the merger would increase operational efficiency and integrate business functions.

(6) Since, two of the key Managerial Personnel of the Transferee Company are the Directors of the Transferor Company, the proposed merger will reduce managerial overlaps, which are necessarily involved in running two entities.

(7) Greater efficiency in cash management of the merged entity, and unfettered access to cash flow generated by the combined business which can be deployed more efficiency and which would result improved performance of the Transferee Company and would enhance shareholders’ value.

(C) GENERAL

This Scheme is divided into the following parts:

- a) Part I, which deals with definitions and share capital;
- b) Part II, which deals with the scheme of Merger ;
- c) Part III, which deals with other terms and conditions applicable to the Scheme.

PART I

DEFINITIONS & SHARE CAPITAL

1. DEFINITIONS :

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

- 1.1. **“Act”** or **“The Act”** means the Companies Act, 2013 read with Companies (Compromise, Arrangements and Amalgamation) Rules, 2016 or any statutory modification or re-enactment thereof.
- 1.2. **“Appointed Date”** means 01/04/2017 or date on which scheme sanctioned by the Regional Director (North Western Region) or NCLT ,, as the case may be”. Further, Appointed date should be in conformity with provision of section 232(6) of the Companies Act , 2013
- 1.3. **“Board of Directors”** or **“Board”** in relation to other company and the transferee Company shall include a committee of directors thereof.
- 1.4. **“Effective Date”** means the date on which certified copies of the Order passed by the Central Government or National Company Law Tribunal, sanctioning the scheme or Order of confirmation under Section 233 are filed with the Registrar of Companies, Gujarat at Ahmedabad after obtaining the consents, approvals, permissions, resolutions, agreements, sanctions and orders by the Transferor Company and Transferee Company, References in this scheme to date of “coming into effect of this scheme “ or “upon the scheme becoming effective” and other similar expressions mean the effective date.
- 1.5. **“Encumbrances”** means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever and the term "Encumbered" shall be construed accordingly.
- 1.6. **“Munoth Capital Market Limited”** (MCML) or **“Transferee Company”** a Company incorporated under the provisions of the Companies Act, 1956 (having CIN L99999GJ1986PLC083614) and having its registered office at Shanti Nivas Opp. Shapath V, Near Karnavati Club, S.G. Road, Ahmedabad - 380058 in the state of Gujarat.
- 1.7. **“Munoth Retail Private Limited”** (MRPL) or **“Transferor Company”** a Company incorporated under the provisions of the Companies Act, 1956 (having CIN : U52100GJ2012PTC070467) and having its registered office at Shanti Nivas Office, Opp. Anand Dham Jain Mandir, Nr. Karanavati Club, S.G. Road , Ahmedabad - 380058 in the state of Gujarat.
- 1.8. **“Regional Director”** (RD) means Regional Director of North Western Region having jurisdiction over the transferor and Transferee Company.
- 1.9. **“Registrar of Companies”** (ROC) means Registrar of Companies, Gujarat, Dadra and Nagar Haveli.
- 1.10. **“Scheme”** of **“The Scheme”** or **“This Scheme”** means this Scheme of Merger in its present form submitted to the Central Government or National Company Law Tribunal, Ahmedabad or Registrar of Companies or Official Liquidator for its sanction with or without any modification(s) as may be directed.
- 1.11. **“Tribunal”** shall mean the National Company Law Tribunal, Ahmedabad as constituted by the Central Government under the Companies Act, 2013, as amended from time to time.
- 1.12. **‘Undertaking’** means and includes the entire business and whole of the undertakings of the transferor Company as a going concern, all its assets, liabilities, rights, licenses and powers and all its debts, outstanding, duties and obligations as on the Appointed Date and without prejudice the generality of the foregoing clause the said undertaking include :
 - (i) All the assets, properties, business and commercial rights or any other assets of the Transferor Company, whether appearing in the Financial Statement or not, as on the Appointed Date. (hereinafter referred to as “the said Assets”)
 - (ii) All debts (secured and unsecured), present or future liabilities including contingent liabilities, duties and obligations of the transferor company along with charge, encumbrance, lien or security thereon, whether appearing in the Financial Statement or not, as on the Appointed date (hereinafter referred to as “the said debts”)
 - (iii) All permits, quotas, rights, licences, approvals, consents, privileges, all other rights, entitlements, lease rights, powers and facilities of every kind, nature, description whatsoever, right to use and avail of telephones, telexes, facsimile connections, e-mail connections, communication facilities and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with the transferor Company.
 - (iv) All agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, claims, lease, tenancy rights, liberties, special status and other benefits of any guarantees, special status and other benefits or privileges or claims to any patents, trademarks, design, quota rights,

engagements, arrangements, authorities, allotments, security arrangements, benefits guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Companies' business activities and operations.

(v) All pre-qualifications, rights to use the work experience, qualifications, capabilities, legacies and track record with Government/Non Government agencies/bodies, contracts with clients and with vendors (including technical parameters, past performance, track record, financials etc.) of the Transferor Company, acquired by reason of the completion of various projects and works, certificates of completion of projects or works issued by the clients and the right to use all there for qualifying for any tender or project that may be issued at any times.

(vi) All records, files, papers, information, software licenses, drawings, computer programmes, manuals, data, catalogues, quotations, sales, advertising materials, list of present and future customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form.

(vii) Amount claim by the transferor Company whether or not so recorded in the books of account of the transferor Company from any government authority under any law, act or rule in force, as refund of any tax, duty, cess or any excess payment.

(viii) All employees of the transferor Company and all other obligations of whatsoever kind, including liabilities in respect of employees of the transferor Company with regard to payment of gratuity, provident fund or compensation, if any, etc.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, SEBI (Listing Obligations and Disclosure Requirements) Rules, 2015, the Depositories Act, 1996, Income Tax Act, 1961 and other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

References to clauses and recitals, unless otherwise provided, are clauses and recitals of and to this scheme.

The headings herein shall not affect the construction of the scheme.

The singular shall include the plural and vice versa and references to one gender include all genders.

In phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

References to a person include any individual, firm, body corporate (whether incorporated or not), government authority, or any joint venture, association, partnership, work council or employee representative body. (Whether or not having separate legal personality)

The annexure, if any, to this scheme shall form integral and inseparable part of the scheme.

2. SHARE CAPITAL OF THE COMPANIES :

The authorized, issued, subscribed and paid-up share capitals of the Transferee Company & Transferor Company are as under:

2.1. The Share Capital of the Transferee Company (MCML) as per the Audited Balance Sheet dated 31.03.2017 is as under:

Authorised Share Capital	Amount (₹)
1,80,00,000 Equity Shares of Rs. 5/- each	90,000,000
Total	90,000,000
Issued, Subscribed and Paid up Share Capital	
89,91,000 Equity Shares of Rs. 5/- each	44,955,000
Total	44,955,000

2.2. The Share Capital of the Transferor Company (MRPL) as per the Audited Balance Sheet dated 31.03.2017 is as under:

<u>Authorised Share Capital</u>	Amount (₹)
90,000 Equity Shares of Rs. 10/- each	9,00,000
Total	9,00,000
<u>Issued, Subscribed and Paid up Share Capital</u>	
90,000 Equity Shares of Rs. 10/- each	9,00,000
Total	9,00,000

3. DATE OF TAKING EFFECT AND OPERATIVE DATE :

The Scheme set out herein in its present form or with any modification(s) and amendment(s) made under Clause 16 of the Scheme shall be effective from the Appointed Date.

PART II - TRANSFER AND VESTING OF THE UNDERTAKING OF THE TRANSFEROR COMPANY TO THE TRANSFEREE COMPANY AS PER PROVISION OF THE SECTION 233 OF THE COMPANIES ACT, 2013.

4. TRANSFER AND VESTING:

4.1. With effect from the appointed date and on the scheme becoming effective, the undertaking of the transferor Company shall pursuant to the sanction of the scheme by Central Government or Tribunal and pursuant to provisions of Section 233 (9)(a)(b)(c) of the Companies Act, 2013 and other applicable provisions, if any, of the Act and without any further Act, instruments, deed, matter or things, as a going concern, be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in the transferee Company so as to vest in the Transferee Company all rights, title and interest pertaining to the Transferor Company.

4.2. All movable assets and properties of the Transferor Company including cash in hand and capable of being transferred by physical delivery or by endorsement and delivery shall be so delivered and endorsed by the Transferor Company to the Transferee Company, without the need to execute any separate instrument, to the end and intent that such property and benefits therein passes to the Transferee Company.

4.3. In respect of any assets of the Transferor Company other than those mentioned in sub clause 4.2. above, including actionable claims, outstanding loans and advances recoverable in cash or kind or for value to be received and deposits with the Government, Semi Government, local and authorities and bodies and customers, the Transferor Company shall if so required by the Transferor Company, and the Transferee Company may, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to sanction of this scheme by Central Government or Tribunal under Section 230/233 of the Companies Act, 2013, the relevant debt, loan advances or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realize the same stands transferred to the Transferee Company and that the appropriate entries should be passed in their respective books to record such changes.

4.4. With effect from the Appointed date, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company as on and after the Appointed date whether provided for or not in the Books of Accounts of the Transferor Company, and other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or upto the day of the Appointed date shall, pursuant to the order of the Central Government or Tribunal without any further act or deed be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become from the Appointed date the debt, liabilities, contingent liabilities duties and obligation of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.

4.5. Where any such loan raised, liabilities, duties, obligations of the Transferor Company as on the appointed date have been discharged or satisfied by the transferor Company after the appointed date and prior to the effective date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.

4.6. All taxes (including but not limited to income tax, sales tax, excise duty, Service tax, VAT, tax deducted at source, MAT, any tax credits, securities transaction tax, etc.) paid or payable by or refundable to the Transferor Company, including all or any refunds or claims shall be treated as the tax liability or refunds/claims, etc. as the case may be, of the transferee Company in respect of the operations and/or the profits of the business after the appointed date shall be deemed to be the corresponding item paid by or refunded to the Transferee Company and shall in proceedings, be dealt with accordingly. Further, any tax incentives, advantages, privileges, exemptions, benefits, credits, holidays, remissions, reductions, etc. as would have been available to the Transferor Company, shall upon the scheme being effective, be available to the Transferee Company.

4.7. All the profits, incomes, taxes (including advance tax, tax deducted at source and MAT credit) or any cost, charges, expenditure accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purposes be treated and deemed to be accrue from the Appointed date as the profits or income, taxes (including tax, losses, MAT credit) costs, charges, expenditure or losses of the Transferee Company, as the case may be.

4.8. For avoidance of doubts and without prejudice to the generality of the foregoing, it is clarified that upon coming to the effect of the scheme and with effect from the Appointed date, in accordance with the relevant laws, consents, permissions, licenses, registration, certificates, authorities (including operation of bank accounts), power of attorneys given by, issued to or executed in favour of the transferor Company, and rights and privileges under the same, in so far as it relates to the transferor Company and all domain name, brands, trade secret, product registration and other intellectual properties, if any, and all other interest relating to the goods or services being dealt by the Transferor Company, shall without any further act or deed be transferred to and vested in the Transferee Company on the same terms and conditions as were applicable to the Transferor Company immediately prior to the coming into effect of this scheme.

4.9. If any proceedings of whatsoever nature, by or against the Transferor Company be pending, the same shall not be abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued prosecuted and enforced by or against the Transferor Company if this scheme had not been made.

4.10. Subject to other provisions contained in this scheme, all contracts, deed, bonds, agreements, and other documents and instruments of whatsoever nature to which the transferor Company is party or subsisting or having effect immediately before the merger shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party thereto.

5. ACCOUNTING TREATMENT OF THE MERGER IN THE BOOKS OF THE TRANSFEEE COMPANY :

5.1. Upon the scheme becoming effective, the transferee Company shall account for the merger in its books of accounts as under :

a. The accounting shall be on the basis of the "Pooling of Interest Method" for the purpose of Merger as stated in the applicable accounting standard (AS) or Indian Accounting Standards (IND AS) as notified under section 133 of the Companies Act, 2013.

b. With effect from the Appointed date and upon the scheme becoming any tax credits, tax receivables, advance/prepaid taxes, taxes deducted at source and losses of the Transferor Company shall be treated as the tax credits, tax receivables, advance/prepaid taxes, taxes deducted at source and losses of the Transferee Company as on the Appointed date and the Transferee Company shall be entitled to claim in tax returns or in the statutorily prescribed manner the tax credits, tax receivables, advances, prepaid taxes, taxes deducted at source and set-off/carry forward the losses of the Transferor Company and to revise its tax returns and including loss, related tax deduction certificates and to claim refund, advance tax credits, tax receivables, etc. accordingly.

c. All assets, liabilities including reserves, of the Transferor Company shall be recorded in the books of accounts of the Transferee Company at their existing carrying amounts and in the same form. The identity of the reserves shall be preserved and shall appear in the financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the Transferor Company.

d. In case of any differences in accounting policies of the Transferor Company and Transferee Company, the impact of the same till the Appointed date will be quantified and adjusted in the “Surplus in Profit & Loss” account of the Transferee Company to ensure that the Financial Statements of the Transferee Company reflect the financial position of the Transferor Company on the basis of the consistent accounting policy and in conformity with applicable standards including the Indian Accounting Standard 103 (IND AS 103) “Business Combination” as notified by Ministry of Corporate Affairs.

e. Upon coming into the effect of this scheme, to the extent that there are inter Company loans, advances, deposits, balances or other obligations between the Transferor Company and the Transferee Company, the obligation in respect thereof will come to end and corresponding effect shall be given in the books of accounts and records of the Transferee Company for reductions of any assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of such inter Company loans, deposits or balances, with effect from the appointed date.

f. The difference between the net assets (assets less liabilities) and reserves of the Transferor Company transferred to the Transferee Company, after making the adjustments as mentioned in this scheme above shall be adjusted in the reserves.

6. COMBINATION OF AUTHORISED SHARE CAPITAL :

6.1. Upon coming into effect of the scheme and with effect from the appointed date, the authorized share capital of the Transferee Company shall automatically stand increase by the authorized share capital of the transferor company without any further act or deed on the part of the Transferee Company including payment of stamp duty and Registrar of Companies Fees. Thus the authorized share capital of the Transferor Company shall combined with authorized capital of the Transferee Company and Memorandum of Association and Article of Association of the Transferee Company shall stand amend accordingly without any further act or deed on the part of the Transferee Company. The order of sanctioning the present scheme is passed by the Central Government or NCLT if any under Section 233 (3) & (7) of the Companies Act, 2013 and upon passing of such order there is no need to comply with separately provision of Section 64 of Companies Act, 2013. The Authorized share capital of the Transferee company, post such increase, shall be as under:

Authorised Share Capital	Amount (₹)
1,81,80,000 equity shares of Rs. 5/- each	9,09,00,000
Total	9,09,00,000

6.2. The Capital Clause V of the Memorandum of Association of the Transferee Company be substituted by the following clause:
Clause V of the Memorandum of Association :

“The Authorised share capital of the company is Rs. 9,09,00,000/- (Rupees Nine Crore Nine Lacs Only) divided into 1,81,80,000 (One Crore Eighty One Lacs Eighty Thousands) equity shares of Rs. 5/- each.”

6.3. It is clarifies that the Transferee Company, for the purpose of combination/increase in authorized share capital and consequent amendment in Memorandum of Association of the Transferee Company, shall not require to pass separate resolution under provisions of section 13 or any other applicable provisions of the Companies Act, 2013. It is further clarifies that the consent of the members of the Transferee Company to the scheme shall be deemed to be consent for combination/increase of the authorized share capital and consequent amendment in the Memorandum of Association of the Transferee Company as require under provisions of section 13 or any other applicable provisions of the Companies Act, 2013. The Transferee Company shall file with the Registrar of the Companies, Gujarat all requisite forms and complete the compliance and requirements under Act, if any.

7. NO ISSUE OF SHARES AND CANCELLATION OF ENTIRE SHARE CAPITAL OF THE TRANSFEROR COMPANY :

7.1. As the Transferor Company is wholly owned subsidiary of the Transferee Company, on the scheme coming into effect, no shares of the Transferee Company shall be issued and allotted by the Transferee Company either to itself or its nominee or to the shareholders of the Transferor Company.

7.2. Upon the scheme coming into effect, the entire share capital including the authorized share capital, issued, subscribed and paid up share capital of the Transferor Company shall stand automatically cancelled without any further deed or act. The Transferee Company and its Nominee shareholders holding shares in Transferor Company will not received any payment or other consideration pursuant to cancellation of shares of the Transferor Company.

7.3. Also upon coming into effect this scheme, the share certificates, if any, and /or the shares /depository receipts in any electronic forms representing the shares held by the Transferee Company in the Transferor Company shall be deemed to be cancelled without any further deed or act for cancellation thereof by the Transferee Company.

8. ALTERATION OF MAIN OBJECTS CLAUSE OF MEMORANDUM OF ASSOCIATION OF THE TRANSFEEE COMPANY :

8.1. Upon this Scheme becoming effective, the Object Clause of Memorandum of Association of Transferee Company will be altered and amended by inserting following new sub-clause 3 immediately after the existing sub - clause 2 under Clause III(A) of the Memorandum of Association of Transferee Company:

“To carry on the business as retailer of Readymade Garments, its accessories and other ancillary products in India and outside India.”

8.2. The above shall be effected as an integral part of the Scheme and shall be deemed to be in due compliance of the applicable provision of the Act, the consent of the shareholders to the Scheme shall be deemed to be sufficient compliance under the Act and for the purposes of effecting this amendment, and no further resolution(s) under Sections 16 and 17 or other applicable provisions of the Act would be required to be separately passed.

9. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS :

9.1. Subject to the other provisions contained in the Scheme, all contracts, deeds, bonds, debentures, agreements with Central Government, State government, semi government agencies, Insurance Companies and other instruments of whatever nature to which the Transferor Company is party, subsisting or having effect immediately before the effective date shall remain in full force and effect against or in favour of Transferee Company, as the case may be, and shall be enforced as fully and as effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

9.2. It is clarified that in case of any such instruments including contracts, deeds, bonds, debentures etc, wherever required, the Transferee Company shall amend or modify such instrument etc, as may be appropriate, by appending, attaching or affixing thereto such addendum, stickers, papers, supplementary modification deeds etc with or without affixing the Common Seal of the Company, to denote and signify the Transferee Company as a party thereto stepping instead and in place of the Transferor. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

10. LEGAL PROCEEDINGS :

10.1. If any suit, writ petition, appeal, revision or other proceedings of whatever nature (hereinafter called “the Proceedings”) by or against a Transferor Company be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or of anything contained in the Scheme, but the Proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against any of the Transferor Company as if the Scheme had not been made. On and from the effective date, the Transferee Company shall and may initiate any legal proceedings for and on behalf of the Transferor Company.

11. STAFF, WORKMEN AND EMPLOYEES OF TRANSFEROR COMPANY :

All the staff, workmen and other employees in the service of the Transferor Company immediately before the transfer of the Undertaking under the Scheme shall become the staff, workmen and employees of the Transferee Company on the basis that –

11.1. Their service shall be continuous and shall not be interrupted by reason of the transfer of the Undertaking;

11.2. The terms and conditions of service applicable to the said staff, workmen or employees after such transfer shall not in any way be less favorable to them than those Applicable to them immediately before the transfer; and

11.3. It is expressly provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or any other Fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with provisions of such Funds as per the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees of the Transferor Company under such Funds and Trusts shall be protected. It is clarified that the services of the employees of the Transferor Company will also be treated as having been continuous for the purpose of the aforesaid Funds or provisions.

12. CONDUCT OF BUSINESS UNTILL EFFECTIVE DATE :

With effect from the Appointed Date, the Transferor Company:

12.1. shall carry on and be deemed to carry on all their business and activities and stand possessed of their properties and assets for and on account of and in trust for the Transferee Company and all the profits and incomes accruing or arising to the Transferor Company or losses or expenditure arising or incurred by it shall, for all purposes and intents, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses of the Transferee Company as the case may be;

12.2. Hereby undertake to carry on their business until the Effective Date with reasonable diligence and shall not, without the written consent of the Transferee Company, alienate charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of their business;

12.3. shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business; and

12.4. shall not, without the written consent of the Transferee Company, undertake any new business.

13. SAVING AND CONCLUDED TRANSACTIONS :

13.1. The transfer of assets and liabilities forming part of or relating to the undertaking of the transferor Company under clause 4 above, the continuance of proceedings under clause 10 above and effectiveness of contracts and deeds under 9 above, shall not affect any transactions or proceedings already concluded by the transferor Company, on or before the Effective Date or on or after Appointed Date to the end and intent that the transferee Company adopts and accepts all acts, things done and executed by the transferor Company, in respect thereto, as if done and executed on its behalf.

14. DISSOLUTION OF TRANSFEROR COMPANY :

14.1. The Transferor Company shall be dissolved without following the process of winding up under sub-section (8) of section 233 of the Companies Act, 2013.

14.2. On registration of order of Central Government or NCLT approving the scheme, the name of the Transferor Company shall be struck off from the records of Registrar of Companies, Gujarat.

15. NOTICE/APPLICATION TO REGISTRAR, CENTRAL GOVERNMENT AND OFFICIAL LIQUIDATOR:

15.1. The Transferor Company and The Transferee Company shall, with all reasonable dispatch, make applications/petitions to the Central Government or Tribunal or any other competent authority, as may be applicable, for sanction of the scheme of Merger for transfer and vesting of the undertaking of the Transferor Company to the Transferee Company, under section 233 of the Companies Act, 2013 and other provisions of the Act and for dissolution of the Transferor Company without being wound up and all ancillary or incidental thereto.

PART-III - OTHER TERMS AND CONDITIONS

16. MODIFICATIONS/AMENDMENTS TO THE SCHEME :

16.1. The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modification or amendment to the Scheme or agree to any terms and/or conditions which Central Government, Registrar of Companies, Gujarat, Official Liquidator or the Tribunal and/or any other authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect.

16.2. For the purpose of giving effect to the Scheme or to any modification thereof, the Board of Directors of the Transferor Company and the Board of Directors of the Transferee Company are hereby authorized to give such directions and/or to take such steps as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

17. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS :

The Scheme is conditional upon and subject to the following:

17.1. The approval to the Scheme by the requisite majorities of the members and creditors (where applicable) of the Transferor Company and the Transferee Company in accordance with provisions of clause (b) & clause (d) of sub-section (1) of section 233 of the Companies Act, 2013.

17.2. The registration of the scheme by Central Government or Registrar under Section 233 of the Companies Act, 2013, in favour of the Transferee Company and Transferor Company.

17.3. The Companies involved in the Scheme may also implement the Scheme by following the procedure as mention under Rule 25(8) of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016.

18. EXPENSES CONNECTED WITH THE SCHEME :

18.1. All costs, charges and expenses of the Transferor Company and the Transferee Company in relation to or in connection with the Scheme and of carrying out and implementing/completing the terms and provisions of the Scheme and/or incidental to the completion of amalgamation of the said Undertaking of the Transferor Company in pursuance of the Scheme shall be borne and paid by the transferee Company.

19. EFFECT OF NON-RECEIPT OF APPROVAL :

19.1. In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/or the Scheme not being registered/sanctioned by Central Government or Tribunal or such other competent authority and/or the Order not being passed as aforesaid before December 31, 2018 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their respective Board of Directors (an which the Board of Directors of the Companies are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation), this Scheme 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 rights and/or liabilities which might have arisen or accrued pursuant or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

20. MISCELLENEOUS :

20.1 Till the event of this Scheme being effective, the Transferor Company and the Transferee Company shall continue to hold their respective Annual General Meeting and other meetings in accordance with the relevant laws and shall continue to comply with all their statutory obligations in the same manner, as if this scheme does not exist.

20.2 Each Company involved in the Scheme should comply with provision of section 233(1)(c) of the Companies Act, 2013.

20.3 The Transferee Company involved in the Scheme comply with the Provision of Section 233 (10) & (11) of the Companies Act, 2013.

MUNOTH CAPITAL MARKET LIMITED

(CIN : L99999GJ1986PLC083614)

Registered Office : Shanti Nivas-Office Building, Opp. Sapath V, Nr. Karnavati Club, S.G. Road,
Ahmedabad-58, Board Line:+91-79-26937954 Email: munoth@gmail.com Website:www.munoth.com

PROXY FORM-MGT-11

[Pursuant to section 105(6) of the Companies Act, 2013 and
rule 19(3) of the Companies (Management and Administration) Rules, 2014]

Name of the Member (s)	
Registered Address:	
E-mail Id:	
Folio No/ Client Id :	

I/ We, being the member(s) of _____ shares of Munoth Capital market Limited, hereby appoint

1. Name: _____ Address: _____
E-mail Id: _____ Signature: _____, or failing him;
2. Name: _____ Address: _____
E-mail Id: _____ Signature: _____, or failing him;
3. Name: _____ Address: _____
E-mail Id: _____ Signature: _____, or failing him;

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Extra ordinary General Meeting of the Company, to be held on Saturday, 24th February, 2018 at 11.00 A.M. at the registered office of the Company at Shanti Nivas, Opp. Shapath - V, Nr. Karnavati Club, S.G.Road, Ahmedabad-380058, Gujarat, India and at any adjournment thereof in respect of such resolutions as are indicated below:

No.	Resolutions	For	Against
Special Business			
	Approval of Scheme of Merger of Wholly owned Subsidiary, Munoth Retail Private Limited with Munoth Capital Market Limited		

Signed this _____ day of _____, 2018

Signature of shareholder _____

Signature of Proxy holder(s) _____

Affix Revenue
Stamp

Note: This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.

MUNOTH CAPITAL MARKET LIMITED

(CIN : L99999GJ1986PLC083614)

Registered Office : Shanti Nivas-Office Building, Opp. Sapath V, Nr. Karnavati Club, S.G. Road,
Ahmedabad-58, Board Line:+91-79-26937954 Email: munoth@gmail.com Website:www.munoth.com

ATTENDANCE SLIP

(To be filled in and handed over at the entrance of the meeting hall)

I hereby record my presence at the Extra ordinary General Meeting of the Company held at Shanti Nivas, Opp. Shapath - V, Nr. Karnavati Club, S.G.Road, Ahmedabad-380058, Gujarat, India on Saturday, 24th February, 2018 at 11.00 A.M.

Full Name of the *Shareholder/Proxy (in Block Letters)	
No. of Shares Held	
Folio No.	
Client ID	
DP ID	

Signature of Shareholder/Proxy

*Strike out whichever is not applicable

Notes:

1. Shareholder/ Proxy intending to attend the meeting must bring the duly signed Attendance Slip to the Meeting and handover at the entrance
2. Shareholder/ Proxy should bring his/her copy of the Notice.

Route Map to the Venue of the Meeting

Address: Shanti Nivas, Opp. Shapath - V, Nr. Karnavati Club, S.G.Road, Ahmedabad -380058, Gujarat, India.

