

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, AT MUMBAI
MISCELLANEOUS APPLICATION NO. OF 2022
IN
COMPANY APPLICATION NO. OF 2022

1. Opulent Trading & Investment Private Limited

A company incorporated under Companies Act, 1956 and existing under Companies Act, 2013 having CIN U65990MH1994PTC081938 and its Registered office at 138/A, Chandawadi, 2 nd Floor, Flat No.15, C.P Tank Road, Mumbai-400004.

2. Golden Metal Private Limited

A company incorporated under Companies Act, 1956 and existing under Companies Act, 2013 having CIN U51420MH2006PTC159445 and its Registered office at Shop No.3, 26/24, Sindhi Lane, Mumbai- 400004

.....Applicant Companies

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Date:

Place:

Adv. Navin Arora

Advocate for Applicant

Add: office No. 601, 6th Floor,

120/122, Modi Street,

Fort, Mumbai – 400001,

M No. 9561980557,

E-mail :navinarora21@gmail.com

Adv Code [I-20815]

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..... Applicant Companies

SYNOPSIS

1. The Transferor Company is engaged in providing distribution services which involves following diverse and distinct business activities: like Distribution of Automobile Parts & other such commodities, Investment in shares, debentures, stocks, bonds issued by various Government/ Quasi Government agencies as well as private companies
2. The Transferee Company is inter alia engaged in the business as Importer, exporter, manufacturer, and distributor of all types of Ferrous And Non-Ferrous metals and a wide variety of components made of such metals.

3. The Board of Directors of the Transferor Company resolved on 8th April 2022 that subject to the requisite sanction inter alia of the Tribunal as may be required under law and permission of other statutory Authorities that may be necessary, the Scheme of Arrangement between Opulent Trading & Investment Private Limited, the Transferor Company and Golden Metal Private Limited, the Transferee Company and their respective shareholders, be filed before the Tribunal.
4. That both the Transferor Company and the Transferor Company will get benefit of synergy, optimum utilization of human resources, expertise and stability of operations and achieve economies of scale through efficient utilization of resources and facilities by the proposed amalgamation will provide opportunities for common funding mechanism which will result in effective management of capital expenditure and working capital and which will reduce duplication of efforts which will confer a competitive advantage on the entire business, and result in achieving higher scales of operation and this proposed amalgamation will strengthen leadership in the industry, in terms of the asset base, revenue, product range, production volumes and market share of the combined entity.
5. The requisite percentage of creditors of Transferor and Transferee Companies has approved the Scheme by way of consent affidavits.
6. Hence, this Application is filed.

Date:
Place:

Adv. Navin Arora
Advocate for Applicant

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, AT MUMBAI
MISCELLANEOUS APPLICATION NO. OF 2022
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1. Opulent Trading & Investment Private Limited

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2. Golden Metal Private Limited

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..... Applicant Companies

List of Dates and Events

Sr. No.	Date	Particulars
1	11.10.1994	The Transferor Company was incorporated under the Companies Act, 1956 under CIN No.U65990MH1994PTC081938.
2	02.02.2006	The Transferee company was incorporated under the Companies Act, 2013 under CIN NoU51420MH2006PTC159445.
3	08.04.2022	Board Resolution passed by the Board of Directors of the Transferor Company for the Scheme of Arrangement
4	08.04.2022	Board Resolution passed by the Board of Directors of the Transferee Company for the Scheme of Arrangement
		Hence, this Application be filed.

5

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, AT MUMBAI
MISCELLANEOUS APPLICATION NO. OF 2022
IN
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Memo of Parties

Opulent Trading & Investment Private Limited

A company incorporated under Companies Act, 1956 and existing under Companies Act, 2013 having CIN U65990MH1994PTC081938 and its Registered office at 138/A, Chandawadi, 2 nd Floor, Flat No.15, C.P Tank Road, Mumbai-400004.

AND

Golden Metal Private Limited

A company incorporated under Companies Act, 1956 and existing under Companies Act, 2013 having CIN U51420MH2006PTC159445 and its Registered office at Shop No.3, 26/24, Sindhi Lane, Mumbai- 400004.

Adv. Navin Arora
Advocate for Applicant

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
BENCH, AT MUMBAI**

COMPANY APPLICATION NO. OF 2022

In the matter of the Companies Act, 2013 (18 of 2013);

AND

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and Rules framed thereunder as in force from time to time;

AND

In the matter of Scheme of Arrangement between Opulent Trading & Investment Private Limited, the Transferor Company and Golden Metal Private Limited, the Transferee Company and their respective shareholders.



1. Opulent Trading & Investment Private Limited

A company incorporated under Companies Act, 1956 and existing under Companies Act, 2013 having CIN U65990MH1994PTC081938 and its registered office at 138/A, Chandawadi, 2nd Floor, Flat No.15, C.P Tank Road, Mumbai-400004.

2. Golden Metal Private Limited

A company incorporated under Companies Act, 1956 and existing under Companies Act, 2013 having CIN U51420MH2006PTC159445 and its registered office at Shop No.3, 26/24, Sindhi Lane, Mumbai- 400004

.....Applicant Companies

COMPANY APPLICATION UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013



A. JURISDICTION OF THE BENCH

1. This is a joint application by the Transferor and Transferee companies in terms of rule 3(2) of the Companies (Compromise, Arrangement, and



Amalgamation) Rules 2016. The Registered Office of both the Applicant Companies are situated in the State of Maharashtra. Therefore, the Applicant Companies declare that the subject matter of the application is within the jurisdiction of the National Company Law Tribunal, Mumbai Bench.

B. FACTS OF THE CASE:

2. Opulent Trading & Investment Private Limited (hereinafter referred as “Transferor Company” or “OTIPL”) was incorporated on 11/10/1994 under the Companies Act, 1956 under CIN No. U65990MH1994PTC081938. The Memorandum and Articles of Association of the Transferor Company is annexed hereto and marked as Annexure A.
3. The Registered Office of the Transferor Company is situated at 138/A, Chandawadi, 2nd Floor, Flat No.15, C.P Tank Road, Mumbai-400004.
4. The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company, as on the 31st of December 2021 is as under:

A. <i>Authorized Share Capital</i>	Amount in Rs.
150,000 Equity Shares of Rs. 10/- each	15,00,000

Total 15,00,000

B. *Issued and Subscribed and Paid up Share Capital*

72,500 Equity Shares of Rs.10 /- each 7,25,000

Total 7,25,000

[Signature]



Main Objects of the Transferor Company

5. The main objects of the Transferor Company are set out in the Memorandum of Association. They are briefed as under:

"primarily engaged in the business of distributors, merchants, traders, stockist, importers, exporters entitlement, and for that purpose buy, sell distribute or otherwise deal in commodities, goods, articles, materials and things of every description and kind including Automobile parts, Ball and Roller bearings, beverages, chemicals, cigarettes cotton cycle parts, electronics goods, fertilisers, Fishing food (Canned or otherwise), Glass material, Liquor Iron and steel, computer parts, hardware, pharmaceuticals, medicines, machineries and equipments, laboratory equipment, building construction materials, Nylon Synthetics, Packing materials, Paper and Pulp products, photographic film and Paper, PVC and Resins, Rubber goods, Tea, Textile Readymade Garments, Timber products, Zipper, Sizing and any other materials, and substances of all types and varieties and their products and byproducts, and compounds of any and every description and kind."

Nature of the Business of the Transferor Company

6. The Transferor Company is engaged in providing distribution services which involves following diverse and distinct business activities:

- (a) Distribution of Automobile Parts & other such commodities
- (b) Investment in shares, debentures, stocks, bonds issued by various Government/ Quasi Government agencies as well as private companies



- 7. Golden Metal Private Limited, (hereinafter referred to as “**the Transferee Company**” or “**GMPL**”) was incorporated on 02/02/2006 under the Companies Act, 2013 under CIN U51420MH2006PTC159445. The Memorandum and Articles of Association of the Transferee Company is annexed hereto and marked as Annexure B.
- 8. The Registered Office of the Transferee Company is situated at Shop No.3, 26/24, Sindhi Lane, Mumbai-400004.
- 9. The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on the 31st day of December 2021 is as under:

A. Authorized Share Capital	Amount in Rs.
70,00,000 Equity Shares of Rs. 10/- each	7,00,00,000
Total	7,00,00,000
B. Issued, Subscribed and paid up Share Capital	
61,76,000 Equity Shares of Rs. 10/- each	6,17,60,000
Total	6,17,60,000



As on date, there is no change in the Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company.

Main Objects of the Transferee Company

- 10. The main objects of the Transferee Company are set out in the Memorandum of Association. They are as under:

“To carry on in India or abroad the business as importers, exporters, marketors and/or distributors, wholesalers, retailers, traders, merchants,



stockists, buyers, sellers, suppliers, manufacturers, indenters, packers, movers, preservers, agents, sub-agents, representatives, commissions agents, brokers, and dealers of all types ferrous and non-ferrous metals, steels, alloy steels, special and stainless steels and of all kinds of castings, the ingots of iron, steel, copper, bronze, lead, aluminium, and other ferrous and non-ferrous ingots and/or of the rollings of bars and rods of iron, steel, copper, brass, bronze, aluminium and other ferrous and non-ferrous metals and/or of the drawings and extrusion of wires, pipes, bars mild steel bars, rods, flats, square from scrap sponge iron, billets, ingots, sheets, plates, loops, rounds and circles including and all other ferrous and non-ferrous metals, special steel, mild steel, bright bars, sections, shaftings and bright steel and all kinds of goods articles manufactured wholly or partly from steel, steel ingots, steel slabs, billets and all kinds and all sizes of ferrous and non-ferrous and steel re-rolled sections.”

Nature of the business of the Transferee Company

11. The Transferee Company is inter alia engaged in the business as Importer, exporter, manufacturer, and distributor of all types of Ferrous and Non-Ferrous metals and a wide variety of components made of such metals.
12. The audited account statements of the Transferor Company for the financial year ending on 31st March 2021 is enclosed hereto and marked as “Annexure - C”. Management certified account statements of the Transferor Company until 31st December 2021 is enclosed herewith and marked as “Annexure - D”.



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13. The audited account statements of the Transferee Company for the financial year ending on 31st March 2021 is enclosed hereto and marked as "Annexure - E". Management certified account statements of the Transferee Company until 31st December 2021 is enclosed herewith and marked as "Annexure - F".

Benefits of the Scheme

- a. Both companies will get benefit of synergy, optimum utilization of human resources, expertise and stability of operations and achieve economies of scale through efficient utilization of resources and facilities.
- b. The proposed amalgamation will provide opportunities for common funding mechanism which will result in effective management of capital expenditure and working capital.
- c. The proposed amalgamation will reduce duplication of efforts which will confer a competitive advantage on the entire business, and result in achieving higher scales of operation.
- d. The proposed amalgamation will strengthen leadership in the industry, in terms of the asset base, revenue, product range, production volumes and market share of the combined entity

Details of Board Resolutions

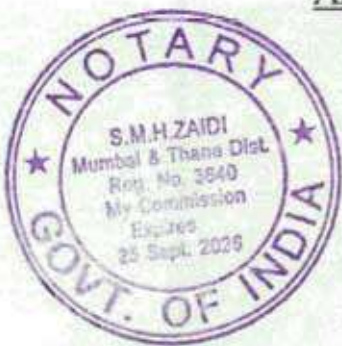
14. The Board of Directors of the Transferor Company resolved on 8th April 2022 that subject to the requisite sanction *inter alia* of the Tribunal as may be required under law and permission of other statutory Authorities that may be necessary, the Scheme of Arrangement between Opulent



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Trading & Investment Private Limited, the Transferor Company and Golden Metal Private Limited, the Transferee Company and their respective shareholders, be filed before the Tribunal, a copy of the Scheme of Arrangement is annexed hereto and marked as Annexure – G. A copy of the Board Resolution passed by the Board of Directors of the Transferor Company on 8th April 2022 is annexed hereto and marked as Annexure – H.

15. The Board of Directors of the Transferee Company resolved on 8th April 2022 that subject to the requisite sanction *inter alia* of the Tribunal as may be required under law and permission of other statutory Authorities that may be necessary, the Scheme of Arrangement between Opulent Trading & Investment Private Limited, the Transferor Company and Golden Metal Private Limited, the Transferee Company and their respective shareholders, be filed before the Tribunal. A copy of the Board Resolution passed by the Board of Directors of the Transferee Company on 8th April 2022, is annexed hereto and marked as Annexure – I.



Salient Features of Scheme

16. The material provisions of the proposed Scheme of Arrangement are as under:

PART C – AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

Transfer and Vesting of the Undertaking

Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme:

C-1. The entire Undertaking of the Transferor Company including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as investments, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives, tax credits, if any and all other rights, title, interest, contracts, consents, approvals or powers of every kind, nature and description whatsoever shall under the provisions of Sections 230 and 232 of the Act and pursuant to the orders of the Tribunal or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, stand transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.

C-2. The liabilities shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by the Transferee Company pursuant to the provisions of Sections 230 and 232 of the Act, so as to become the liabilities of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which, such liabilities have arisen, in order to give effect to the provisions of this Clause.

C-3. **Compliance with Income Tax Act, 1961:**




The provisions of this Scheme as they relate to the amalgamation of the Transferor Company into the Transferee Company have been drawn up to comply with the conditions relating to "Amalgamation" as defined under Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income Tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income Tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

C-4. Legal Proceedings:

Upon coming into effect of this Scheme, all suits, actions, legal, taxation and proceedings of whatsoever nature including proceedings in respect of registrations of any patent, copyright, trademark, service names or marks, or designs (the "Proceedings") by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually as if the same had been pending and/or had arisen by or against the Transferee Company.



C-5. Contracts:

- a. Upon coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, incentives, licenses, engagements, approvals, registrations and assurances and other instruments of whatsoever nature ("Contracts") to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectually as if,



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instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company may, if and wherever necessary, enter into and/or issue and/or execute deeds, writings or confirmations at any time, enter into any tripartite arrangements, confirmations or novation prior to the Effective Date to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

- b. The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novation, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company was a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of Part C of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

C-6. Employees

Upon coming into effect of this Scheme:

- a. All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on such date without any break or interruption in service and on the terms and conditions as to remuneration not less favourable than those subsisting with reference to the Transferor Company as on the said date. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies, and shall not be entitled to avail of any schemes and benefits that are applicable and available to any of the employees of the Transferee Company, unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement,



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if any, entered into by the Transferor Company with any employee of the Transferor Company.

b. With regard to provident fund and gratuity fund or any other special funds or schemes created or existing for the benefit of such employees (hereinafter referred to as the "said Funds") of the Transferor Company, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever relating to the administration or operation of such schemes or funds in relation to the obligations to make contributions to the said Funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds shall become those of the Transferee Company. In the event that trustees are constituted as holders of any securities, trust funds or trust monies, in relation to any provident fund trust, gratuity trust, superannuation trust, welfare trust, or any other such trust existing for the benefit of the employees of the Transferor Company, such funds shall be transferred by such trustees of the trusts of the Transferor Company, to separate trusts and the trustees of the Transferee Company if set up for the same purpose and object and shall be deemed to be a transfer of trust property from one set of trustees to another set of trustees in accordance with the provisions of the relevant labour laws, Indian Trusts Act, 1882, the Income Tax Act, 1961 and relevant stamp legislations, as applicable. In such a case, appropriate deeds of trusts and/or documents for transfer of trust properties shall be executed upon the sanction of the Scheme in accordance with the terms hereof by the trustees of such trusts in favour of the trusts of the Transferee Company so as to continue the benefits of the employees. For this purpose, the trusts created by the Transferor Company shall be transferred/ merged with the respective trust(s) of the Transferee Company and/or continued by the Transferee Company, if permitted by law, failing which the Transferee Company shall establish similar trust ensuring that there is continuity in this regard. The Trustees, including the Board of Directors of the Transferee Company, shall be entitled to adopt such course of action in this regard, as may be



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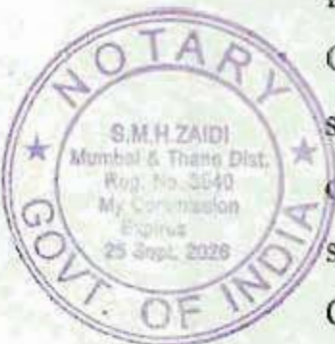
advised, provided however that there shall be no discontinuation or breakage in the service of the employees of the Transferor Company. Notwithstanding the above, the Board of Directors of the Transferee Company, if it deems fit and subject to applicable law, shall be entitled to retain separate trusts/schemes within the Transferee Company for each of the erstwhile trusts/schemes of the Transferor Company.

C-7. Saving of Concluded Transactions:

The transfer of the Undertaking of the Transferor Company, the continuance of proceedings and the effectiveness of contracts as mentioned hereinabove, shall not affect any transaction or Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

C-8. Consideration:

- a. Upon Scheme becoming effective and upon the Undertaking being transferred and vested in the Transferee Company and without any further act, deed or application by the shareholders of Transferor Company, the Transferee Company shall issue and allot 10 (Ten) equity shares of face value of Rs. 10/- each fully paid up in its capital in respect of every 1 equity share of face value Rs. 10/- each fully paid up in the share capital of Transferor Company to the shareholders of Transferor Company in the manner detailed herein. The equity shares to be issued by the Transferee Company to the shareholders of the Transferor Company in accordance with this clause shall be hereinafter referred to as "New Equity Shares".



S. No.	Name of the Shareholders	Number of Equity Shares of the Transferor	Number of Equity Shares to be allotted of the

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		Company (Face Value Rs. 10/- each)	Transferee Company (Face Value Re. 10/- each)
1.	Deepak Kumar Pukhraj Jain	100	1000
2.	Vijay Kumar Pukhraj Jain	100	1000
3.	Vimal Kumar Pukhraj Jain	29,900	299,000
4.	Sevanti Kumar Pukhraj Jain	42,400	424,000
	Total	72,500	725,000

The ratio in which the New Equity Shares are to be issued and allotted to the shareholders of the Transferor Company is herein referred to as the **“Share Exchange Ratio”**.

b. The issue and allotment of the above equity shares to the shareholders of the Transferor Company as provided in the Scheme, is an integral part thereof and shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid down under Section 62 of the Companies Act, 2013 and any other applicable provisions of the Companies Act, 2013, as may be applicable and such other statutes and regulations as may be applicable were duly complied with.

c. Upon the Scheme becoming effective and upon the New Equity Shares being issued and allotted as provided in this Scheme, the equity shares of the Transferor Company shall be deemed to be cancelled. The said equity shares of the Transferor Company held in physical form shall be deemed to have been automatically cancelled without any requirement to surrender the certificates of shares held by the shareholders of the Transferor Company.



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- d. Upon Scheme becoming effective and upon the Undertaking being transferred and vested in the Transferee Company, the 840,000 equity shares held by the Transferor Company in the Transferee Company shall stand automatically cancelled and extinguished, without any further act, deed or application.
- e. The New Equity Shares to be issued and allotted as provided in this Scheme above shall be subject to the provisions of Memorandum and Articles of association of the Transferee Company and shall rank pari- passu in all respects with the equity shares of the Transferee Company after the Effective Date including in respect of dividend, bonus, right shares, voting rights and other corporate benefits.

C-9. Authorized Share Capital of the Transferee Company:

Upon the Scheme coming into effect, the Authorized Share Capital of the Transferor Company i.e. INR 15,00,000 shall be deemed to be added to the Authorised Share Capital of the Transferee Company consisting of without any further act, instrument, or deed or procedure or payment of any stamp duty and registration fees and the Authorised Share Capital of the Transferee Company shall stand increased to INR 7,15,00,000 divided into 71,50,000 equity shares of Rs. 10 each.

It is clarified that the approval of shareholders of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the corresponding capital clause in the Memorandum of Association and Article of Association of the Transferee Company as required under Sections 13, 14, 61, 64 and other applicable provisions of the Companies Act, 2013.



PART D – ACCOUNTING TREATMENT FOR THE AMALGAMATION IN THE BOOKS OF TRANSFEEE COMPANY

D-1. General Accounting Treatment:



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- a. With effect from the Appointed Date and upon the Scheme becoming effective, the Transferee Company shall follow pooling of interest method for the purpose of amalgamation. The unabsorbed depreciation and losses of the Transferor Company, if any, shall be treated as the unabsorbed depreciation and losses of the Transferee Company as on the Appointed Date and the Transferee Company shall be entitled to carry forward the losses and unabsorbed depreciation of the Transferor Company and to revise its tax returns and including any loss, returns, related tax deduction certificates and to claim refund, advance tax credits, etc., accordingly.
- b. With effect from the Appointed Date and upon the Scheme becoming effective, any tax credits, tax receivables, advance/prepaid taxes, taxes deducted at source, the unabsorbed depreciation and losses of the Transferor Company shall be treated as the tax credits, tax receivables, advance/prepaid taxes, taxes deducted at source, the unabsorbed depreciation and losses of the Transferee Company as on the Appointed Date and the Transferee Company shall be entitled to claim in its tax return or in the statutorily prescribed manner the tax credits, tax receivables, advance, prepaid taxes, taxes deducted at source, set-off /carry forward the loses and unabsorbed depreciation of the Transferor Company and to revise its tax returns and including any loss, related tax deduction certificates and to claim refund, advance tax credits, tax receivables, etc., accordingly.
- c. All assets and 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, save and except the items detailed below.



D-2. Treatment of certain individual items:

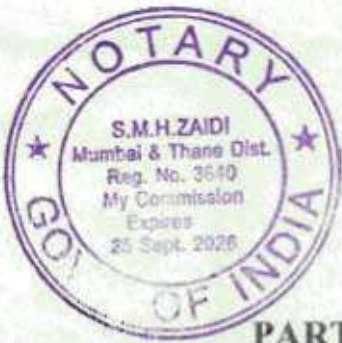
- a. Upon coming into effect of this Scheme and with effect from the Appointed Date, all Assets and Liabilities (includes reserves if any) of the Transferor Company shall be recorded in the books of the Transferee Company at their respective book values as recorded in the books of the



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Transferor Company subject to such corrections and adjustments, if any, as may in the opinion of the Board of Directors of the Transferee Company be necessary or required and to the extent permissible in law.

- b. In case of any difference in accounting policies of the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the "Reserves & Surplus" account of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position of the Transferee Company on the basis of a consistent accounting policy and in conformity with applicable standards including the Accounting Standard 14 (AS14) "Accounting for Amalgamation" laid down by the Institute of Chartered Accountants of India.
- c. 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.



PART E – GENERAL TERMS & CONDITIONS APPLICABLE TO THE ENTIRE SCHEME

E-1. Conduct of Business as and from the Appointed Date till the Effective Date:



a. The Transferor Company shall carry on and be deemed to carry on its business and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company and all profits accruing to the Transferor Company or losses arising or incurred by it shall for all purposes be treated as the profits or losses of the Transferee Company as the case may be.



[Handwritten Signature]

- b. The Transferor Company hereby undertakes to carry on its business until the effective date with reasonable diligence and shall not, without the consent of the Transferee Company, alienate, charge or otherwise deal with the Undertaking or any part thereof except in the ordinary course of its business.
- c. The Transferor Company shall not undertake any new business or any substantial expansion of its existing business or change the general character or nature of its business except with the concurrence of the Transferee Company.

E-2. Dividend:

- a. The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective equity shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date.
- b. The holders of the equity shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends, prior to the Effective Date.
- c. Subject to the provisions of the Scheme, the profits of the Transferor Company, for the period beginning from the Appointed Date, shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit.
- d. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of any of the Transferor Company and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective board of directors of the



Seal

Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.

E-3. Resolutions:

Upon coming into effect of this Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.

E-4. Dissolution of Transferor Company:

Pursuant to the Scheme becoming effective, the Transferor Company shall be dissolved without being wound up, without any further act, deed or instrument.

On and with effect from the Effective Date, the name of the Transferor Company shall be struck off from the records of the appropriate Registrar of Companies. The Transferee Company shall make necessary filings in this regards.

E-5. Application to relevant Tribunal and other Authorities:

The Transferor Company and the Transferee Company shall with all reasonable dispatch, make all applications, petitions under Sections 230 and 232 and other applicable provisions of the Act to the Tribunal, for sanctioning of this Scheme and for dissolution of the Transferor Company without winding up under the provisions of law and obtain all approvals as may be required under law.

E-6. Modification or Amendments to the Scheme:

Subject to the approval of the Tribunal, the Transferor Company and the Transferee Company through their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, are hereby empowered and authorized to assent from time to time to any modifications or amendments to any modifications or conditions or limitations which the Tribunal or any other Government Authority may deem fit to impose and to settle all doubts or difficulties that may arise for carrying out the scheme and to do and execute all acts, deeds, matters and things as may be necessary for putting the Scheme into effect. The power of the Board of Directors of the Transferor Company and the Transferee Company shall be subject to the final approval of the Tribunal.

E-7. Taxes:

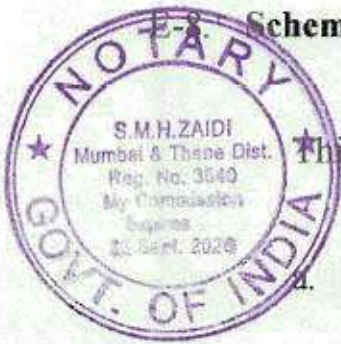
- a. Any tax liabilities under the Income Tax Act, 1961, CGST Act 2017, IGST Act 2017, Customs Act, 1962, Central Excise Act, 1944, State Sales Tax laws, Central Sales Tax Act, 1956, Services Tax, applicable State VAT laws or other applicable laws / regulations dealing with taxes / duties / levies (hereinafter in this Clause referred to as "Tax Laws") allocable or related to the business of the Transferor Company to the extent not provided for or covered by the provision for tax in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation / duties / levies account including advance tax and tax deducted at source (TDS) as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- b. Any refund under the Tax Laws due to the Transferor Company consequent to the assessment made on the Transferee Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.



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- c. All taxes (including income tax, customs duty, service tax, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including, without limitation, GST, custom duty, income tax, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- d. The Transferee Company shall be entitled to tax benefits under Section 72A or any other provision of the Income Tax Act, 1961 towards brought forward losses and unabsorbed depreciation of the Transferor Company, if any, from the taxable profits of the Transferee Company with effect from the Appointed Date. The Transferee Company shall continue to enjoy the tax benefits/concessions provided to the Transferor Company through notifications/Circulars issued by the concerned Authorities from time to time.

Scheme conditional on approval/sanctions:



This Scheme is conditional upon and subject to:

- a. The requisite order/s of the Tribunal referred to in Clause E-5 above being obtained;
- b. Such other sanctions and approvals, including sanctions of any governmental or regulatory authority, creditor, lessor, or contracting party as may be required by law or contract in respect of the Scheme, being obtained; and
- c. The certified copy/copies of the order/s referred to in this Scheme being filed with the Registrar of Companies, Mumbai,



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E-9. The Boards of Directors of the Transferor Company and the Transferee Company shall, upon the conditions being satisfied, or upon waiver of any condition that is capable of being waived, declare the Scheme as having come into effect.

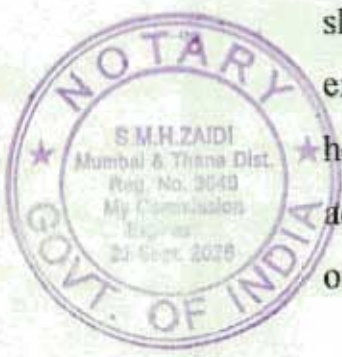
PART F – OTHER TERMS & CONDITIONS

F-1. In the event of any of the said sanctions and approvals not being obtained or waived and/or the Scheme not being sanctioned by the Tribunal, the Scheme shall become null and void, and each party shall bear its respective costs, charges and expenses in connection with the Scheme.

F-2.

a. In the event of this Scheme failing to take effect finally, including without limitation, due to any of the said sanctions and approvals referred to in Clause E-8 above not being obtained and/or complied with and /or satisfied and/or waived and/or this Scheme not being sanctioned by the Tribunal/s and/or order or orders not being passed as aforesaid, this Scheme shall stand revoked/ cancelled and be of no effect and become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or the shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law.

b. Further, the Boards of Directors of the Transferor Company and the Transferee Company, including through or by the respective Delegates shall be entitled to revoke, cancel and declare the Scheme to be of no effect if such Boards of Directors are of the view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on the Transferor Company and/or the Transferee Company.



F-3. If any part or provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme. The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors), (either by themselves or through a committee or authorized officers appointed by them in this behalf), may, in their full and absolute discretion, modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time.

F-4. In the event of non-fulfilment of any or all of the obligations under this Scheme by any party towards any other party inter-se or to third parties and non-performance of which will place the other party under any obligation, then such defaulting party will indemnify all costs and interest to such other affected party.

F-5. All costs, charges, levies and expenses including any taxes and duties of the Transferor Company and Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.



Equity Shareholders

17. It is submitted that the all the shareholders of the Transferor Company and Transferee Company respectively have accorded their approval to the Scheme by way of an affidavit. Enclosed herewith and marked as Annexure - J is a list of shareholders of the Transferor Company. Further, enclosed herewith and marked as Annexure - K is a list of shareholders of the Transferee Company. Affidavits according approval to the Scheme by shareholders of Transferor Company are enclosed herewith and marked as Annexure - L Colly. Affidavits according



approval to the Scheme by shareholders of Transferee Company are enclosed herewith and marked as Annexure – M Colly.

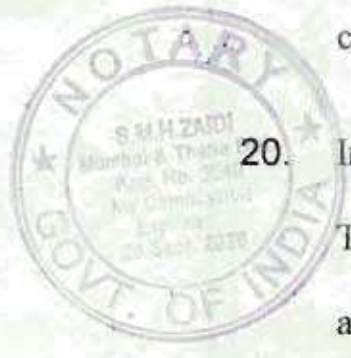
Creditors

18. The only creditors of the Transferor Company are its directors who have given loans to the said company. All of the said creditors of the Transferor Company have accorded approval to the Scheme by way of Affidavits. The list of creditors of the Transferor Company as on 31st December 2021, is annexed hereto and marked as Annexure-N. The copies of consent affidavits by the creditors of the Transferor Company are annexed hereto and marked as Annexure O Colly.

19. The list of creditors of the Transferee Company is annexed hereto and marked as Annexure P. It is submitted that more than 90% of the creditors of Transferee Company have consented to the Scheme by way of consent affidavits. Copies of consent affidavits by creditors of Transferee Company are annexed herewith and marked as Annexure Q colly.

20. In view of the above, requisite percentage of creditors of Transferor and Transferee Companies have approved the Scheme by way of consent affidavits. Therefore, there is no need for a separate meeting of creditors of either company. In any event, the Scheme does not propose any compromise or arrangement with the creditors of either company, and the Scheme does not prejudicially affect their rights in any manner.

21. The Applicant Companies be allowed to present the Petition for sanction of the proposed Scheme of Arrangement for Amalgamation as no prejudice of any nature whatsoever is likely to be caused to any persons



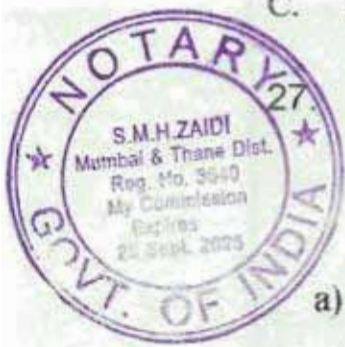
whatsoever if the reliefs as prayed for by the Applicant Company are granted.

22. The Directors of the respective Applicant Companies have no interest in the Scheme save and except to their shareholding, if any.
23. No investigation proceedings against the Applicant Companies under the Companies Act, 2013 or like are pending.
24. There is no winding up petition pending against any of the Applicant Company in any Court or Tribunal in India.
25. The Scheme does not in any way violate, override or circumscribe any provisions of the Companies Act, 2013 and the Rules, Regulations and Guidelines made under the said Act.
26. The Applicant Companies submit that it is expedient at this stage that the Tribunal may give necessary directions as prayed for.

C. Reliefs sought

In view of the facts mentioned above, the Applicant Companies pray for the following reliefs:

- a) This Hon'ble Tribunal be pleased to dispense with the meeting of shareholders of the Applicant Companies, in view of the consent affidavits submitted by all the shareholders Applicant Companies;
- b) This Hon'ble Tribunal be pleased to dispense with the meeting of creditors of the Applicant Companies, in view of the consent affidavits submitted by the creditors of the Applicant Companies;
- c) This Hon'ble Tribunal be pleased to direct the Applicant Companies respectively to issue notice to the concerned Regional Director, Registrar



[Handwritten Signature]

of Companies, Income Tax Authority, GST Department and Official Liquidator regarding the proposed Scheme; and

d) This Hon'ble Tribunal be pleased to pass such other order or directions in the matter as may deem fit and proper in the circumstances of the present case.

D. Particulars of payment of fee for the application made:

28. Particulars of the payment of fees for the application are as follows:

- i. Transaction Reference No : _____
- ii. Date : _____
- iii. Amount of Rs. 5,000/- (Rupees Five Thousand Only)

Date:

For Opulent Trading & Investment Private Limited
(Transferor/ Applicant Company No. 1)

Place: Mumbai

Sevantikumar Pukhraj Jain
Director



For Golden Metal Private Limited
(Transferee/ Applicant Company No. 2)

Mr. Sevantikumar Pukhraj Jain
Director



BEFORE ME

S. M. H. ZAIDI
NOTARY 2018/22
Government of India
Mumbai & Thane Dist.
20 MAY 2022



NOTED & REGISTERED
Sr. No. 529 Page No. 56
Book No. 23 Date 20 MAY 2022

20 MAY 2022

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT MUMBAI**

COMPANY APPLICATION NO. OF 2022

In the matter of the Companies Act, 2013 (18 of 2013);

AND

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and Rules framed thereunder as in force from time to time;

AND

In the matter of Scheme of Arrangement between Opulent Trading & Investment Private Limited, the Transferor Company and Golden Metal Private Limited, the Transferee Company and their respective shareholders.



1. Opulent Trading & Investment Private Limited

A company incorporated under Companies Act, 1956 and existing under Companies Act, 2013 having CIN U65990MH1994PTC081938 and its registered office is situated at 138/A, Chandawadi, 2nd Floor, Flat No.15, C.P Tank Road, Mumbai-400004.

2. Golden Metal Private Limited

A company incorporated under Companies Act, 1956 and existing under Companies Act, 2013 having CIN U51420MH2006PTC159445 and its registered office is situated at Shop No.3, 26/24, Sindhi Lane, Mumbai- 400004

.....Applicant Companies

Affidavit Verifying Application

I, Mr. Sevantikumar Pukhraj Jain, director and authorised signatory of Golden Metal Private Limited CIN U51420MH2006PTC159445 and its registered office at Shop No.3, 26/24, Sindhi Lane, Mumbai- 400004 do solemnly affirm and say as follows:

1. That I am a Director of Opulent Trading & Investment Private Limited, the Transferor Company/Applicant Company No. 1 in the application.
2. That I am also a Director of Golden Metal Private Limited, the Transferee Company/Applicant Company No. 2 in the application.
3. That I have been authorized by both the Applicant Companies to present this Company Application and that I am fully conversant with the facts of the case.
4. That the statements made in paragraphs 1 to 28 of the Company Application herein now shown to me are derived from the records of the Applicant Companies and are true to my



own knowledge, and the statements made in paragraphs 1 and paragraphs 25 are based on information and legal advice, and I believe them to be true.

Solemnly affirmed at Pune on this _____ day of May 2022

Place: Pune

[Signature]
Sevantikumar Pukhraj Jain
Deponent



Before Me

Signature: Witness No. 1

[Signature]

Name: Ramesh P. Sanghvi
Address: 24/26 Sindhi lane, Bombay - 4
Occupation: Business - 19/5/2022
Date: 19/5/2022
Place: Bombay

Signature: Witness No. 2

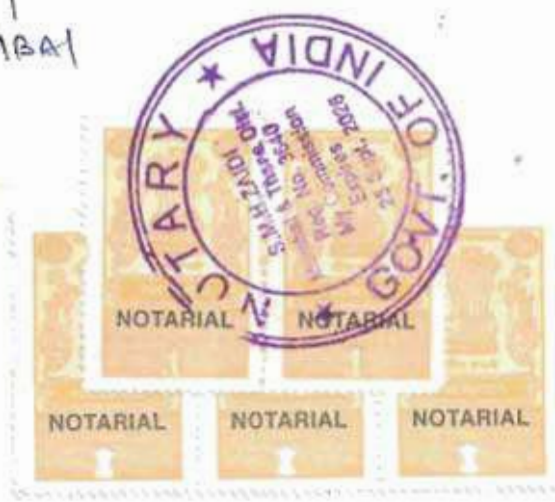
[Signature]

Name: CHANDRAPRAKASH S BHANSAH
Address: 26, SINDHI LANE, MUMBAI-4
Occupation: BUSINESS
Date: 19/5/22
Place: MUMBAI

BEFORE ME

[Signature]
S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist
20 MAY 2022

NOTED & REGISTERED
Sr. No. 521 Page No. 56
Book No. 2 Date 20 MAY 2022



VAKALATNAMA

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH,
MUMBAI

Company Application _____ 2022

IN THE MATTER OF:

1. Opulent Trading & Investment Private Limited
2. Golden Metal Private Limited

.....Applicant Companies

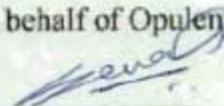
We, (1) Opulent Trading & Investment Private Limited, having CIN U65990MH1994PTC081938 and its registered office at 138/A, Chandawadi, 2nd Floor, Flat No.15, C.P Tank Road, Mumbai-400004 (2) Golden Metal Private Limited, CIN U51420MH2006PTC159445 and its registered office at Shop No.3, 26/24, Sindhi Lane, Mumbai- 400004 the above named Applicants hereby appoint and authorize:

Ninad Deshpande
Advocate

Navin Arora
Advocate

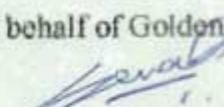
To (a) appear, act and plead, (b) sign necessary petitions, applications, notices, summons and all the other necessary documents, and (c) receive service of summons/notice in our behalf, as our attorneys in the above matter. In witness whereof, we have set our hands herewith on this 4th day of May 2022.

For and on behalf of Opulent Trading & Investment Private Limited


Sevantikumar Jain
Director



For and on behalf of Golden Metal Private Limited


Sevantikumar Jain
Director



ACCEPTED

Ninad Deshpande
Advocate
Address:
601, 6th Floor, Ispani Building, 120-122, Modi Street, Ballard Estate, Fort, Mumbai 400001 Email: adv.ninad@outlook.com
Mobile: 9158540493 / 8830677321


Navin Arora
Advocate
Address:
601, 6th Floor, Ispani Building, 120-122, Modi Street, Ballard Estate, Fort, Mumbai 400001 Mobile: 9561980557
Email: navinarora21@gmail.com

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF

OPULENT TRADING AND INVESTMENT PRIVATE LIMITED

PRELIMINARY

1. Subject as hereinafter provided the Regulations contained in Table 'F' in the Schedule I to the Companies Act, 2013 shall apply to the Company so far as they are applicable to Private Company except so far as they have implied or expressly modified by what is contained in the Articles mentioned as altered or amended from time to time.

INTERPRETATION

2. (1) In these Regulations :-

- (a) "Company" means 'Opulent Trading and Investment Private Limited'
- (b) "Office" means the Registered Office of the Company.
- (c) "Act" means the Companies Act, 2013, and any statutory modification thereof.
- (d) "Seal" means the Common Seal of the Company.
- (e) "Directors" means the Directors of the Company and includes persons occupying the position of the Directors by whatever names called.

- (2) Unless the context otherwise requires words or expressions contained in these Articles shall be the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

TRUE COPY

PRIVATE COMPANY

- 3. The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013, and accordingly:
 - (i) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing;
 - (ii) The number of members of the Company (exclusive of persons who are in the employment of the Company, and persons who having been formerly in the employment of the Company, were members of the Company while in the employment and have continued to be members after the employment ceased) shall be limited to two hundred; provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company, they shall, be treated as a single member, and.
 - (iii) prohibits any invitation to the public to subscribe for any securities of the company;

SHARE CAPITAL AND VARIATION OF RIGHTS

- 4. (a) The Authorised Share Capital of the Company shall be such amounts and be divided into such shares as may, from time to time, be provided in Clause V of the Memorandum of Association with power to increase or reduce the capital in accordance with the Company's regulations and legislative provisions for the time being in force in that behalf with the powers to divide the share capital, whether original increased or decreased into several classes and attach thereto respectively such ordinary, preferential or special rights and conditions in such a manner as may for the time being be provided by the Regulations of the Company and allowed by law.
- (b) The minimum paid up Capital of the Company shall be Rs.1,00,000/- (Rupees One Lac).
- (c) The rights of the holders of any class of shares forming part of capital for the time being of the Company may be modified, affected, varied, extended, surrendered or Abrogated in such manner as is or may be provided by the Articles of Association of the Company as originally registered or as altered from time to time.
- (d) The business of the Company may be commenced soon after the incorporation of the Company as and when the Directors shall think fit notwithstanding that part of the shares have been allotted.
- (e) The shares shall be under the discretionary control of the Directors who may allot or otherwise dispose of the same.
- (f) The Company in general meeting may decide to issue fully paid up bonus share to the member if so recommended by the Board of Directors.
- (g) The certificate to share registered in the name of two or more person/s shall be delivered to first named person in the register and this shall be a sufficient delivery to all such holders.
- 4. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—
 - (a) One certificate for all his shares without payment of any charges; or
 - (b) Several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid -up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

- 5. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
- (ii) The provisions of Articles (5) and (6) shall mutatis mutandis apply to debentures of the company.
- 6. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- 7. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made there under.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
- 8. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one third of the issued shares of the class in question.
- 9. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
- 10. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

PREFERENCE SHARES

- 11. The Company shall, subject to provisions of the Companies Act has power to issue preference shares redeemable at the option of the Company or to issue share with disproportionate voting rights.

ALTERATION TO MEMORANDUM

- 12. The Company shall have the power to alter the conditions of the Memorandum in any manner.

CONTROL OF SHARES

- 13. The shares of the Company shall be under the control and discretion of the Board of Directors who may divide the shares into several classes and subject to the provisions herein contained may allot, transfer or persons and for such consideration upon such terms and conditions, at such time as the directors may in their absolute discretion think fit and such shares may be

issued at par, at a premium or at a discount. The Directors may allot and issue shares in the capital of the company in payment or part payment for any property sold and transferred or for services rendered to the company or the conduct of its business or for any other consideration and any shares so allotted may be issued as fully paid up and/or partly paid up shares. The company shall have the power to issue shares having disproportionate voting rights.

SHARES HELD JOINTLY

14. If the shares are held in the name of two or more jointly, then the person first named in the Register of Members shall for all the purpose except voting and transfer, be deemed to be sole holder thereof. But the joint holders are severally and jointly liable for all purpose.

INCREASE OF CAPITAL

15. The Company in General Meeting may, from time to time increase the Capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act, any shares of the original or increased Capital shall be issued upon such terms and conditions and with such right and privileges annexed thereto, as the General Meeting resolving upon the creation thereof shall direct, and if no direction be given, as the Directors shall determine and in particular, such may be issued with a preferential or qualified right to divide and in the distribution of Assets of the Company.

LIEN

16. The Company shall have a first and paramount lien upon all the shares (not being a fully paid up share) registered in the name of such member (whether solely or jointly with others) and upon the proceeds of sale thereof for his debts, liabilities and engagements (whether presently payable or not) solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfillment or discharge thereof shall have actually alien or not and such lien shall extend to all dividends, from time to time, declared in respect of shares, subject to section 124 and bonuses declared from time to time in respect of such shares under the Act. The Board of Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this clause.

CALLS ON SHARES AND TRANSFER OF SHARES

17. The Directors are empowered to make call on members of any amount payable at a time fixed by them.
18. Any member desiring to sell any of his shares must notify the Board of Directors of the number of shares, the fair value and the name of the proposed transferee and the Board must offer to the other share holders the shares offered at the fair value and if the offer is accepted, the shares shall be transferred to the acceptor and if the shares or any of them, are not so accepted within one month from the date of notice to the Board the members proposing transfers shall, at any time within three months afterwards, be at liberty, subject to Articles 19 and 20 hereof, to sell and transfer the shares to any persons at the same or at higher price.
19. No transfer of shares shall be made or registered without the previous sanction of the Directors, except when the transfer is made by any member of the Company to another member or to a member's wife or child or children or his heirs and the Directors may decline to give such sanction without assigning any reason subject to Section 58 and 59 of the Act.
20. The Directors may refuse to register any transfer of shares (1) where the Company has a lien on the shares or (2) where the shares are not fully paid up shares, subject to Section 58 and 59 of the Companies Act, 2013.
21. Subject to Section 58 and 59 of the Act, the Directors may in their discretion, without assigning any reason, refuse to register the transfer of any shares to any person, whom it shall, in their opinion, be undesirable in the interest of the Company to admit to membership.
22. At the death of any members his or her shares be recognised as the property of his or her heirs upon production of reasonable evidence as may required by the Board of Directors.
23. The instrument of transfer must be accompanied by the certificates of shares.

TRANSMISSION OF SHARES

24. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.
- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
25. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—
- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
26. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
27. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company. Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

FORFEITURE OF SHARES

28. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
29. The notice aforesaid shall—
- (a) Name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
30. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
33. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
34. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.
- (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
35. (i) A duly verified declaration in writing that the declared is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
- (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (iii) The transferee shall thereupon be registered as the holder of the share.
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
36. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

37. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in there solution.
38. Subject to the provisions of section 61, the company may, by ordinary resolution,—
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) Convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
39. Where shares are converted into stock,—
- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- (c) Such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

40. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,—
- (a) Its share capital;
 - (b) Any capital redemption reserve account; or
 - (c) Any share premium account.

CAPITALISATION OF PROFITS

41. (i) The company in general meeting may, upon the recommendation of the Board, Resolve—
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
 - (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—
- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (B) Paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions afore said;
 - (C) Partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
 - (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
 - (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
42. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally do all acts and things required to give effect thereto.

- (ii) The Board shall have power—
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
 - (b) to authorise any person to enter, on behalf of all the members entitled there to, into an agreement with the company providing for the allotment to them respectively, credited a fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits

resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iv) Any agreement made under such authority shall be effective and binding on such members.

BUY-BACK OF SHARES

43. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

ISSUE OF SHARES IN KIND

44. The Company subject to the provisions of the Companies Act, 2013 and the statutory modifications and applicable provisions, if any, is authorised to issue the Shares in kind to the Shareholders.

GENERAL MEETINGS

45. All general meetings other than annual general meeting shall be called extraordinary general meeting.

46. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

PROCEEDINGS AT GENERAL MEETINGS

47. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceed to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

48. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

49. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

50. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

51. (i). The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii). No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(a) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(b) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS AND PROXY

52. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
- (a) on a show of hands, every member present in person shall have one vote; and
- (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
53. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
54. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
55. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
56. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.
57. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
58. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
59. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
60. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
61. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD OF DIRECTORS

62. The number of Directors shall not be less than two and not more than fifteen.
63. The first Directors of the Company shall be:-
- a. **Mr. Gopal Agrawal**
- b. **Mr. Ratneshchand Jain**
64. The Directors may from time to time, appoint one or more of their body to the office of the Managing Director for one or more of the divisions of the business carried on by the Company and to enter into agreement with him in such terms and conditions as they may deem fit.

- 65. Subject to the provisions of section 149, the Board of Directors, at any time and from time to time, to appoint any person as additional Director in addition to the existing Director so that the total number of Directors shall not at any time exceed the number fixed for Directors in these articles, Any Directors so appointed shall hold office only until the next following Annual General Meeting but shall be eligible thereof for election as Director.
- 66. Subject to the provisions of section 161 (2), the Board of Directors at any time appoint a person, not being a person holding any alternate directorship for any other director in the company, to act as an alternate director for a director during his absence for a period of not less than three months from India. Provided that no person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director. Provided also that if the term of office of the original director comes to an end before he returns to India, any provision for the automatic re-appointment of retiring directors in default of another appointment shall apply to the original, and not to the alternate director under the provisions of the Companies Act, 2013.
- 67. The Managing Director may be paid such remuneration as may, from time to time, be determined by the Board and such remuneration as may be fixed by way of salary or commission or participation in profits or partly in one way or partly in another subject to the provisions of the Companies Act, 2013.
- 68. The quorum necessary for the transaction, of the business of the Board meeting subject to Section 174 of the Act, shall be one third of the total strength or at least two whichever is higher. The participation of the directors by video conferencing or by other audio visual means shall also be count for the purpose of quorum.
- 69. Subject to section 175 of the Act, a resolution in writing signed by the Director except a resolution which the Act specifically required it to be passed at a Board meeting shall be effective for all purposes as a resolution passed at a meeting of Directors duly called, held and constituted.
- 70. If any Director or Directors shall undertake special services for the company, the Board of Directors may sanction a special remuneration for his or their work, as they may think proper provided that the confirmation of the members in the General Meeting shall be taken thereof.

PROCEEDINGS OF THE BOARD

- 71. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, **summon a meeting of the Board.**
- 72. (i) Save as otherwise expressly provided in the Act, questions arising at any **meeting of the Board** shall be decided by a majority of votes.
- (ii) **In case** of an equality of votes, the Chairperson of the Board, if any, shall have a **second or casting** vote.
- 73. The continuing directors may **act** notwithstanding any vacancy in the **Board; but, if and** so long as their number is reduced **below** the quorum fixed by the Act for a **meeting of the Board**, the continuing directors or director may act for the purpose of **increasing the number of directors to that fixed** for the quorum, or of summoning a **general meeting of the company**, but for no other **purpose.**
- 74. (i) The Board may elect a Chairperson of its meetings **and determine** the period for which he is to hold office.
- (ii) If no such **Chairperson** is elected, or if at any meeting the Chairperson is **not present** within five minutes **after** the time appointed for holding the meeting, the **directors present** may choose one of **their** number to be Chairperson of the meeting.
- 75. (i) The **Board** may, subject to the provisions of the Act, delegate **any of its powers** to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

- 76. i) A committee may elect a Chairperson of its meetings;
- ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
- iii)(i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
- (iii) All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
- (iv) Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

77. The quorum necessary for the transaction of the business of Directors shall be two Directors or one third of the total number of Directors whichever is higher. A meeting of the Directors for the time being, at which a quorum is present, shall be competent to exercise all or any of the authorities, powers and discretions by law or under the Articles and regulations for the time being vested or exercisable by the Directors generally.

78. For Meeting of Board of Directors of the Company, the Board of Directors may meet for the dispatch of business, adjourn and otherwise regulate its meetings, as it thinks fit.

79. A Director or Directors may on the requisition of a director or director of the Company, at any time, summon a meeting of the Board.

80. Save as otherwise expressly provided in the Act, question arising at any meeting of the Board shall be decided by a simple majority of votes.

81. The Members may by passing an Ordinary Resolution remove a director, before the expiry of his period of office.

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER.

82. Subject to the provisions of the Act,—

- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
- (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

83. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

COMMON SEAL

- (65)
84. (a) The Common Seal of the Company may be made either of metal or of rubber as the directors may decide.
- (b) The Board shall provide for the safe custody of the Company's Common Seal.
- (b) The Seal shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf and except in the presence of at least one director who shall sign every instruments to which the seal of the Company if so affixed. The share certificate will, however, be signed and sealed in accordance with Rule prescribed by Central Government in this regard.

BORROWING POWERS

85. Subject to section 73 and 179 of the Companies Act. 2013, and Regulations made there under and Directions issued by the RBI the directors may, from time to time, raise or borrow any sums of money for and on behalf of the Company from the member or other persons, companies or banks or they may themselves advance money to the company on such interest as may be approved by the Directors.
86. The Directors may, from time to time, secure the payment of such money in such manner and upon such terms and conditions in all respects as they deem fit and in particular by the issue of bonds or debentures or by pledge, mortgage, charge or any other security on all or any properties of the Company (both present and future) including its uncalled capital for the time being.

OPERATION OF BANK ACCOUNTS

87. The Directors shall have the power to open bank accounts to sign cheques on behalf of the Company and to operate all banking accounts of the Company and to receive payments, make endorsements, draw and accept negotiable instruments, haudies and bills or may authorise any other person or persons to exercise such powers.

DIVIDENDS AND RESERVE

88. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
89. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
90. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.
- (ii) The Board may also carry forward any profits which it may consider necessary motto divide, without setting them aside as a reserve.
91. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.
- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

- 92. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
- 93. (i) Any dividend, interest or other monies payable in cash in respect of shares maybe paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
 (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- 94. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
- 95. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
- 96. No dividend shall bear interest against the company.

ACCOUNTS

- 97. The Board shall, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulation the accounts and books of the Company or any of them shall be open to the inspection of members (not being Director).
- 98. No members (not being Director) shall have any right of inspecting any accounts or books of account of the Company except as conferred by law or authorised by the Board or by the Company in General Meeting.
- 99. The Directors shall in all respect comply with the provisions of Section 128,134, 137, 206, 207 and 208, of the Act, and profits and Loss Account, Balance Sheet and Auditors Report and every other document required by law to annexed or attached as the case may be, to the Balance Sheet, to be sent to every member and debenture holder of the Company and every trustee for the holders of the debentures issued by the Company at least twenty one days before the date of Annual general meeting of the Company at which they are to be laid, subject to the provisions of section 136 of the Act.

AUDIT

- 100.(a) The first Auditor of the Company shall be appointed by the Board of Directors within one month from the date of registration of the Company and the Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.
 (b) At first annual General Meeting the Company shall appoint an Auditor to hold Office from the conclusion of the Meeting till the conclusion of its sixth Annual General Meeting and thereafter till the conclusion of every six meeting.
 (c) The remuneration of the Auditor shall be fixed by the Company in the Annual General Meeting or in such manner as the Company in the Annual General Meeting may determine. In case of an Auditor appointed by the Board his remuneration shall be fixed by the Board.

WINDING UP

- 101. Winding up when necessary will be done in accordance with the requirements of the Companies Act, 2013 or statutory modification thereto.

SECRECY

- 102. Subject to the provisions of law of land and the act, every manager, auditor trustee, member of a committee, officer servant, agent accountant or other persons employed in the business of the company shall, if so required by the Board of Directors before entering upon his duties, sign, declaration, pledging himself to observe strict secrecy respecting all transactions of the Company with its customers and the state of account with individuals and in matters relating thereto and shall by such declaration pledge himself, not to reveal any of the matters which may

come to his knowledge in the discharge of his duties except when required to do so by the directors or by any court of law and except so far as may be necessary in order to comply with any of the provisions in these presents.

INDEMNITY

- 103. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

GENERAL AUTHORITY

- 104. Wherever in the applicable provisions under Companies Act, 2013 it has been provide that any Company shall have any right, privilege or authority or that any Company could carry out any transaction only if the Company is authorised by it Articles, then and in that case this regulation hereby authorises and empowers the Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Act without there being any other specific regulation in that behalf herein provided.

We, the several persons, whose names, addresses and descriptions are hereunder subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association :

Name, address, description & occupation of Subscribers	Signature of Subscriber	Signature, name, address, description & occupation of Witness.
GOPAL KUMAR AGARWAL 307, BEWITCHING APARTMENT, MINILAND TANK ROAD, BHANDUP (WEST) MUMBAI - 400 078 SERVICE S/O LATE SHRI CHUKHARMAI AGARWAL.	SD/-	WITNESS OF BOTH SIGNATORIES ASHISH JAIN 3/404, NAVJIVAN SOCIETY, LAMINGTON ROAD, BOMBAY - 400 008. SERVICE S/O SHRI SUMATI KUMAR JAIN
RATNESH CHAND JAIN 307 BEWITCHING APT. MINILAND, TANK ROAD, BHANDUP (WEST), MUMBAI - 400 018 PROFESSION S/O MANAVIR PRASAD JAIN	SD/-	
Place : MUMBAI Date : 20.09.94		

THE COMPANIES ACT, 2013
 COMPANY LIMITED BY SHARES
 MEMORANDUM OF ASSOCIATION
 OF

OPULENT TRADING AND INVESTMENT PRIVATE LIMITED

- I. The name of the Company is 'Opulent Trading and Investment Private Limited'
- II. The Registered Office of the Company will be situated in the state of Maharashtra within the jurisdiction of the Registrar of Companies, Maharashtra at Mumbai.
- III. The objects for which the Company is established are:

(A) THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:

- 1. To carry on the business of distributors, merchants, traders, stockist, importers, exporters entitlement, and for that purpose buy, sell distribute or otherwise deal in commodities, goods, articles, materials and things of every description and kind including Automobile parts, Ball and Roller bearings. beverages, chemicals, cigarettes cotton °Vole parts, electronics goods, fertilisers, Fishing food (Canned or otherwise) Glass material, Liquor Iron and steel, computer parts, hardware, pharmaceuticals, medicines, machineries and equipments, laboratory equipment, building construction materials, Nylon Synthetics, Packing materials, Paper and Pulp products, photographic film and Paper, PVC and Resins, Rubber goods Tea, Textile Readymade Garments, Timber products, Zipper, Sizing and any other materials, and substances of all types and varieties and their products and byproducts, and compounds of any and every description and kind.
- 2. To carry on the business of an investment company and to invest in, and acquire and hold, sell, buy or otherwise deal in shares, debentures stocks, bonds units, negotiable instruments, notes obligation, royalty rights, evidences of indebtedness, certificates, interest, mortgages and securities in any form or type issued, created or guaranteed by or for any State or Central Government, public, quasi-public or private Company, or Government, Semi-government, public, municipal or any other corporation, public body or authority, municipal, local or otherwise.

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:

- 3. To take part in the formation, supervision or control of the business or operations of any company or undertaking and for that purpose to act as an Issue House. Registrars and share Transfer Agents, or in any other capacity and to appoint and remunerate any directors administrators or accountants or other experts or agents.

4. To receive money on deposit at interest or otherwise for fixed periods, and to lend money on any terms and may be thought fit and particularly to customers or other persons or corporations having dealings with the Company. The Company shall not carry on any business of banking as defined by the Banking Regulation Act, 1949, or any statutory modification thereof.
5. Subject to the Banking Regulation Act 1949, and Section 73 of the Companies Act 2013 and rules thereunder, and to the directives of the Reserve Bank of India to receive money on deposit or loan, and borrow or raise money from time to time in such manner as the Company shall think fit, and in particular by the issue of shares, debentures stock (perpetual or otherwise) and to secure the repayment of and money borrow, raised or owing by mortgage charge or lien upon all or any of the property or assets (both present and future) of the Company, including its uncalled capital, and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company or any other person, firm or company, of any obligation undertaken by the Company or any other person or company as the case may be and to purchase, redeem to pay off any such securities, but the Company shall not carry on the business of banking as defined by the Banking Regulation Act, 1949.
6. To negotiate loans, underwriting, contracts, mortgages, equality participation, cash credit, overdrafts and other financial facilities from banks.
7. To guarantee payments of money unsecured or secured by or payable under or in respect of promissory notes, debts, shares, stocks, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments, and securities of any company or of any authority, Union, Central, State and Municipal, local or otherwise, or of any firms or persons whomsoever, and generally to guarantee and/or become sureties for the performance of any contracts or obligations of any company, firm or person whatsoever, and to stand guarantors and be surety and answerable for debts or defaults to any person, firm or company arising on contracts for payments or payments of moneys or loan or fulfillment of any obligations or performances by any person, firm or company or otherwise however arising, and too enter into contracts or indemnity or guarantee with such terms and conditions as may seem necessary or expedient for effecting the same.
8. To guarantee the due performance and discharge by committees, guardians, executors, administrators, trustees, attorneys, brokers and agents, of their respective duties and obligations.
9. To promote and enter into a collaboration agreement or agreements with any company or companies in India or elsewhere, for the purpose of acquiring all or any of the property, rights & liabilities.
10. To amalgamate, enter into partnership or enter into any arrangement for sharing profits, union of interests, cooperation, joint venture, reciprocal concession or for limiting competition or otherwise, with any person, firm or company, carrying on or engaged in or about to carry on or engaged in any business or transaction which this Company is authorised to carry on, or which can be.
11. To acquire and deal with any property real or personal, to erect any buildings or other constructions necessary for the business of the Company.
12. To pay for any property or rights, acquired by the Company, either in cash or fully or partly paid shares, or by the issues of securities, or partly in one mode and partly in another, and generally on such terms as may be determined.
13. To accept donations, gift, with such conditions, restrictions, obligations, stipulations and liabilities, as are not derogative to the provisions of any law.
14. To sell, let on lease or on hire, mortgage, exchange assign, grant licenses for or otherwise dispose of or deal with property, assets or undertaking of the Company or any part thereof, for such consideration as the Company may think fit and to sell, improve, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with

all or any part of the property and rights of the Company on such terms and conditions as the Company may determine.

- 15. To convey or assign specific portion or portions of the premises belonging to or held by the Company to the member or members of the Company, in consideration of their or his or her or its subscribing and paying for the requisite shares of the Company, and/or for cash, and for the aforesaid purposes to enter into necessary agreements with such members, and to execute the necessary conveyance, assignment or other assurances in favor of such member or members.
- 16. To adopt such means of making known the business of this Company as may be considered necessary, and in particular by advertising in all forms of media including the press, cinema, wireless, television, hoarding, books, periodicals, photography, cinematography, exhibition and show-room, and any other means of advertising, and by granting prizes, rewards and donations, and creating trusts for this purpose.
- 17. To procure the Company to be recognized in any foreign country or place, and to establish branches, agencies, showrooms, depots, sales and other offices or workshops in or outside India, and to discontinue and reconstitute any such branches, agencies.
- 18. To invest and deal with the moneys of the Company not immediately required, in such manner as may from time to time be thought fit, and to vary the investment of the Company.
- 19. To remunerate any person, firm or company for services rendered or to be rendered for placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company, or in or about the organization, formation or promotion of the Company or the conduct of the business, or for introducing business to the Company.
- 20. To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchanges, bills of lading, and other negotiable or transferable instruments.
- 21. To acquire, purchase, hold, sell or dispose shares or securities of Unit Trusts, whether fixed or of a variable character.
- 22. To pay out of the funds of the Company, all expenses which the Company may lawfully pay with reference to the formation or registration of the Company, or issue of the shares of the Company, including brokerage and commissions for obtaining application for or taking, placing or undertaking or procuring the underwriting of the shares, debentures and other securities of the Company.
- 23. To institute, prosecute, defend, oppose, appear or appeal in any suit, arbitration, arrangement, compromise composition or other proceedings; to refer to arbitration, abandon or submit to judgment, decision, award, to become non-suit in any proceedings and demands to the recovery of any debt, claim, sum of money, or for exercise of any right, privilege, demand, settlement of any claim whatsoever, due or payable or in anywise belonging to the Company, or others in respect of whom Company is an agent.
- 24. To make donations to any person, company or association, and subscribe or guarantee money for any national, international, charitable, benevolent, educational, public, general or other useful objects, activity, exhibition or trade show or for any purpose whatsoever which may be or appear to be conducive, directly or indirectly to the furtherance of the objects of the Company or the interests of its members or otherwise.
- 25. To create any depreciation fund, reserve fund, sinking fund, or any other special fund, whether for depreciation or repairing, improving, extending or maintaining any of the properties of the Company, or for any other purpose conducive to the interest of the Company.

26. Subject to provisions of the Companies Act, 2013, to place, to reserve, or to distribute, as bonus shares among the members, or otherwise to apply, as the Company may from time to time think fit, any moneys received by way of premium on shares or debentures issued by the Company, or any moneys received in respect of sale of forfeited shares.
27. To make advances of such sum or sums of money upon or in respect of or for the purpose of raw materials, goods machinery, stores or any other property, articles and things required for the purpose of the Company, upon such terms, with or without security, as the Company deem, expedient.
28. To apply for and become member of any company, association, society or body corporate having any objects similar to or identical with those of the Company, or likely, directly or indirectly, to promote the interests of the Company.
29. To pay all expenses of and incidental to or connected with the carrying on of any of the Company's objects onto effect, and to make all proper payments and allowances in relation thereto, and adopt all acts and preliminary arrangements (including the execution of preliminary agreements) in reference to the same.
30. To pay commission to any person, firm or company in consideration of his or their subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in or debentures of the Company.
31. To accumulate capital for any of the purposes of the Company, and to appropriate any of the Company's assets to any specific purpose either conditionally or unconditionally, and to create any depreciation, sinking, reserve, insurance, redemption, profit-equalisation, or other special fund.
32. To carry on business or branch of a business which the Company is authorised to carry on, by means or through the agency of any subsidiary company or companies, and to enter into any arrangement with such subsidiary company for any business so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently to close any such branch or business.
33. To employ officers, clerks, agents, field officers, canvassers, branch officers, treasurers, auditors, laborers, and other servants and brokers or commission agents, and to pay or provide for the payment to them of such salaries, commission, brokerage or remuneration, as may be found fit, expedient, necessary or desirable.
34. To grant donations, pensions, allowances, gratuities, benefits, emulations, and bonuses and provident fund, to persons employed by or formerly employed by or by or having dealings with the Company or of any company which is or has been a subsidiary of the Company, including the widows and children of such persons and others dependent upon them or connected with time; and to provide schools, reading rooms, places of recreation, and to subscribe to any institutions, clubs or societies, or funds, or otherwise as the Company shall think fit, for the benefit of such persons; and to establish and support or aid in the establishment or support of associations, institutions, funds, trusts and conveniences calculated to benefit any such persons, and to grant pensions and allowances, and to make payments towards insurance, and to make donations to such persons and in such cases as may seem expedient.
35. To provide for the welfare of employees or ex-employees of the Company and the wives, families, dependents or connections of such persons, by building or contributing to the building of houses, or dwellings, or by the grant of money, pensions, allowances, bonus or other payments, or by creating and from time to time subscribe or contributing to provident and other associations, institutions or funds or trusts.

AND IT IS HEREBY DECLARE THAT :

- a) The word "company" (Saves when used with reference to this Company) shall be deemed to include partnership or other body or association of persons whether incorporated or not and wherever domiciled.
- b) The objects set forth in each of the several clauses of paragraph III hereof shall have the widest possible construction and shall extend to any part of the world.
- c) Subject to the provisions of the companies act, 2013, the objects set forth in any clause of subparagraph (c) shall be independent and shall be in no way limited or restricted by reference to or inference from terms of any of the clauses of sub-paragraph (A) or by the name of the Company, None of the clauses in subparagraph (C) or the objects therein specified or the powers thereby confirmed shall be deemed subsidiary or ancillary merely to the objects mentioned in any of the clauses of subparagraph (A).
- d) Nothing in the paragraph shall authorise the company to do any business which may fall within the purview to the Banking Regulation Act.1949 or Insurance Act.1938.

IV. The Liability of the members is limited.

- V. (a) The Authorised Share Capital of the Company is Rs.15,00,000 (Rupees Fifteen Lac Only) divided into 1,50,000 (One Lac Fifty Thousand Only) Equity Shares of Rs.10 (Rupees Ten) each.
- (b) Minimum paid-up capital of the Company shall be Rs. 100,000 (Rupees One lac) only

(56)

We, the several persons, whose names, addresses and descriptions are hereunder subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to taken the number of shares in the Capital of the Company set opposite to our respective names :

Name, address, discription & Occupation of Subscribers	No. of Equity Shares taken by each Subscriber	Signature of Subscriber	Signature, name, address, description & Occupation of Witness.
GOPAL KUNAR AGARWAL 307, BEWITCHING APARTMENT MINILAND TANK ROAD, BHANDUP (WEST) BOMBAY - 400 07B	100 (ONE HUNDRED FIFTY)	SD/	WITNESS TO BOTH ASHISH JAIN 3/404, NAVJIYAN SOCIETY, LAMINGTON ROAD, MUMBAI - 400 008.
SERVISE S/O LATE SHRI CHOKHARMAL AGRAWAL			SERVISE S/O SHRI SUMATI KUNAR JAIN
RATNESH CHAND JAIN 307 BEWITCHING APT MINILAND TANK ROAD, BHANDUP (WEST) BOMBAY - 400 018.	100 (ONE HUNDRED FIFTY)	SD/	
PROFESSION S/O MAHAVIR PRASAD JAIN			
	200 TWO HUNDRED ONLY		
DATE: 20.09.94 PLACE: MUMBAI.			

TRUE COPY

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
GOLDEN METAL PRIVATE LIMITED

- I. The name of the Company is **GOLDEN METAL PRIVATE LIMITED.**
- II. The Registered Office of the Company will be situated in the State of Maharashtra within the jurisdiction of Registrar of Companies, Maharashtra, at Mumbai.
- III. The Objects for which the Company is established are :-
 - (A) **THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE :**
 1. To take over the existing proprietor firm M/s. **GOLDEN METAL (INDIA)** in all its entirety including all its assets and liabilities and on such takeover, the firm shall stand dissolved.
 2. To carry on in India or abroad the business as importers, exporters, marketers and/or distributors, wholesalers, retailers; traders, merchants, stockists, buyers, sellers, suppliers, manufacturers, indenters, packers, movers, preservers, agents, sub-agents, representatives, commissions agents, brokers, and dealers of all types ferrous and non-ferrous metals, steels, alloy steels, special and stainless steels and of all kinds of castings, the ingots of iron, steel, copper, bronze, lead, aluminium, and other ferrous and non-ferrous ingots and/or of the rollings of bars and rods of iron, steel, copper, brass, bronze, aluminium and other ferrous and non-ferrous metals and/or of the drawings and extrusion of wires, pipes, bars mild steel bars, rods, flats, square from scrap sponge iron, billets, ingots, sheets, plates, loops, rounds and circles including and all other ferrous and non-ferrous metals, special steel, mild steel, bright bars, sections, shaftings and bright steel and all kinds of goods articles manufactured wholly or partly from steel, steel ingots, steel slabs, billets and all kinds and all sizes of ferrous and non-ferrous and steel re-rolled sections.

TRUE COPY

(B) OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS :-

3. To carry on the business of, importers and exporters in and dealers in iron ores, chromium ores, magnestie ores, throiium, uranium, asbestos, nickel copper, lead, tin, bauxite ores and all ferrous and non-ferrous ores of every description of grades on the business of processing, cleaning, melting, fabricating, forging, grading and machining to convert the ores into marketable metals.
4. To establish and maintain agencies, distributorships, branches, warehouses, depots, shops, establishments, offices or appoint representatives, agents, commission agents, canvassers, selling and buying agents in India or abroad for sale, purchase, hire distribution or for any one or more of the objects of the Company and to regulate and discontinue the same.
5. To purchase, sell, acquire, construct, erect, maintain, work, install, import, export and otherwise acquire and deal in all materials and substances and ancillaries used in process of dealing in various items and doing various things mentioned under the main objects and to act as sales organisers as well as consultants and advisers in all the respective branches and in such capacity to give advises and information and render advices to a person, company or body corporate or authority or Government which may lead to or be conducive to the adoption by the constituents or principals of the efficient methods of effecting and marketing goods, effecting sales and rendering of all goods, effecting sales and rendering of all services.
6. To act as sales agent, stockist, manufacturer's representatives or agent, purchasing agent, commission agent, distributors, for any other company, firm, corporation or person, dealers, agents, exporters of companies products.
7. To acquire and to dispose of dealerships, agencies, sub-agencies, sub-dealerships, and any other interests or arrangement or arrangement about dealings in, to acquire and to grant, sub-let of or hire out concessions, privileges, monopolies, licences, permits, quotas, about any particular manufacture, brand, variety, shape, design and purpose.
8. To enter into and carry into effect such agreements and arrangements for technical know how, commercial marketing, for such other services with foreign or indigeneous collaborators, dealers, manufacturers, exporters, importers or consultants for achievement of the objects mentioned herein above.
9. To establish, provide, maintain, conduct, setup market

research, consumer research, industrial and sociological research any where in India or abroad, and to undertake public poll, to ascertain views and reactions of public at large on any products or problems and issues for company's own business and for others.

- 10. To apply for, tender, purchase, or otherwise acquire contracts, sub-contracts, licences and concessions and to undertake, execute, carry out, dispose of or otherwise turn to account the same and to sublet all or any contracts from time to time and upon such terms and conditions as may be thought expedient.
- 11. To take on lease, hire purchase or otherwise acquire, erect, construct, work, maintain, improve land, building structure and facilities, all other appliances, apparatus and conveniences required for the purpose of the Company.
- 12. To establish, provide, maintain and conduct, or otherwise subsidise research laboratories and experimental workshops scientific and technical research and experiments and to undertake and carry on with all scientific and technical researches, experiments and tests of all kinds and to promote studies and research both scientific and technical investigations and invention by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing for the remunerations of scientific or technical professors or teachers and by providing for the award of exhibitions, scholarships, prizes and grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any of the business which the Company is authorised to carry on.
- 13. To enter into contracts, agreements, collaboration, and arrangements with any other person, firm, company or body corporate for the carrying out by such other person, firm company or body corporate, on behalf of the company of any of the objects for which the Company is formed.
- 14. To send any Director, employee or other person to any place in India or abroad for the purpose of obtaining training or knowledge in the techniques and methods of running or improving the business of the company or for the purpose of advancement or promotion of any of its objects, chattels, property, expertise or services of any nature.
- 15. To take or otherwise acquire and to hold shares, debentures or other securities of any other Company having similar objects.
- 16. To carry on business or branch of a business which this Company is authorised to carry on by means, or through the agency of, any subsidiary company or companies, and to enter

into any arrangement with such subsidiary company for taking the profits and bearing the losses of business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently to close any such branch or business.

- 17. To enter into partnership or into any arrangement for sharing profits, amalgamation, union of interest, co-operation, joint venture, reciprocal concession or otherwise or amalgamate with any person or Company carrying on or engaged in, or about to carry on or engage in business or transaction which the Company is authorised to carry on or act on and to take or otherwise acquire share and securities of any such company and to sell, hold, reissue with or without guarantee or otherwise deal with the same.
- 18. To enter into foreign or Indian technical and/or financial collaboration, partnership or into any arrangement for sharing of profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, firm, corporation or government or company carrying on, engaged in or about to carry on or engage in business, undertaking or transaction which the Company is authorised to carry on or engage in or business undertaking or transaction which may seem capable of being carried on or conducted so as to directly or indirectly benefit the Company, to guarantee contracts or otherwise assign any such person, firm or company and to take or otherwise acquire and hold shares or securities of any such persons firms or companies, to sell, hold, re-issue with or without guarantee or otherwise deal with the same.
- 19. To acquire and undertake the whole or any part of the business, property and liabilities of any person, firm or any Company carrying on business which the Company is authorised to carry on or possessed of property suitable for the business of the Company.
- 20. To purchase, take on lease or otherwise acquire any land, grants, concessions and easement and hereditaments or other properties required for the attainment of the main objects of the Company.
- 21. To adopt such means of making known the business of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interests, by publication of books and periodicals and by granting prizes and rewards.
- 22. To enter into any arrangement with any government or authority that may seem conducive to the attainment of the

Company's objects or any of them and to obtain from any such government or authority, any rights, privileges, licences and concessions which the Company may consider necessary or desirable to obtain and carry out, exercise, use or comply with any such arrangements, rights, privileges or concessions.

23. To pay for any services rendered to the Company or for supply of technical know-how for acquisition of properties by the Company either in the shares of the Company or partly in shares and partly in cash or otherwise.
24. To issue and allot fully or partly paid shares in the capital of the Company in payment or part payment of any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company.
25. To amalgamate, enter into any partnership or acquire interest in the business of any other Company, person or firm carrying on or engaged in, or about to carry on, engage in business or transaction included in the objects of the Company or enter into any arrangement for sharing profits or for co-operation, or for limiting competition or for sharing mutual assistance with any such person, firm or company or to acquire and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture-stock or securities so received.
26. To establish or promote or concur in establishing or promoting any company or companies having similar objects for the purpose of acquiring all or any of the properties, rights and liabilities of the Company and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares, debentures or other securities of any such other company or companies.
27. To sell, lease, mortgage, hypothecate, transfer, let out, exchange or otherwise deal with the undertaking of the Company or any property whatever, or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures and other securities of any other companies having objects altogether or in part similar to those of this Company if thought fit to distribute the same among the shareholders of the Company subject to the provisions of the Companies Act, 1956.
28. To lend and advance money, either with or without security and give credit to such persons (including Government) and upon terms and conditions as the company may think fit.
29. To create any depreciation fund, reserve fund, sinking fund,

insurance fund or any special or other fund whether for depreciation or for repairs, improving, extending or maintaining any of the property or other assets of the Company or for redemption of debentures or transferable preference shares or for any purpose whatsoever conducive to the interest of the Company.

30. To invest the surplus funds in shares, stocks, debentures, debenture-stocks, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or in any foreign country and debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any Government, Sovereign Rulers, Commissioners, public body or authority supreme, municipal, local or otherwise whether at home or abroad.
31. To receive loan or borrow or raise money other than public deposits in such manner as the Company shall think fit without doing Banking business within the meaning of the Banking Regulation Act, 1949 and Rules or Regulations framed thereunder and in particular by the issue of debentures, debenture stocks (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance of contracts or obligations undertaken by the Company or any other person on behalf of the Company as the case may be.
32. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
33. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents, patent rights, brevets d'invention, trade marks, designs, licences, protections, concession and the like conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purpose of the Company and to use, exercise, develop or grant licences or privileges in respect of or otherwise turn to account, the property, rights and information acquired and to carry on business in any way connected therewith.
34. To spend money in experiments on and in improving or seeking to improve patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.

- 35. To enter into arrangements and to take all necessary or proper steps with Government or with other authorities supreme, national, local, municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company for furthering the interest of its members and to oppose any such steps taken by any other company, firm or persons which may be considered likely directly or indirectly to prejudice the interest of the Company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation which may appear to be in the interests of the company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation which may seem advantageous to the company and to obtain from such Government authority or any company, any charters, decrees, rights, grants, loans, privileges or concessions which the company may think it desirable to obtain and carry out, exercise and comply with any such agreements, charters, decrees, rights, privileges or concessions.
- 36. To undertake and execute any trust/discretion the undertaking whereof may seem desirable and the distribution amongst the beneficiaries, pensioners or other person entitled thereto, of any income, capital or annuity, whether periodically or otherwise, and whether in money or specie, in furtherance of any trust, direction, discretion, other obligation or permission.
- 37. To apply or acquire and hold any Acts of Parliament, Acts of any State, Legislature, privileges, monopolies, licences, concessions, patents or other rights, power or orders from the Indian Government and Parliament or from any State Government or any local or other authority in any part of the world and to exercise, carry on and work any powers, rights or incorporate the Company as an anonymous or other society in a foreign country or state.
- 38. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pensions or superannuation funds for the benefit of and give or procure the giving of donations, gratitude, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the company, or who are or were at any time Directors or officers of the Company or their wives, widows, families and to subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and the well-being of the company and make payments to or towards the insurances of any such persons as aforesaid, subject to the provisions of the Companies Act, 1956.

- 39. To open any kind of account including Current Account, Savings Bank Account, Overdraft, Loan, Cash Credits in any bank to make, accept, endorse, and execute promissory notes, bills of exchange and other negotiable instruments.
- 40. To undertake and execute any trust, the undertaking of which may seem to the company desirable, and either gratuitously or otherwise and vest any real or personal property, rights or interests acquired by or belonging to the companies in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
- 41. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade, including any association, institution or fund for the protection of the interest of the masters, owners and employers against loss by bad-debts, strikes, fire accidents or otherwise or for the benefits of any clerks, workman or others at any time employed by any company or any of its predecessors in business or their families or dependents and in particular of reading rooms, libraries, educational and charitable institutions, refectories, dining and recreation rooms, churches, chapel, schools and hospitals and to grant gratifications, pensions and allowances and then to contribute to any funds raised by public or local subscriptions for any purpose whatsoever, subject to the provisions of the Act.
- 42. To aid, pecuniarily or otherwise, any association, body or movement having for an object the solution, settlement or surmounting of industrial or labour problems or troubles of the promotion of industry or trade.
- 43. To make donations to such persons or institutions and either of cash or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and in particular, to remunerate any person or corporation introducing business to this Company, and also to subscribe, contribute or otherwise assist or guarantee money for charitable, scientific, religious or benevolent, national, public or other institutions, objects or for any public or and to establish and support associations, institutions, funds, trusts and convenience for the benefit of the employees or ex-employees (including Directors) of the Company or its predecessors in business or the dependents, with such persons and in particular other benefit societies and to grant pensions, allowances, gratuities and bonuses either by way of annual payments or in lumpsum and to make payments towards insurance and to form, contribute to provident and other benefit funds of or for such persons, subject to the provisions of the Companies Act, 1956.

- 44. To distribute among the members in specie and property of the Company, or any proceeds of sale or disposal of any property of the company, in the event of its being wound-up subject to the provisions of the Companies Act, 1956.
- 45. To pay out of the funds of the Company all expenses incurred by the promoters, which the company may lawfully incur with respect to the preliminary expenses and other formation and registration expenses.
- 46. To procure the recognition of the company under the laws or regulations of any other country and to do all acts necessary for carrying on business or activity of the Company in any foreign country.
- 47. To do all or any of the above things, in any part of the world as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with any other person or association.

C. OTHER OBJECTS ARE:

- 48. To manufacture, alter, convert, modify, buy, sell, export, import, give or take on lease, give or take on hire-purchase, or on deferred credits or on licence, service and repair or otherwise deal in any other manner, in electrical and electronic appliances and apparatus and systems of every description and stores of all kinds such as computers, calculators, word processors, printers, typewriters, data processing equipments, software and hardware integrated circuit, silicon chips or any other consumer equipment, communication equipments, display devices, printing devices, high frequency apparatus, magnetic components, air borne equipment, infra red tubes, generation and servo control equipment, control system and equipment and machines and to conduct bureau of complete services, peripherals and all other devices and accessories, spare parts, components, and all kinds of instruments, apparatus, equipments, and gadgets, used for or in connection with any of the aforesaid matters or products and to develop, design and sell or otherwise give on hire computer programmes, and to act as computer specialists, counsellors, advisors, programmers and to do all and anything required in connection with manufacture, sale, assembly, integration, arrangement, installation and operation of computers, software and hardware programming, data processing, giving and/or taking on hire computer time and in other matters as may be necessary for or in relation to the business of computers.
- 49. To carry on all kinds of agency business for all kinds of goods, merchandise, chemicals, steels, cement, food products, jewellery, computer hardware & software.

- 50. To establish, set up, organise, maintain, support, assist and/or conduct training classes, schools, colleges and other educational institutions to organise educational programmes, lectures, seminars, symposium on subjects of company's interest and in respect of computer training, computer manufacturing, computer technology and to award degrees, diplomas and certificates to trainees, students and other persons and to establish, promote, organise, support and maintain clubs and associations of students and trainees for further advancing of their knowledge and experience in all or any of the above subjects and topics.
- 51. To carry on the business of manufacturing, processing, repairing, preserving, canning, refining, bottling, buying and selling of and dealing in frozen and non-frozen food of all types and description and to carry on the business of cultivation of and/or dealing in agriculture and vegetable products and carry on all or any of the business of farmer, dairy farmer, vendors of milk and other preparations of milk and growers of and dealers in foodgrains, pulses and oilseeds and to carry on the business of cold storage of fruits, vegetables, seeds, fish, meat, agricultural products, milk and dairy products and other perishable items.
- 52. To carry on the business as an Investment Company and to underwrite, sub-underwrite, to invest in, and hold, sell, buy or otherwise deal in shares, share broking, debentures, debenture-stocks, bonds, units, obligations and securities issued and guaranteed by Indian or foreign governments, state, dominions, sovereigns, municipalities, or public authorities or bodies and shares, stocks, debentures, debenture-stocks, bonds, obligations and securities issued by any company, corporation, firm or person, whether incorporated or established in India or elsewhere and to manage investment in shares, stocks, securities, finance and real estate subject to the necessary Government approvals.
- 53. To carry on all kinds of finance business including lease, hire purchase, lending, accepting deposits, bill discounting, credit rating, project finance and to render financial consultancy services and to provide capital assistance for bill discounting, promissory notes, and to advance or lend money with or without securities and to receive loans from the government and public and to apply for, approve, sanction, make, negotiate, or finance any loan or finance for the business of the company.
- 54. To manufacture and carry on the business of film productions, silent as well as talking in all or any of the languages spoken in the world which may be topical news, educational, dramatic, comic, advertisement, cartoons, coloured, synchronised and film or films of any other kind to be hereinafter devised.

55. To carry on the business of manufacturers and dealers of all kinds of plastic materials, industry styrene, polystyrene, vinyl chloride, polyvinylchloride, polyethylene, polyoleifines, vinyl acetate and copolymers of one or more of the above and/or other products, acrylics and polysters, polycarbonates and polyethers and epoxy resins and compositions, silicon resins and compositions, P-F, U-F and other thermosetting resins and moulding compositions, nylons, rilsan and similar thermoplastic compositions including pre-fabricated sections and shapes, cellulose plastics and other thermosetting and thermoplastic materials (of synthetic or natural origin) oxygen, nitrogen, hydrogen, halogens, hydrocarbon gases, including ethylene and acetylene, propylene, butanes and gualogues and related types, re-agents, agricultural chemicals, insecticides, fumigants, weedicides, pesticides, colouring materials, pigments and flakes, paints, varnishes, lacquers, finishers, dyes, toners, rubber chemicals, plastic and resinous materials, elastomers, gums, glues and adhesive compositions, plasticizers, surface, active agents, tanning agents, coating resins, drugs and pharmaceutical chemicals, solvents, marine chemicals, aynthetic fibres, fertilisers, and all types of industrial chemicals, acids, alkalies, hormones, trace elements.
56. To carry on the business of builders and developers, erectors, constructors of buildings, houses, apartments, ownership flats, structures of residential, office, industrial, institutional, or commercial establishments, bridges, dams, tunnel, canal and other civil engineering work or developers of co-operative housing societies or of housing schemes and in particular preparing of building sites, constructing, re-constructing, erecting, altering, improving, enlarging, developing, decorating, holding, furnishing and maintaining of structures, flats, houses, factories, shops, offices, garages, warehouses, buildings, works, workshops, hospitals, nursing homes, clinics, godowns, other commercial educational purposes and conveniences, and to invest in and hold such properties and also to rent, hire or lease such properties.
57. To carry on the business of mechanical engineers, machine and engineering tool makers, fitters, boulder makers, iron founders, brass founders, smith workers, iron and steel converters, smith filters, dredgers, plate-makers and of all other kinds and to buy, sell, import, export, manufacture, repair, convert, let on hire and deal in machinery, rolling stock, iron and steel, metal, implements, tools, utensils and conveniences of all kinds.
58. To carry on business as goldsmiths, silversmiths, jewellers, gem merchants, electroplaters, dressing bag makers, importers and exporters of bullion and buy, sell and deal, wholesale and retail in bullion, precious stone, jewellery, gold or silver plates, cups, shields, electroplated cutlery, dressing, bags, bronzes, articles of virtue and objects of art.

- 59. To carry on the business of manufacturing and dealing, buying, selling, importing, exporting in bricks, tiles, sand, cement or any other building material or things required in civil construction, decoration, architectural design and to carry on all or any of the business of builders and contractors, consulting engineers, architects, decorators, merchants and dealers in timber, hardware and other building materials and to manufacture the same and acting as house agents.
- 60. To produce, quarry, mine, excavate, cut, hew, carve, draw, crush, saw, dress, finish, polish, set, glaze, grind, process, wash, screen, acidise, wax, manufacture, treat, alter, improve, extract from mines, refine, import, export, purchase, sell, deal and to act as brokers, agents, stockists, distributors, and suppliers of all kinds of marbles, marble chips, tiles, granites, laterites, lime stones, soap, stones, felspar, corundum, quartz, slate, stones, sand stones, silica, stones, building stones and all other kinds of stones.
- 61. To carry on business of trades of manufacturers, importers, exporters, assemblers, processors, repairers, finishers, letters on hire or hire purchase and dealers of and in machinery and tools and accessories, abrasive equipment and abrasive plant of all kinds, wire drawing equipment, casting, patterns, moulds, precision surface finishes, special alloy casting, heat treatment, sound reproduction equipment, cinematograph and photographic equipment, firefighting equipment and components or accessories for the same, engineers tools, gauges and measuring devices, hand tools, machine tools, power tools and equipment of all descriptions for tool makers and for glazing cutting and working on metals, glass, tiles, stone, marble and rock substances and in any articles or things used for or in connection with any such business as aforesaid and of and in the raw or other materials for or component parts of or accessories to the same.
- 62. To purchase, take on lease, or otherwise acquire any mines, mining rights and metalliferous land and to acquire certificate of approval in the Union of India and any interest therein and to prospect, explore, work, exercise, develop and turn to account the same.
- 63. To crush, win, bet, quarry, smelt, calcine, refine, dress, beneficiate, amalgamate, manipulate, wash and convert into merchantable, sell, buy, import, export or deal in all kinds including manganese barytes, mica, coal, limestone and all other minerals, cement, glasses, or products clays, bricks, tiles, pipes, pottery, refractory and ceramic wares of all kinds.
- 64. To carry on the business of advertising agents, advertisement contractors and designers of advertisements in all their branches.

- 65. To carry on business as manufacturers, processors, exporters, importers, distributors and dealers in all types of synthetic resins such as alkyd resins of oxidising, semi-oxidising, or non-oxidising varieties, modified alkyd resins of phenolated, styrenated, acrylated, siliconized, thixotropic, watersoluble, chain-terminated or vinylated types, pure or modified phenolic resins, estergum, rosin, modified maleies, hydrogenated resins and rosin derivatives, rosin modified alkyds, amino resins, saturated and unsaturated polyesters, exosies, polyamides, ketonic resins, acrylic resins of all varieties, thermoplastic and thermosetting resins, hydrocarbon resins, vinyl resins of different types, polymeric plasticizers, polythers, polycarbonates, silicones, cellulosic plastics, thermosetting and thermoplastic materials, plastic and resinous materials, elastomer emulsions, polymers, surface active and tanning agents.
- 66. To carry on business of ginning, pressing, cleaning, spinning, weaving, bleaching, combing, manufacturing, finishing, selling, buying, dealing, importing, exporting, broking and acting as agent of silk, artificial silk, wool, flax, hemp, jute, cotton, synthetic, POY, PFY, VSF, NFY, and all kinds of fibers, fabrics, yarn, ready made garments, industrial fabrics and all other kinds of textile products including textile machinery and spare parts.
- 67. To carry on business of manufacturers, importers and exporters, wholesale and retail dealers of and in all types of garments and wearing apparel of every kind, nature and description including shirts, trousers, jeans, blowsees, jackets, hosiery goods of every kind, nature and description, madeups like bedsheets, pillow covers, bags, knitweares, yarns and textiles goods of every kind, nature and description.
- 68. To exhibit, distribute, give or take on hire, exchange, purchase or sell and to deal in any manner in films both of own manufacture or other manufacture, Indian or Foreign, in India or abroad and to establish branches or agencies in India or abroad and also to engage agents, representatives for the above or any other purposes of the Company and to remunerate such agents, representatives and servants of the Company and to manufacture, reproduce and exhibit cinematographic films and pictures and to engage directors, actors and other servants, authors, playwrights, dramatists, dialogue and Sceneario writers, film editors, story writers, and other persons, technicians, engineers, sound experts, cameraman, musicians, art directors, artists, painters, carpenters and other experts necessary for conducting the business of the Company and to pay and remunerate persons so engaged.
- 69. To construct, purchase or take on lease Cinematograph theatres, cinema halls and other buildings and works

convenient for the purposes thereof and to manage, maintain and carry on such theatres and other buildings, when so erected on.

- 70. To manufacture, sell, prepare or otherwise deal in import entitlements, packing material of various types and forms made of wood, metal, corrugated sheets, paper, plastics, tin preparation of wooden boxes, ammunition cover, steel plates, craft and craft paper, rubber and glass used in the barrels, glass ampoules and vials and other packing material required for use in the defence department or otherwise for transit of the goods and stores.
- 71. To carry on business as manufacturers and dealers in boots, shoes, clogs, all kinds of footwear and leather and plastic goods, lasts, boots, laces, buckles, leggings, accessories, and fittings & all kinds of leather goods.
- 72. To carry on business of buyer, seller, dealer, exporter, importer, and manufacturer of oxygen dissolved acetylene, nitrogen, argon, hydrogen, carbon dioxide, nitrous oxide, ferron carbonic acid and other gases, kindered substances of any compounds thereof by any process either in gaseous or liquid form.
- 73. To carry on business of hotel, restaurant, cafe, tavern, refreshment room and boarding and lodging housekeepers, beer house keepers, licensed victuallers wine, beer and spirit merchants, aerated mineral and artificial water and other drinks, purveyors, caters for public amusements.
- 74. To carry on business as bakers and manufacturers, traders, exporters, importers, agents of and dealers in bread flour, rava, maida, biscuits, and confectionery items and farinacious compounds and materials of every description.
- 75. To carry on business of manufacturers, traders, exporters, importers, agents of and dealers in sugar, gur, khandsari, sugar-candy, chocolate, toffees.
- 76. To carry on business as brewers, distillers and manufacturers of and merchants and dealers in vinegar, acetic acid, glucose, wines, spirits, beers, porter, malts, hops, grain, meal, yeast, aerated water, carbonic acid gas, mustard, pickles, sauces, condiments of all kinds, cocoa, coffee, preserves and all or any other commodities and things which may be conveniently used or manufactured in conjunction with any of the above business.
- 77. To carry on the business of stationers, printers, lithographers, stenotypes, photographic printers, photolithographers, engravers, dyesinkers, envelope manufacturers, book-binders,

account book manufacturers, machine rulers, numerical printers, paper makers, paper bag and account book makers, book makers, cardboard manufacturers, type founders, photographers, manufacturers of and dealers in playing, visiting, railway festive, complementary and fancy cards and valentines, dealers in parchment, dealers in stamps, agents for the payment of a stamp and other duties, advertising agents, designers, draftsmen.

- 78. To carry on the business of electrical engineers, electricians, contractors, manufactures, in electric and other appliances, electric motors, fans, lamps, furnaces, household appliances, batteries, cables, wire lines, dry cell accumulators, lamps and works and to generate, distribute and supply heat, motive power and for all other purposes for which electrical energy can be employed, and to manufacture and deal in all apparatus and things required for or capable of being used in connection with the generation, distribution, supply, accumulation and employment of electricity.
- 79. To carry on business of running on hire motors, lorries, motor taxis, motor minibuses and conveyances of all kinds and on such lines and routes as the Company may think fit and to do the business of common carriers.
- 80. To carry on business of manufacturers or dealers in and as cleaners, sewing and printing machines, air-conditioning equipment, air-conditioners, refrigerators, collers, icecream manufacturing machinery and all kinds of plant & machinery for any project and to maintain air-conditioned godowns for storage of goods.
- 81. To carry on business of a steam and general laundry and to wash, clean, purify, scour, bleach, wring, dry, iron, colour dye, disinfect, renovate apparel, household domestic and other cotton, silk and woollen fabrics, repair, let on hire, alter, improve treat deal in all apparatus, machines, material and articles of all kinds which are capable of being used for any such purposes.
- 82. To carry on business of tobacconists in all its branches and to sell, make up and manufacture tobacco, cigars, cigarettes, snuff and other articles usually sold by tobacconists.
- 83. To acquire or set up and run hospitals, clinics, nursing homes, maternity and family planning units or pathological laboratories.
- 84. To manufacture and or deal in automobile parts, spare parts and components of machineries and to act as agents for manufacturers of various parts and components of machineries.

- 85. To carry on business of tourist and travel agents, transport agents and contractors, to arrange and operate tours and to facilitate travelling and provide for tourists and travellers and of freight and passage brokers and representatives of airlines, steamship lines, railways, roadways and other carriers whether in India or abroad.
- 86. To cultivate tea, coffee, cinchona, rubber and other produce and to carry on the business of planters in all its branches, to carry on and do the business of cultivators, winners and buyers of every kind of vegetable, mineral or other products of the soil, to prepare, manufacture and render marketable any such products, and to sell, dispose of and deal in any such produce, either in its prepared, manufactured, raw state, and either by wholesale or retail.
- 87. To carry on business of forwarding and clearing agents, lightermen, wharfingers and to lease, charter or hire for any period or number of journeys, cars, lorries, buses, trucks, tractors, boats, ships, aircrafts, carriages, vehicles and conveyances of all descriptions and kinds whatsoever.
- 88. To carry on the business of manufacturers, dealers, distributors, stockists, importers, exporters, buyers and sellers, repair and maintenance, prepare design and deal in all types of domestic appliances, electric, electronic and other equipments and accessories including icecream makers, televisions, audio and video productions, coolers, refrigerators, water and room heaters, washing machines, mixers, grinders, voltage stabilizers, geysers, cooking range, gas lighter, ovens, fans, electric iron, lamps and tube lights, dryers, electric shavers, transistors, calculators, remote controllers, furniture and fixtures and all other and domestic items and any parts used therein.
- 89. To carry on the business of manufacturers of or dealers in pulp and paper of all kinds and articles made from paper or pulp and materials used in cardboard, mill boards and wall and ceiling papers and packaging cartons and newsprint and photographic raw films.
- 90. To manufacture, deal, import and export all chemical products such as coal and coaltar products and their intermediates, dyes and petroleum and its products and derivatives, paints, pigments and varnishes, explosive and ammunitions, their products and derivatives, all types of heavy chemicals such as sulphuric and other acids, caustic soda ash, all types of textile chemicals, clay and boards including straw board, soap, glycerine products, all industrial and pharmaceutical, organic and inorganic chemicals, fertilizers, pesticides, manures, fungicides and products, fats, waxes and their products.
- 91. To carry on business of electrical engineers, electricians, contractors, manufacturers, buyer, seller, exporter, importer

of and dealers in electric and other appliances, electric motors, fans, lamps, furnaces, household appliances, batteries, cables, wire lines, dry cells, accumulators, lamps and supply, heat, motive power and for all other employed, and to manufacture, and deal in all apparatus and things required for or capable of being used in connection with above products.

92. To act as management consultants and to render advice, service and consultancy in fields like secretarial, commercial, financial, shares, securities, portfolio management, legal and economic, prepare feasibility reports on projects, data processing management of public issue and to act as lead manager/sponsors/advisers to public issues, issue house, registrars and share transfer agents, technical consultants and to acquire dealership and membership of the Over The Counter Exchange of India or any stock exchange or the similar exchange or any association of stock or share brokers.
93. To carry on business of manufacturer, importer, exporter, purchases and sale of petroleum products, to act as dealers and distributors for petroleum companies, to run service station for the repairs and servicing of automobiles and to manufacture or deal in fuel oils, cutting oils, greases.
94. To carry on business of manufacturers and dealers in all types of rubber, leather, celluloid, and plastic goods, particularly industrial rolls, rollers, sheets, beltings, and consumer goods such as tyres, tubes and other products, chappals, shoes, medical and surgical good and all other kinds of products.
95. To carry on business as manufacturers and dealers of radios, television sets, teleprinters, telecommunication and electronic equipments, radars, business machines and their components, including valves, transistors, resistors, condensers and coils, T.V. picture tubes, videos and accessories.
96. To carry on business of manufacturers, processors, producers, makers, importers, exporters, buyers, sellers, suppliers, stockists, agents, merchants, distributors and dealers in basic patent drugs, drug intermediates, fine chemicals, or all kinds of drugs and medicines, mixtures, powders, tablets, capsules, injections, patent drugs and compound, tonics, lotions, hair drugs, bath salts, creams, skin preparations, lipsticks, rouges, make-ups, deodorants and all kinds of pharmaceuticals, ayurvedic and medical preparations and all other articles of personal hygiene, beauty and cosmetic specialist preparations, thermometers, surgical and other scientific and useful apparatus and materials, contrivances, appliances, instruments and devices, catguts, surgical and other ligatures, syringes and other miscellaneous hospital requisites, herbal preparations, formulations and cosmetics and obtain patents for them.

- 97. To carry on business of marketing, agency and dealership business in all kinds of goods, merchandise and agro produces food products, machinery chemicals, medicines, services. Also, to run and establish super markets, super stores, chain of stores, departmental stores, marketing organizations.
- 98. To carry on the business of consultants and profession of providing services of all types including technical, administrative, marketing and other office services and providing services of technicians, scientists, artists, administrators, salesmen, economists, accountants, tax experts and of acting as recruitment agents, advertising agents, organisers of conferences, auctioneers, trustees, executors, administrators, attorneys, nominees and agents and of working as professional consultants on technical, management, productivity, taxation, employment, investment, marketing, banking and economic problems and matters.
- 99. To establish and maintain shipping lines and plying vessels between any ports and to carry on business as freight contractors, carriers, barge owners, forwarding and clearing agents.

IV The liability of the members is limited.

V (a)* The Authorized Share Capital of the Company is Rs. 7,00,00,000/- (Rupees Seven Crores only) divided into 70,00,000 (Seventy Lacs) Equity Shares of Rs.10/- (Rupees Ten Only) each. The Company has power from time to time to increase or reduce its capital and to divide the shares in the capital for the time being into other classes and to attach thereto respectively such preferential, deferred, qualified or other special rights, determined by or accordance with the Articles of Association of the company or the legislative provisions for the time being in force and vary, modify or abrogate any such rights, privileges or conditions or restrictions in such manner as may for the time being be permitted by the Articles of Association of the company or the legislative provisions for the time being in force in that behalf.

(b) Minimum paid up Capital of the Company shall be Rs. 1, 00,000/- (Rupees One Lac Only).

*(Altered vide ordinary resolution passed at Extra-ordinary General Meeting of the Members of the Company held on 23rd January 2014)

We the several persons, whose names, addresses, and descriptions are subscribed hereunder are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite to our respective names :

Name, address, description, and occupation of each subscriber	Number of Equity shares taken by each subscriber	Signature of Subscriber	Signature, Name, address, description & occupation of witness
1. Pukhraj Jain S/o Chunilal Jain Flat No. 15, II Floor, 138-A, Chandawadi, C. P. Tank Road, Mumbai - 400 004. Occupation : Business	10,000 (Ten Thousand Only)	Sd/-	Witness to Subscriber No. 1 to 5 Sd/- Bhaskar C. Shah Chartered Accountant S/o Chandrakant Shah 401, Pavapuri Apartments 'A' Wing, Ashok Chakravarti Road, Kandivli (East), Mumbai - 400 101. Profession in Chartered Accountancy
2. Sevantikumar Jain S/o. Pukhraj Jain Flat No. 15, IInd Floor, 138-A, Chandawadi, C. P. Tank Road, Mumbai - 400 004. Occupation : Business	10,000 (Ten Thousand Only)	Sd/-	
3. Vijay Kumar Jain S/o. Pukhraj Jain Flat No. 15, IInd Floor, 138-A, Chandawadi, C. P. Tank Road, Mumbai - 400 004. Occupation : Business	10,000 (Ten Thousand Only)	Sd/-	
4. Vimal Kumar Jain S/o. Pukhraj Jain Flat No. 15, IInd Floor, 138-A, Chandawadi, C. P. Tank Road, Mumbai - 400 004. Occupation : Business	10,000 (Ten Thousand Only)	Sd/-	
5. Deepak Kumar Jain S/o. Pukhraj Jain Flat No. 15, IInd Floor, 138-A, Chandawadi, C. P. Tank Road, Mumbai - 400 004. Occupation : Business	10,000 (Ten Thousand Only)	Sd/-	
TOTAL	50,000 (Fifty Thousand Only)		

Place : Mumbai
 Date : 30.11.2005

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

GOLDEN METAL PRIVATE LIMITED

I. TABLE A TO APPLY

Subject as hereinafter provided the Regulations contained in Table 'A' in Schedule I to the Companies Act, 1956 (Act No. 1 of 1956, hereinafter referred to as Table 'A') shall apply to the Company. But the regulations for the management of the Company and for the observance of the members thereof and their representatives shall be subject to any exercise of the Statutory power of the Company with reference to the repeal of, alteration or addition to its regulations by special resolution as prescribed by the said Companies Act, 1956, be such as are contained in these Articles.

Table 'A' to apply subject to these articles.

II. INTERPRETATION

Unless the context otherwise requires words or expression contained in interpretation these Articles shall bear the same meaning as in the Act.

The marginal notes hereto shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith.

"The Act" means the Companies Act, 1956.

"These Articles" means these Articles of Association as originally framed or as from time to time altered by Special Resolution.

"The Company" means GOLDEN METAL PRIVATE LIMITED.

"The Directors" means the Board of Directors of the Company for the time being.

"The Office" means the Registered Office of Company for the time being.

"The Register" means the Register of Members to be kept pursuant to Section 150 of the Act.

"Dividend" includes bonus.

"Seal" means the Common Seal of the Company.

Words importing the singular number also include the plural number and vice versa.

Words importing the masculine gender also include the feminine gender.

III. PRIVATE COMPANY

Private Company

2. The Company is a private company within the meaning Company of section 3 (1) (iii) of the Companies Act, 1956, and accordingly:

(a) The right to transfer the shares of the Company is restricted in the manner and to the extent hereinafter provided.

(b) The number of members of the Company (exclusive of persons, who are in the employment of the Company and persons, who having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be members after the employment ceased) shall be limited to fifty; PROVIDED that for the purpose of this provision, where two or more persons hold one or more shares jointly in the Company, they shall be treated as a single member.

(c) No invitation shall be issued to the public to subscribe for any shares in, or debentures of the Company.

(d) Prohibits any invitation or acceptance of deposits from persons than its members, Directors or their relatives.

IV. SHARE CAPITAL & VARIATION OF RIGHTS

Share Capital

3 a)* The Authorised Share Capital of the Company is Rs 7, 00, 00,000/- (Rupees Seven Crores only) divide into 70, 00,000 (Seventy Lakhs) Equity Shares of Rs.10/- (Rupees Ten) each. The Company has power from time to time to increase or reduce its capital and to divide the shares in the capital for the time being into other classes and to attach thereto respectively such preferential, deferred, qualified or other special rights, determined by or accordance with the Articles of Association of the company or the legislative provisions for the time being in force and vary, modify or abrogate any such rights, privileges or conditions or restrictions in such manner as may for the time being be permitted by the Articles of Association of

the company or the legislative provisions for the time being in force in that behalf.

***(Altered vide special resolution passed at Extra-ordinary General Meeting of the Members of the Company held on 23rd January 2014)**

- b) Subject to the provisions of the Act and all other applicable provisions of law, the Company may issue shares, either equity or any other kind with non-voting rights and the resolutions authorising such issue shall prescribe the terms and conditions of the issue.
- c) The Company shall have power, subject to and in accordance with all applicable provisions of the Act, to purchase any of its own fully paid shares whether or not they are redeemable and may make a payment out of capital in respect of such purchase.
- d) Minimum paid up Capital of the Company shall be Rs. 1,00,000 (Rupees One Lac Only).

4. Subject to as hereinafter provided in these articles, the shares in the capital of the Company shall be under the control of the directors, who may allot or otherwise dispose of the same or any of them to such Person (whether already members or not) in such proportion and on such terms and conditions and either at a premium or at par or at a discount against payment in cash and/or in d and at such time as they may from time to time think fit and proper.

Shares under the control of the Directors

5. Without prejudice to any special rights conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or on such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the company may from time to time by special resolution determine.

Shares with rights or restrictions

6. If at any time the share capital is divided into different asses of shares, the right; attached to any class (unless otherwise provided by the terms of the shares of that class) may, Subject to the provisions of section 106 and 107 of the Act and whether or not the company is being wound up be varied with the consent in writing of the holders of three-fourths of the issued shares of that class with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.

Variation of rights

7. The Board :

Acceptance of and interest on Uncalled Share Capital

- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become, presently payable) pay interest at such rate as may be agreed upon between the Board and the member paying the sum in advance.

V. TRANSFER AND TRANSMISSION OF SHARES

Board's power to refuse transfer

8. The Directors at their absolute and uncontrolled discretion may refuse to register any transfer of shares and shall not be bound to give any reason for such refusal and in particular may so decline in respect of and upon which the Company has a lien, or to a person of whom they do not approve and, this regulation shall apply notwithstanding that the proposed transferee may already be a member.

No fees on transfer of shares

9. No fees shall be charged for the registration of any transfer, grant of probate or letter of administration, certificate of death or marriage, power of attorney or any other instruments.

Instrument of transfer to be executed by transferor & transferee

10. Subject to the provisions hereinafter contained, shares in the Company shall be transferable by written instrument in the prescribed form signed by or on behalf of both, the transferor and the transferee, and transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the Register of members in respect thereof.

Certificate to accompany transfer form

11. The Board of Directors may decline to recognise any instrument of transfer unless the instrument of transfer is accompanied by the certificate of shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

Notice of refusal to be given to transferor and transferee

12. If the Board of Directors refuses to register transfer of any shares, they shall within two months after the date on which the transfer was lodged with the Companies send to the transferor and the transferee notice of such refusal.

Loss of Instrument of transfer

13. Where it is proved to the satisfaction of the Directors that an instrument of transfer signed by or on behalf of the Transferor and the Transferee has been lost, the Company may if the Directors think fit, on an application in writing made by the

Transferee and bearing a stamp required or an instrument of transfer, register the transfer on such terms and conditions as the Directors may think fit.

14. All the limitations, restrictions and provisions of these regulations relating to the right of transfer and the registrations to transfer of share shall be applicable on transmission of shares as if the death, lunacy or insolvency of the member had not occurred.

Restrictions on transmissions

15. The provisions of regulations 11 to 14 shall mutatis mutandis apply to the transfer or transmission of any debentures of the Company.

Transfer and Transmission of Debenture

VI. GENERAL MEETINGS

16. In pursuance of Section 170 of the Act the following provisions shall apply :

- (a) A general meeting of the Company may be called by giving not less than seven days notice in writing.
- (b) With the consent in writing of the majority of the members for the time being, a general meeting may be convened on a shorter notice than seven days or without notice and Section 171 (2) of the Act, shall apply, subject to the above said modification.

17. A body corporate may be represented at the meeting of the Company in any of the manners set out in Section 187 of the Act, but in each case either a copy of the resolution of the said body corporate duly certified by one of its principal officers, or the instrument of proxy shall be filed with Company at least twenty four hours before the commencement of the meeting.

Representation by body corporate.

18. The quorum for a General Meeting shall be two members present in person.

Quorum

19. The Directors may, whenever they think fit, call an Extraordinary General Meeting provided however if at any time there are not in India Directors capable of acting who are sufficient in number to form a quorum, any Directors present in India may call an Extra ordinary General Meeting in the same manner as nearly as possible as that in which such a Meeting may be called by the Board, subject to provisions of Section 171 of the Companies Act, 1956.

Extra Ordinary General Meeting

20. The Board of Directors of the Company shall on the requisition of such Member or Members of the Company as is

Calling of Extra

Ordinary General Meeting on requisition.

specified in sub-section (4) of Section 169 of the Act forthwith proceed to call an Extraordinary General Meeting of the Company and in respect of any such requisition and of any meeting to be called pursuant thereto, all the other provisions of Section 169 of the Act and of any statutory modification thereof for the time being shall apply.

Chairman

21. At every General Meeting the Chair shall be taken by the Chairman of the Board of Directors. If at any meeting the Chairman of the Board of Directors be not present within fifteen minutes after the time appointed for holding the Meeting or though present be unwilling to act as Chairman, the Members present shall choose one of the Directors present to be Chairman or if no Director shall be present and willing to take the Chair, then the members present shall choose one of their member, being a member entitled to vote, to be Chairman.

Sufficiency of ordinary resolution.

22. Any Act or resolution which, under the provisions of this Article or the Act, is permitted shall be sufficiently so done or passed if effected by an ordinary resolution unless either the Act or the Articles specifically requires such Act to be done or Resolution passed by a Special Resolution.

When if quorum not present meeting to be dissolved and when to be adjourned.

23. If within half an hour from the time appointed for the Meeting a quorum be not present the Meeting, if concerned upon a requisition of shareholders shall be dissolved but in any other case it shall stand adjourned to the same day in the next week at same time, place, unless the same shall be a public holiday when the Meeting shall stand adjourned to the next day not being a Public Holiday at the same time and place and if at such adjourned meeting a quorum be not present within half an hour from the time appointed for the meeting, those members who are present and not being less than two persons shall be a quorum and may transact the business for which the meeting was called.

How questions of resolutions to be decided at meetings.

24. In the case of equality of votes the Chairman shall both on a show of hands and at a poll shall have a casting vote in addition to the vote or votes to which he may be entitled as a member.

Power to adjourn General Meeting.

25. The Chairman of a General Meeting may adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. It shall not be necessary to give notice to the members of such adjournment or of the time, date and place appointed for the holding of the adjourned Meeting.

26. If a poll be demanded, the demand of a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll have been demanded.

Business may proceed not withstanding demand of poll.

27. The chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

Validity of Votes.

VII. BOARD OF DIRECTORS

28. Except as otherwise determined by the Company in General Meeting the number of Directors shall not be less than two or more than twelve.

Strength of Board

29. The first Directors of the Company shall be :

First Directors

- 1. PUKHRAJ CHUNILAL JAIN
- 2. SEVANTIKUMAR PUKHRAJ JAIN
- 3. VIJAYKUMAR PUKHRAJ JAIN
- 4. VIMALKUMAR PUKHRAJ JAIN
- 5. DEEPAKKUMAR PUKHRAJ JAIN

30. A Director shall not be required to hold any qualification share.

Qualification Share

31. Any casual vacancy caused by death, resignation or otherwise among the Directors may be filled up by the Board, but any person so appointed shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

Board may fill up casual vacancies

32. The Board of Directors shall have power at time and from time to time to appoint any person as a Director as an addition to the Board but so the total number of Directors shall not any time exceed the maximum number fixed by these articles. Such Additional Director shall hold office until the next Annual General Meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting, subject to the provisions of the Act.

Additional Director

33. The Board of Directors may appoint an Alternate Director to act for a director, who is absent or is likely to be absent for a period of not less than three months from the state in which the meetings of the Board are ordinarily held. The appointee whilst he holds the office as an Alternate Director shall be entitled to notice of the meetings of the Board and to attend and vote thereof

Alternate Director

provided that he shall vacate office as and when the Director concerned returns to the state.

Sitting fees and Director's remuneration.

34. The sitting fees payable to the Directors shall be such sum as may be fixed by the Board of Directors, not exceeding the sum fixed under Section 310 of the Act from time to time, for each meeting of the Board of Directors or Committee thereof attended by them. Additional remuneration, as may be fixed by the Company, may be paid to anyone or more of their number for services rendered by him or them and the Directors shall be paid further remuneration (if any) as the Company in general meeting shall from time to time determine.

The remuneration of the directors including additional and alternate directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day to day.

Director Expenses

35. In addition to the remuneration payable to them, the directors may be paid all travelling, hotel and other expenses incurred by them :-

- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
- (b) in connection with the business of the Company.

Special Remunerations to Directors performing extra services

36. If any Director shall have performed extra or special services, whether on special committee or otherwise, or made any special exertions in going or residing abroad, or in securing or attempting to secure for the Company special contracts, business, rights, or privileges or information or otherwise for any of the purposes of the Company, the Company may remunerate such Director in such manner as the Board may determine either by a fixed sum or on percentage basis or otherwise as may be determined from time to time.

37. The office of Director shall be vacated in accordance with Section 283 of the Companies Act, 1956.

VIII. PROCEEDINGS OF DIRECTORS

Meeting of Directors

38. The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit. Notice in writing of every meeting of the Directors shall ordinarily be given by a Director or such other officer of the Company duly authorised in this behalf to every Director for the time being in India and at his usual address in India.

39. The quorum for a meeting of the directors shall be determined from time to time in accordance with the provisions of Section 287 of the Act. If a quorum shall not be present within fifteen minutes from the time appointed for holding a meeting of the Directors it shall be adjourned until such date and time as the Directors present shall appoint.

Quorum

40. The Secretary may at any time, and upon request of any two Directors shall summon a meeting of the Directors.

Summoning a meeting of Directors.

41. Subject to the provisions of Sections 316, 372(5) and 386 of the Act, questions arising at any meeting shall be decided by a majority of votes. Each Director will have one vote and in case of equality of votes the Chairman shall have a second or casting vote.

Voting at Meeting.

42. The Chairman of the Board of Directors shall be Chairman of the meetings of Directors. Provided that if the Chairman of the Board of Directors is not present within five minutes after the appointed time for holding the same, the Directors present shall choose one of their member to be Chairman of such meeting.

Chairman of Meeting.

43. A meeting of Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles of the Company and the act for the time being vested in or exercisable by the Directors generally.

Act of Meeting.

44. The Directors may subject to compliance of the provisions of the Act, from time to time delegate any of their powers to committees consisting of such members or member of their body as they think fit, and may from time to time revoke such delegation. Any committee so formed shall in exercise of the power so delegated confirm to any regulations that may from time to time be imposed on it by the Directors. The meetings and proceedings of such Committee's if consisting of two or more members, shall be governed by the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under this Article.

To appoint Committee and to delegate power and to revoke it.

45. All acts done at any meeting of the Directors or of a Committee of the Directors or by any person acting as a Director shall be valid notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors, Committee of persons acting as aforesaid or that they or any of them were disqualified.

Validity of acts.

Company in which any Director shall be in any way interested be avoided, or shall any Director be liable to account to the Company any profit realised by any such contract, agreement or arrangement or by reason only of such Director holding that office or of the fiduciary relation thereby established; but it is declared that the nature of his interest must be disclosed by him at the meeting of the directors at which the contract, agreement or arrangement is determined or entered into. A general notice that Directors is a member of any specified firm, association of persons or company and is to be regarded as interested in all transactions with that firm, association of persons, company shall be a sufficient disclosure under these Articles as regards such Director and the said transactions and after such general notice it shall not be necessary for such director to give a special notice relating to any particular transaction with that firm, association of persons or company.

51. A Director of the Company may, as a Director, take part in the discussion of, or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company, notwithstanding the fact that he is concerned or interested in the said contract or arrangement, whether directly or indirectly.

Right to vote and participate in discussion

XII. DIVIDENDS

52. The Board may deduct from the dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to shares of the company or not.

Deductions from dividends

XIII. BORROWING POWERS

53. The Directors may from time to time, at their discretion, subject to the provisions of Section 292 of the Act borrow any sum or sums of money for the purposes of the Company from directors, members of the Company or other persons.

Power to borrow

The Directors may raise or secure the repayment of such money in such manner and upon such terms and conditions in all respects, as they think fit and in particular by making, drawing, accepting or endorsing on behalf of the Company any notes, bills of exchange, or other negotiable instruments, or giving or issuing any other security of the Company, and/or by mortgage or charge of all or any part of the property of the Company or of its uncalled capital, if any, for the time being.

XIV. THE SEAL

54. The Board shall provide a Common Seal for the purposes of the Company, and shall have power from time to time to destroy

Common Seal

the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the seal for the time being, and the Seal shall never be used except by the authority of the Board or Committee of the Board previously given.

The Company shall also be at liberty to have an official Seal in accordance with Section 50 of the Act, for use in any territory, district or place outside India.

Affixing of
Common
Seal

55. Every Deed or other instrument, to which the Seal of the Company is required to be affixed, shall, unless the same is executed by a duly constituted attorney, be signed by two directors or one director and secretary or some other person appointed by the Board for the purpose; provided that in respect of the share certificate the seal shall be affixed in accordance with the Companies (Issue of Share Certificates) Rules, 1960.

XV. INDEMNITY

Right of
indemnity

56. Save as provided under Section 201 of the Companies Act, 1956, every officer or agent for the time being of the Company shall be indemnified out of the assets of Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application, under section 633 of the Act, in which relief is granted to him by the Court.

XVI. SECRECY

Secrecy
clause

57. Every Director, Manager, Auditor, Trustee, Member of a committee, Officer, Servant and Accountant or other persons employed in the business of the Company shall before entering upon his duty sign a declaration, pledging himself to observe a strict secrecy respecting all transactions of the Company with the customers and the state of accounts with the individual and in matter relating thereto and shall by such declaration pledge himself not to release any of the matters may come to his knowledge in the course of his duties except when required so to do by the Directors or by any meeting or a court of law or by the persons to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained or by the Act or any other law.

We the several persons, whose names, addresses, and descriptions are hereunder are desirous of being formed into a Company in pursuance of these Articles of Association.

Name, address, description, and occupation of each subscriber	Signature of Subscriber	Signature, Name, address, description & occupation of witness
<p>1. Pukhraj Jain S/o Chunilal Jain Flat No. 15, II Floor, 138-A, Chandawadi, C. P. Tank Road, Mumbai - 400 004. Occupation : Business</p>	Sd/-	<p>Witness to Subscriber No. 1 to 5 Sd/- Bhaskar C. Shah Chartered Accountant S/o Chandrakant Shah 401, Pavapuri Apartments 'A' Wing, Ashok Chakravarti Road, Kandivli (East), Mumbai - 400 101. Profession in Chartered Accountancy</p>
<p>2. Sevantikumar Jain S/o. Pukhraj Jain Flat No. 15, IIInd Floor, 138-A, Chandawadi, C. P. Tank Road, Mumbai - 400 004. Occupation : Business</p>	Sd/-	
<p>3. Vijay Kumar Jain S/o. Pukhraj Jain Flat No. 15, IIInd Floor, 138-A, Chandawadi, C. P. Tank Road, Mumbai - 400 004. Occupation : Business</p>	Sd/-	
<p>4. Vimal Kumar Jain S/o. Pukhraj Jain Flat No. 15, IIInd Floor, 138-A, Chandawadi, C. P. Tank Road, Mumbai - 400 004. Occupation : Business</p>	Sd/-	
<p>5. Deepak Kumar Jain S/o. Pukhraj Jain Flat No. 15, IIInd Floor, 138-A, Chandawadi, C. P. Tank Road, Mumbai - 400 004. Occupation : Business</p>	Sd/-	

Place : Mumbai

Date : 30.11.2005

TRUE COPY

OPULENT TRADING & INVESTMENT PVT. LTD.

Balance Sheet as at March 31, 2021

Particulars		Note No.	As at 31.03.2021	As at 31.03.2020
I. EQUITY AND LIABILITIES				
1 Shareholders' funds				
(a) Share capital		1	7,25,000	7,25,000
(b) Reserves and surplus		2	23,37,567	23,09,245
2 Share application money pending allotment				
3 Non-current liabilities				
(a) Long-term borrowings		3	72,56,482	75,17,778
(b) Deferred tax liabilities (Net)				
(c) Other Long term liabilities				
(d) Long-term provisions				
4 Current liabilities				
(a) Short-term borrowings				
(b) Trade payables		4	118	7,400
(c) Other current liabilities		5	58,830	1,00,799
(d) Short		6	-	-
TOTAL			1,03,77,997	1,06,60,222
II. ASSETS				
Non-current assets				
1 (a) Property, Plant & Equipment				
(i) Tangible assets				
(ii) Capital work-in-progress				
(b) Non-current investments		7	84,00,000	84,00,000
(c) Deferred tax assets (net)				
(d) Long-term loans and advances		8	-	-
(e) Other non-current assets				
2 Current assets				
(a) Current investments				
(b) Inventories				
(c) Trade Receivables		9	-	8,38,307
(a) Cash and cash equivalents		10	8,39,433	3,09,226
(c) Short-term loans and advances				
(b) Other current assets		11	11,38,563	11,12,688
TOTAL			1,03,77,997	1,06,60,222

This is the Balance Sheet referred to in our report of even date attached.
The notes referred to above form an integral part of the Balance Sheet

(0)

HEMANT GOYAL
Chartered Accountant

(Hemant Goyal)
M.No. 113495

Place : Mumbai

Date : 03/11/2021

UDIN : 211134-9AAAAADV8122



For and on behalf of the Board

Director

Sevanti Kumar Jain
Din No:00204618

Director

Vimal Jain
Din No:02307927**TRUE COPY**

OPULENT TRADING & INVESTMENT PVT. LTD.
Profit and loss statement for the year ended March 31, 2021

Particulars	Refer Note No.	For the Year Ended	For the Year Ended
		March 31, 2021	March 31, 2020
I Revenue from operations	12	6,90,000	13,31,113
II Other income	13	-	-
III Total Revenue (I + II)		6,90,000	13,31,113
IV Expenses:			
Administrative & Selling Expenses	14	12,342	9,900
Finance costs	15	6,40,336	10,07,982
Depreciation and amortization expense			
Preliminary / Preoperative Expenses W / off			
Total expenses		6,61,678	10,17,882
Profit before Tax and exceptional and extraordinary items and tax (III - IV)		28,322	3,13,231
VI Exceptional items		-	-
VII Profit before extraordinary items and tax (V - VI)		28,322	3,13,231
VIII Extraordinary items		-	-
IX Profit before tax (VII - VIII)		28,322	3,13,231
X Tax expense:			
(1) Current tax		-	-
(2) Deferred tax		-	-
(3) Prior Period Tax Adjustments		-	-
XI Profit (Loss) for the Year (VII - VIII)		28,322	3,13,231
XII Profit/(loss) from discontinuing operations		-	-
XIII Tax expense of discontinuing operations		-	-
XIV Profit/(loss) from Discontinuing operations (after tax) (XII - XIII)		-	-
XV Profit (Loss) for the period (XI + XIV)		28,322	3,13,231
XVI Earnings per equity share:			
(1) Basic		-	-
(2) Diluted		-	-

This is the Profit & Loss Account referred to in our report of even date attached.
 The notes referred to above form an integral part of the Balance Sheet

HEMANT GOYAL
 Chartered Accountant


 (Hemant Goyal)
 M.No. 113495



Place: Mumbai
 Date: 03/11/2021
 UDIN: 21113495AAAA DV 8122



For and on behalf of the Board


 Director
 Sevanthi Kumar Jain
 Din No:00204618


 Director
 Vimal Jain
 Din No:02307927

OPULENT TRADING & INVESTMENT PVT. LTD.

Statement of Change in Equity

Particulars	Share Capital	Security Premium	Retained Earning	Total Equity
Balance as on 01.04.2020	7,25,000	18,75,000	4,34,245	30,34,245
Shares Issued During the Year	-	-	-	-
Net Profit /(Loss) Earned During the Year	-	-	-	-
Appropriation of Profit	-	-	28,322	28,322
Balance as on 31.03.2021	7,25,000	18,75,000	4,62,567	30,62,567

As Per Our Report of Even Date

HEMANT GOYAL
Chartered Accountant

(Hemant Goyal)
M.No. 113495



Place : Mumbai

Date : 03/11/2021

UDIN: 21113495AAAADV8122



For and on behalf of the Board

Director
Sevanti Kumar Jain
Din No:00204618

Director
Vimal Jain
Din No:02307927

OPULENT TRADING AND INVESTMENT PVT. LTD.
 NOTES FORMING PART OF THE ACCOUNTS FOR THE PERIOD ENDED 31ST MARCH 2021

Share Capital	As at 31 March 2021		As at 31 March 2020	
	Number		Number	
Authorised Capital				
Equity Shares of Rs 10 each fully paid	1,50,000	15,00,000	1,50,000	15,00,000
Issued, Subscribed & Paid up Capital				
Equity Shares of Rs 10 each fully paid	72,500	7,25,000	72,500	7,25,000
Total	72,500	7,25,000	72,500	7,25,000

a) The Reconciliation of Share Capital is given below:

Particulars	Equity Shares		Preference Shares	
	Number		Number	
Shares outstanding at the beginning of the year	72,500	7,25,000	-	-
Shares issued during the year	-	-	-	-
Shares bought back during the year	-	-	-	-
Shares outstanding at the end of the year	72,500	7,25,000	-	-

b) Terms/ Rights attached to class of shares:

The Company has only one class of Shares referred to as Equity Shares having a par value of Rs 10-. The holder of equity shares are entitled to one vote per share.

c) Details of Shares held by holding / ultimate holding company / or their subsidiaries / associates

Particulars	As at 31 March 2021	As at 31 March 2020
Shares held by holding / ultimate holding company / or their subsidiaries / associates	Nil	Nil

d) Details of Shareholder(s) holding more than 5% of Equity shares in the Company as on 31.03.2020

Name of Shareholder	As at 31 March 2021		As at 31 March 2020	
	No. of Shares held		No. of Shares held	
Revankar P. Jain	42000	38.4%	42000	38.4%
Vinodkar P. Jain	29500	41.24%	29500	41.24%

e. Details of shares issued for consideration other than cash

Particulars	As at 31 March 2021	As at 31 March 2020
Aggregate number of shares issued for consideration other than cash, bonus shares issued and shares bought back during the period of 3 years immediately preceding the reporting date	Nil	Nil

Reserves & Surplus	As at 31 March 2021	As at 31 March 2020
A. Securities Premium Account		
Balance at the beginning of the year	18,75,000	18,75,000
Additions during the year	-	-
Less - Premium Utilised for various reasons	-	-
Balance at the end of the year	18,75,000	18,75,000
A. Surplus		
Surplus at the beginning of the year	4,34,245	1,21,014
Profit for the period	28,332	5,13,231
Closing Balance	4,62,577	4,34,245
Total	23,37,577	23,09,245

Long Term Borrowings	As at 31 March 2021	As at 31 March 2020
Unsecured Loans		
From Director & Member	72,56,482	31,00,412
From Corporate	-	49,37,360
Total	72,56,482	80,37,772

4	Trade Payables	As at 31 March 2021	As at 31 March 2020
	Sundry Creditors	118	7,400
	Total	118	7,400

5	Other Current Liabilities	As at 31 March 2021	As at 31 March 2020
	Other Current Liabilities	58,830	1,00,799
	Total	58,830	1,00,799

6	Short Term Provisions	As at 31 March 2021	As at 31 March 2020
	Provision for Tax AY 18-19	-	-
	Total	-	-

7	Non Current Investment	As at 31 March 2021	As at 31 March 2020
	Investments (Unquoted)		
	Golden Metal Pvt. Ltd. (840000 shares of Rs. 10/- each)	84,00,000	84,00,000
	Total	84,00,000	84,00,000

8	Long Term Loans And Advances	As at 31 March 2021	As at 31 March 2020
	(Unsecured, consider good unless otherwise stated)		
	Golden Metal Pvt. Ltd.	-	-
	Total	-	-

9	Trade Receivables	As at 31 March 2021	As at 31 March 2020
	(Unsecured, consider good unless otherwise stated)		
	(Outstanding for a period less than six months)		
	Divyansh Metal Pvt. Ltd.	-	8,38,307
	Total	-	8,38,307

10	Cash and cash equivalents	As at 31 March 2021	As at 31 March 2020
	a. Balances with banks	7,87,398	3,07,193
	b. Cash on hand	52,035	2,035
	Total	8,39,433	3,09,228

11	Other current assets (specify nature)	As at 31 March	As at 31 March	Remarks
	MAT Credit Receivable	2,73,743	2,73,743	
	IT Assessment Order AY 13-14	7,05,230	7,05,230	
	Tds FY 18-19	44,725	44,725	
	TDS FY 20-21	25,873	-	
	TDS FY 19-20	88,990	88,990	
	Total	11,38,561	11,12,688	

12	Revenue from Operations	For the year ended 31 March 2021	For the year ended 31 March 2020
	Commission Income	6,90,000	8,82,478
	Interest Received	-	4,48,683
	Total	6,90,000	13,31,161

13	Other Income	For the year ended 31 March 2021	For the year ended 31 March 2020
	Written Back	-	-
	Total	-	-

14	Administrative & Selling Expenses	For the year ended 31 March 2021	For the year ended 31 March 2020
	Audit Fees	5,500	3,000
	IT Appeal Fees	-	-
	Printing & Stationary Exp	-	-
	ROC Fees	-	2,800
	Professional Fees	-	-
	Out of pocket expenses	-	-
	Interest on delay payment of TDS	3,024	-
	Profession Tax	2,500	2,500
	Office Expenses	1,318	-
	Total	12,342	8,500

15	Finance Cost	For the year ended	For the year ended
		31 March 2021	31 March 2020
	Bank Charges	4,936	
	Interest Paid on loan	6,44,400	10,07,982
	Total	6,49,336	10,07,982

16	Payments to the auditor as	For the year ended	For the year ended
		31 March 2021	31 March 2020
	a. auditor	5,500	5,000
	b. for taxation matters	-	-
	c. for company law matters	-	-
	d. for other services	-	-
	e. for service tax & GST on above	-	-
	Total	5,500	5,000

17 Related Party Disclosures as per AS 18:
Directors & Relatives:

Name of the Related Party	Nature of transactions	Qty as on 31.03.2021	Qty as on 31.03.2020
1) Mr. Sevanth Kumar Pakhraj Jain	Director		
2) Mr. Vinalkumar Pakhraj Jain	Director		
1) Mr. Vinalkumar Pakhraj Jain	Loan taken	38,73,658	10,80,255
2) Mr. Sevanth Kumar Jain	Loan taken	33,82,824	20,80,157

- 18 Unpaid amount to Micro, Small and Medium Enterprises on account of principal amount together with interest to whom the company owes a sum exceeding Rs. 1 Lacs which is outstanding more than 30 days as on 31.03.2019 is Rs. NIL. (Previous year Rs. NIL.)
- 19 Balances as stated under the head unsecured loans, Sundry Debtors & Sundry Creditors are subject to confirmation from the respective parties.
- 20 There are no Contingent Liabilities i.e. there is no possible obligation or any present obligation that will require an outflow of resources.
- 21 Previous year's figures have been regrouped wherever considered necessary to make them comparable with those of the current year.
- 22 Reference is invited to Statement of Significant Accounting Policies annexed hereto.

Signatories to Note 1 to 22 and Statement of Significant Accounting Policies:

HEMANT GOYAL
Chartered Accountant
(Hemant Goyal)
M.No. 113495

Place: Mumbai
Date: 03/11/2021



For and on behalf of the Board

Director: Sevanth Kumar Jain (Din No:00204618)
Director: Vinod Jain (Din No:02307927)

UDIN: 21113495AAAA DV81



OPULENT TRADING & INVESTMENT PVT. LTD.
Significant Accounting Policies for the Year Ended 31st March 2021

1. Basis of preparation of Financial Statements

The accompanying financial statements are prepared and presented under the historical cost convention, on the accrual basis (mercantile basis) of accounting and comply with the Accounting Standards prescribed by the Companies Act, 2013 to the extent applicable. The financial statements are presented in Indian Rupees.

2. Use of Estimates and Judgments

The preparation of financial statements is in conformity with generally accepted accounting principles (GAAP) and requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent liabilities on the date of the financial statements. The estimates and assumptions used in the accompanying financial statements are based upon management's evaluation of the relevant facts and circumstances as of the date of the financial statements. Actual result could differ from those estimates. Any revision to accounting estimates is recognized prospectively in current and future periods.

3. Revenue Recognition

Revenue are recognized as per AS-9 on accrual basis.

4. Investments

Current investments are carried at lower of cost and quoted fair value, computed category-wise. Non Current investments are stated at cost.

5. Taxation :

Income tax expense comprises current tax (i.e. amount of tax for the period determined in accordance with the income tax law), deferred tax charge or credit (reflecting the tax effects of timing differences between accounting income and taxable income for the period).

The deferred tax charge or credit and the corresponding deferred tax liabilities or assets are recognized using the tax rates that have been enacted or substantively enacted by the balance sheet date. Deferred tax assets are recognized only to the extent there is reasonable certainty that the assets can be realized in future; however, where there is unabsorbed depreciation or carried forward loss under taxation laws, deferred tax assets are recognized only if there is virtual certainty of realization of such assets. Deferred tax assets are reviewed as at each balance sheet date and written down or written up to reflect the amount that is reasonably / virtually certain (as the case may be) to be realized.

6. Provisions, Contingent Liabilities and Contingent Assets

The Company creates a provision when there is a present obligation as a result of past events and it is probable that there will be outflow of resources and a reliable estimate of the obligation can be made of the amount of the obligation. Contingent liabilities are not recognized but are disclosed in the notes to the financial statements. A disclosure for a contingent liability is made when there is a possible obligation or a present obligation that may, but probably will not, require an outflow of resources. When there is a possible obligation or a present obligation in respect of which the likelihood of outflow of resources is remote, no provision or disclosure is made.

Provisions are reviewed at each balance sheet date and adjusted to reflect the current best estimate. If it is no longer probable that the outflow of resources would be required to settle the obligation, the provision is reversed.

Contingent assets are not recognized in the financial statements. However, contingent assets are assessed continuously and if it is virtually certain that an economic benefit will arise, the asset and related income are recognized in the period in which the charge occurs.

7. NOTE ON IMPACT OF COVID-19

1) Estimation of uncertainties relating to the global health pandemic from COVID-19 (COVID-2019)

The operations of the Company were suspended following countrywide lockdown announced due to the onslaught of COVID-19.

The Company has since obtained required permissions and started its operations partially in respect of essential commodities and when the same was allowed gradually across the country. Based on the immediate assessment of impact of COVID-19 on the operations of the Company and ongoing discussions with the customers, vendors and service providers, the Company is positive of serving customer orders pertaining to services provided after resumption of the operations. The Company has considered the possible effects that may result from the pandemic relating to COVID-19 on the carrying amounts of current assets including trade receivables. In assessing recoverability of trade receivables, the Company has considered subsequent recoveries, past trends, credit risk profiles of the customers based on their industry, macroeconomic forecasts and internal and external information available up to the date of issuance of these financial statements. Based on this assessment, the Company is of the view that carrying amounts of trade receivables are expected to be realizable. The impact of COVID-19 may be different from that estimated as at the date of approval of these financial statements, and the Company will continue to closely monitor the developments.

2) Trade receivables:

The Company determines the allowance for credit losses based on historical loss experience adjusted to reflect current and estimated

future economic conditions. The Company has considered subsequent recoveries, past trends, credit risk profiles of the customers based on their industry, macroeconomic forecasts and internal and external information available to estimate the probability of default in future and has taken into account estimates of possible effect from the pandemic relating to COVID-19.

3) Revenue from operations with Customers :

The Company has evaluated the impact of COVID-19 resulting from (i) the possible constraints to continue its operations and services in

costs to fulfil the pending obligations (ii) onerous obligations (iii) penalties, if any, relating to breaches of agreements and (iv) termination or deferral of contracts by customers. The Company has concluded that the impact of COVID-19 is not material based on these estimates. Due to the nature of the pandemic, the Company will continue to monitor developments to identify significant uncertainties relating to revenue in future periods.

The key measures undertaken by the Company as a part of the new business environment is highlighted below:
Employee safety: Social distancing and workplace guidelines have been communicated in all work locations. Wearing of face masks is compulsory in our company's premises. Adequate arrangements have been made for temperature screening and sanitizers are provided at convenient places. Walk-ins are being controlled to ensure adequate social distancing. Frontline staffs have been adequately trained to ensure protection. Workplace is sanitized frequently, especially the common touch points. The Group is working with reduced staff strength and restricted timings. Sending of employees has been spread out and functions which can work from home are being encouraged.
Cost control: Cost structures are being relooked and rationalized according to the current needs of the business.
Digital channels: Digital channels and technology become imperative to deal with such situations. Sufficient technology and infrastructure support have been provided to enable work from home. Online channels have been provided to employee to reach out to customers for contactless sales.

HEMANT GOYAL
Chartered Accountant
Memb. No. 113495
MUMBAI.
(Hemant Goyal)
M.NO.113495

For and on Behalf of the Board

[Signature]
Director
Sevanti Kumar Jain
Din No:00204618

[Signature]
Director
Vimal Jain
Din No: 02307927

Place: Mumbai
Date: 03/11/2021

UDIN: 21113495AAAA0V8122



OPULENT TRADING AND INVESTMENT PVT. LTD.
Groupings For The Year Ended 31st March 2021

1	Unsecured Loans	As at 31 March, 2021	As at 31 March, 2020
	From Director & Member		
	Mr. VimalKumar P Jain	38,73,658	10,80,255
	Mr. Seventikumar Jain	33,82,824	20,80,157
		72,56,482	31,60,412
	From Corporates:		
	Mairu Impex Pvt Ltd	-	-
	Ritu Shipping Pvt. Ltd.	-	43,57,366
		-	43,57,366
	Total	72,56,482	75,17,778

2	Sundry Creditors	As at 31 March, 2021	As at 31 March, 2020
	Payable to MSME		
	R C Jain & Associates LLP	118	2,400
	Hemant Goyal	-	5,000
	Payable to Others		
	R C Jain Management Pvt Ltd	-	-
		118	7,400

Trade Payables are subject to confirmation from the respective parties

Notes:

1. Refer note 17 for related party balances.
2. The Company has certain dues to suppliers registered under Micro, Small and Medium Enterprises Development Act, 2006 ('MSMED Act'). The disclosure pursuant to the said MSMED Act are as follows:

2(a)	Particulars	As at 31 March 2021	As at 31 March 2020
	Principal amount due to suppliers registered under the MSMED Act and remaining unpaid as at year end	118	2,400.00
	Interest due to suppliers registered under the MSMED Act and remaining	-	-
	Principal amounts paid to suppliers registered under the MSMED Act, beyond the appointed day during the year	-	-
	Interest Paid, other than under section 16 of MSMED Act, to suppliers registered under the MSMED Act, beyond the appointed day during the year	-	-
	Interest Paid, under Section 16 of MSMED Act, to Suppliers registered under the MSMED Act, beyond the appointed day during the year	-	-
	Interest due and payable towards suppliers registered under MSMED Act, for payments already made	-	-
	Further interest remaining due and payable for earlier years -		
	Total	118	2,400

3	Other Current Liabilities	As at 31 March, 2021	As at 31 March, 2020
	Audit Fees Payable	10,500	-
	T.D.S. Payable	48,330	1,00,799
	Total	58,830	1,00,799

4	Long Term Loans And Advances	As at 31 March, 2021	As at 31 March, 2020
	Golden Metal Pvt. Ltd.	-	-
	Total	-	-

5	Bank A/c	As at 31 March, 2021	As at 31 March, 2020
	Bank of India	-	1,04,936
	Kotak Mahindra Bank Ltd	7,87,398	2,02,255
	Total	7,87,398	3,07,191

OPULENT TRADING & INVESMENT PVT.LTD.**Grouping of Shareholding as on 31.03.2021**

Sr No.	Name of the Shareholder	31.03.2021
1	Mr. Deepak Jain	100
2	Mr. Vijay Kumar Jain	100
3	Mr. Vimal Kumar P Jain	29900
4	Mr. Seventi Kumar P Jain	42400
		72500

DEFERRED TAX CALCULATION			
	TOTAL ON 31/03/19	NET FOR 31/03/20	TOTAL ON 31/03/20
	26.00%		26.00%
1 BUSINESS LOSS			
BUSINESS LOSS AS PER IT	0	-	0
DEFERRED TAX ASSET/(LIABILITY)	-0	-	0
DEFERRED TAX ASSET	-		-
DEFERRED TAX LIABILITY			
NET DEFERRED TAX ASSET/(LIABILITY)	-	-	-

x *[Signature]*

x *[Signature]*



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OPULENT TRADING AND INVESTMENT PRIVATE LIMITED

Regd. 138/A, CHANDAWADI, 2ND FLOOR, FLAT NO. 15, C.P TANK ROAD, MUMBAI MH 400004 IN; CIN No: U65990MH1994PTC081938;
Email ID: info@goldenmetal.in, Telephone No. 022 25672233

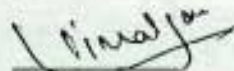
OPULENT TRADING & INVESTMENT PVT. LTD.**BALANCE SHEET AS AT DATE 31st December 2021**

PARTICULARS	AMT	AMT	PARTICULARS	AMT	AMT
Capital Account		30,38,865	Investments		84,00,000
SHARE CAPITAL A/C	7,25,000		Golden Metal Pvt. Ltd. - Shares	84,00,000	
Reserves & Surplus	23,13,865				
Loans (Liability)		72,56,482	Current Assets		19,02,747
Loan From Directors	72,56,482		Cash-in-Hand	52,035	
			Bank Accounts	7,12,149	
Current Liabilities		7,400	IT Assessment Order AY 13-14	7,05,230	
Audit Fees Payable	5,000		MAT Credit Receivable.	2,73,743	
R C JAIN & ASSOCIATES LLP	2,400		TDS Receivable AY 2020-21	1,14,865	
			TDS Receivable FY 18-19	44,725	
Total		1,03,02,746.74	Total		1,03,02,746.74

For and on behalf of the Board



Director
Sevani Kumar Jain
Din No:00204618



Director
Vimal Jain
Din No:02307927



Place: Mumbai
Date:

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OPULENT TRADING AND INVESTMENT PRIVATE LIMITED

Regd. 138/A, CHANDAWADI, 2ND FLOOR, FLAT NO. 15, C.P TANK ROAD, MUMBAI MH 400004 IN; CIN No: U65990MH1994PTC081938; Email ID: info@goldenmetal.in, Telephone No. 022 25672233

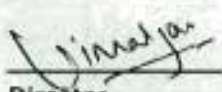
OPULENT TRADING & INVESTMENT PVT. LTD.

PROFIT & LOSS ACCOUNT AS AT DATE 31st December 2021

PARTICULARS		AMT	PARTICULARS		AMT
To	Bank Charges	919			
To	Penalty on TDS	26,000			
			By	Net loss	26,919
		26,919			26,919

For and on behalf of the Board


 Director
 Sevanti Kumar Jain
 Din No:00204618


 Director
 Vimal Jain
 Din No:02307927



Place:Mumbai
Date:

TRUE COPY

GOLDEN METAL PRIVATE LIMITED

Balance Sheet as at 31st March, 2021

Particulars	Refer Note No.	As at March, 2021	As at March 31, 2020
I. EQUITY AND LIABILITIES			
1 Shareholders Funds			
(a) Share capital	1	6,17,60,000	6,17,60,000
(b) Reserves and surplus	2	21,59,06,991	17,46,79,646
2 Share Application Money Pending Allotment			
-			
3 Non Current liabilities			
(a) Long-term borrowings	3	10,02,70,079	14,74,84,452
(b) Deferred tax liabilities (Net)		23,40,439	26,91,991
(c) Other Long Term liabilities		-	-
(d) Long-term Provisions		-	-
4 Current liabilities			
(a) Short-term borrowings	4	6,60,71,187	5,58,84,234
(b) Trade payables	5	1,11,64,662	4,81,63,940
(c) Other current liabilities	6	1,35,34,563	26,98,569
(d) Short-term Provisions	7	2,17,84,167	79,81,648
TOTAL		49,18,32,049	50,13,42,681
II. ASSETS			
1 Non-current assets			
(a) Property, Plant & Equipment			
(i) Tangible assets	8	9,61,85,825	9,94,47,635
(ii) Intangible assets		-	-
(iii) Capital WIP	8a	2,03,09,325	2,03,09,325
(iv) Intangible assets under development		-	-
(b) Non current investment	9	25,000	25,000
(c) Deferred tax assets (Net)		-	-
(d) Long term loans and advances	10	11,38,545	23,00,007
(e) Other non-current assets	11	-	-
2 Current assets			
(a) Current investment		-	-
(b) Inventories	12	21,31,13,445	23,08,33,884
(c) Trade receivables	13	13,53,69,228	11,72,34,865
(d) Cash and cash equivalents	14	11,27,902	9,68,256
(e) Short-term loans and advances	15	2,40,10,018	2,99,10,419
(f) Other current assets	16	3,52,761	3,13,289
TOTAL		49,18,32,049	50,13,42,681

This is the Balance Sheet referred to in our report of even date attached.
The notes referred to above form an integral part of the Balance Sheet

For R. C. JAIN & ASSOCIATES LLP
Chartered Accountants
FRN:103952W/W100156

(Gopal Kumar Agrawal)
Partner
M. No. 167380

Place : Mumbai
Dated : 29-11-2021
UDIN:22107380AAAABK7369

For and on behalf of the Board

For GOLDEN METAL PVT. LTD.
Deepak Kumar Jain
Director
Din No 02681109

Sevanti Kumar Jain
Director
Din No 00204618



TRUE COPY

GOLDEN METAL PRIVATE LIMITED

Profit and loss statement for the year ended 31st March, 2021

Particulars	Refer Note No.	For the year ended March 31, 2021	For the year ended March 31, 2020
I Revenue from operations	17	50,78,72,068	41,78,33,337
II Other income	18	58,55,774	38,41,070
III Total Revenue (I + II)		51,37,27,842	42,16,74,413
IV Expenses:			
Purchase of Raw Material / Stock for Trade	19	33,44,23,051	27,83,89,669
Change in inventories of Stock for trade	20	1,77,20,436	3,76,71,789
Employee benefit expense	21	3,48,73,382	2,94,80,466
Finance costs	22	1,91,23,306	1,91,65,188
Depreciation and amortisation expense	23	1,46,56,962	1,61,40,775
Other expense	24	3,83,04,229	3,32,30,001
Total expenses		45,91,01,766	41,40,77,888
Profit before exceptional and extraordinary items and tax (III - IV)		5,46,26,076	75,96,525
VI Exceptional items:		-	-
VII Profit before extraordinary items and tax (V - VI)		5,46,26,076	75,96,525
VIII Extraordinary items:		-	-
IX Profit before tax (VII - VIII)		5,46,26,076	75,96,525
X Loss - Tax expense:			
(1) Current tax		1,37,49,383	19,12,045
(2) Deferred tax		(3,50,653)	(4,97,524)
Profit (Loss) for the period from continuing operations (VII - VIII - X)		4,12,27,345	61,82,003
XII Profit/(loss) from discontinuing operations		-	-
XIII Tax expense of discontinuing operations		-	-
Profit/(loss) from Discontinuing operations (after tax) (XII - XIV)		-	-
XV Profit (Loss) for the period (XI + XIV)		4,12,27,345	61,82,003
XVI Earnings per equity share:			
Basic & Diluted		6.68	1.33

This is the Profit & Loss Account referred to in our report of even date attached.
The notes referred to above form an integral part of the Profit & Loss Account.

For R. C. JAIN & ASSOCIATES LLP
Chartered Accountants
FRN:103952W/W100156

(Gopal Kumar Agrawal)
Partner
M. No. 107280

Place : Mumbai
Dated : 29-11-2021
UDIN:22107380AAAABK7369

For and on behalf of the Board

For GOLDEN METAL PVT. LTD.

Deepak Kumar Jain Savanti Kumar Jain
Director Director
Din No 02681109 Din No 00204618



Golden Metal Private Limited

Cash Flow Statement Annexed to the Balance Sheet for the year ended 31st March, 2021

Particulars	31-03-2021		31-03-2020	
Cash flows from operating activities				
Profit/(Loss) before Taxation and extraordinary items	5,46,26,076		75,96,525	
Adjustment For:				
Depreciation and Amortization Expense	1,46,56,962		1,61,40,775	
Finance Cost	1,91,23,506		1,91,65,188	
Dividend Income				
(Profit)/Loss on sale of Fixed Assets(Net)				
Operating Profit before Working Capital changes		8,84,06,544		4,29,02,488
(Increase) / Decrease in Inventories	1,77,20,439		3,76,71,789	
(Increase) / Decrease in Capital Work-In-Progress				
(Increase) / Decrease in Trade and other receivables	(1,24,73,434)		2,90,17,137	
Increase / (Decrease) in Current Liabilities & Provisions	(31,72,911)		(8,20,01,395)	
Cash Generated from operations		9,04,80,638		1,85,90,079
Prior Period Tax	0			
Taxes Paid	1,37,49,383		19,12,045	
Net Cash from operating activities		7,67,31,255		1,66,77,993
Cash flows from investing activities				
Purchase of Fixed Assets	(1,13,95,151)		(1,62,31,957)	
Proceeds from Sale of Fixed Assets				
Dividend Received				
Proceed/(Payment) for Other Non Current Assets				
Net cash used in investing activities		(1,13,95,151)		(1,62,31,957)
Cash flows from Financing activities				
Issue of Share Capital				
Proceed from Security Premium				
Recovery/(Advancement) of Loans and advances (assets)	11,61,462		(1,37,877)	
Proceeds from Loans	(4,72,14,414)		1,89,17,906	
Dividend Paid				
Finance Cost	(1,91,23,506)		(1,91,65,188)	
Net cash generated/(used) in Financing activities		(6,51,76,456)		(3,85,156)
Net Increase in Cash and Cash equivalent		1,59,647		68,880
Opening balance of Cash and Cash equivalents		9,68,256		9,07,376
Closing balance of Cash and Cash equivalents		11,27,903		9,68,256

This is the Cash Flow Statement referred to in our report of even date attached.

For R. C. JAIN & ASSOCIATES LLP
Chartered Accountants
FRN:103952W/W100156

(Gopal Kumar Agrawal)
Partner
M. No. 107380

Place : Mumbai
Dated : 29-11-2021
UIDEN:22107380AAAABK7369

For and on behalf of the Board
For GOLDEN METAL PVT. LTD.
(Signature)
(Signature)
DIRECTOR / AUTH. SIGNATORY
Director Director
Din No 02681109 Din No 00204618



GOLDEN METAL PRIVATE LIMITED

(1) **NOTES FORMING PART OF THE ACCOUNTS FOR THE PERIOD ENDED 31ST MARCH 2021**

Share Capital	As at 31 March 2021		As at 31 March 2020	
	Number		Number	
Authorised Capital				
Equity Shares of Rs. 10 each	70,00,000	7,00,00,000	70,00,000	7,00,00,000
Issued, Subscribed & Paid up Capital				
Equity Shares of Rs. 10 each fully paid	61,76,000	6,17,60,000	61,76,000	6,17,60,000
Total	61,76,000	6,17,60,000	61,76,000	6,17,60,000

a) The Reconciliation of Share Capital is given below:

Particulars	Equity Shares		Preference Shares	
	Number		Number	
Shares outstanding at the beginning of the year	61,76,000	6,17,60,000	-	-
Shares issued during the year	-	-	-	-
Shares bought back during the year	-	-	-	-
Total Shares outstanding at the end of the year	61,76,000	6,17,60,000	-	-

b) Terms/ Rights attached to class of shares

The Company has only one class of Shares referred to as Equity Shares having a par value of Rs. 10/. The holders of equity shares are entitled to one vote per share.

c) Details of Shares held by holding / ultimate holding company / or their subsidiaries / associates

Particulars	As at 31 March 2021	As at 31 March 2020
Shares held by holding / ultimate holding company / or their subsidiaries / associates	Nil	Nil

d) Details of Shareholder(s) holding more than 5% of Equity shares in the Company as on 31.03.2021

Name of Shareholder	As at 31 March 2021		As at 31 March 2020	
	No. of Shares held	% of Holding	No. of Shares held	% of Holding
Mr. Sevankumar Palkraj Jain	16,00,000	25.91%	16,00,000	25.91%
Mr. Vjankumar Palkraj Jain	9,79,000	15.85%	9,79,000	15.85%
Opulent Trading & Investment Pvt Ltd	8,40,000	13.60%	8,40,000	13.60%
Mr. Palkraj Chandra Jain	7,00,000	12.31%	7,00,000	12.31%
Mr. Deepak Kumar Palkraj Jain	5,30,000	8.58%	5,30,000	8.58%
Mr. Vimal Kumar Palkraj Jain	4,27,000	6.91%	4,27,000	6.91%
Mrs. Meera Jain	3,70,000	5.99%	3,70,000	5.99%
Mrs. Vineta Jain	3,20,000	5.18%	3,20,000	5.18%

e) Details of shares issued for consideration other than cash

Particulars	As at 31 March 2021	As at 31 March 2020
Aggregate number of shares issued for consideration other than cash, bonus shares issued and shares bought back during the period of 5 years immediately preceding the reporting date.	Nil	Nil

Reserves & Surplus	As at 31 March 2021	As at 31 March 2020
Securities Premium Account	12,81,40,000	12,81,40,000
Capital Redemption Reserve	25,00,000	25,00,000
Surplus / (Deficit) in Statement of Profit & Loss		
Opening Balance	4,00,39,646	3,78,57,643
(+) Net Profit/(Net Loss) For the current year	4,12,27,345	61,82,003
Closing Balance	8,52,66,991	4,40,39,646
Closing Balance	21,59,06,991	17,46,79,646

Long Term Borrowings	As at 31 March 2021	As at 31 March 2020
Loans & Advances		
Term Loan (Secured)		
(i) From Bank		

Car Loan	720,176	16,60,404
Loans & Advances		
(Unsecured)		
(i) From Directors	4,20,49,863	3,21,71,731
(ii) From Shareholders	-	4,07,33,334
(iii) From Others	5,75,00,000	3,29,16,983
Total	10,62,70,039	14,74,84,452

4	Short Term Borrowings	As at 31 March 2021	As at 31 March 2020
		Loans repayable on demand	
(i) From bank (Secured)	6,60,71,187	5,58,84,234	
(ii) From others (unsecured)			
Total	6,60,71,187	5,58,84,234	

Loans from banks on cash credit, working capital demand loan from bank and bank's credit are secured by hypothecation of stocks of raw materials, finished products, stores and work-in-progress as well as book debts.

5	Trade Payables	As at 31 March 2021	As at 31 March 2020
		Sundry Creditors for Goods	91,17,874
Sundry Creditors for Expense	69,27,732	84,65,498	
Sundry Creditors for Assets	12,19,037	12,18,694	
Total	1,11,64,643	4,81,62,740	

5(a)	Particulars	As at 31 March 2021	As at 31 March 2020
		Principal amount due to suppliers registered under the MSME/D Act and remaining unpaid as at year end	
Interest due to suppliers registered under the MSME/D Act and remaining unpaid as at year end	-	-	
Principal amounts paid to suppliers registered under the MSME/D Act, beyond the appointed day during the year	-	-	
Interest Paid, other than under section 16 of MSME/D Act, to suppliers registered under the MSME/D Act, beyond the appointed day during the year	-	-	
Interest Paid, under section 16 of MSME/D Act, to Suppliers registered under the MSME/D Act, beyond the appointed day during the year	-	-	
Interest due and payable towards suppliers registered under MSME/D Act, for payments already made	-	-	
Further interest remaining due and payable for earlier years -			
Total	-	45,000	

6	Other Current Liabilities	As at 31 March 2021	As at 31 March 2020
		Statutory Reserves	95,77,281
Advance From Customer	29,57,282	3,02,694	
Total	1,25,34,563	26,98,569	

7	Short Term Provisions	As at 31 March 2021	As at 31 March 2020
		Provision for Tax (AY 21-22)	1,37,49,303
Provision for Tax (AY 20-21)	19,12,045	19,12,045	
Provision for Tax (AY 18-19)	25,12,938	25,12,938	
Provision for Tax (AY 19-20)	32,59,266	32,59,266	
Provision For Expense-Salaries & Wages Payable	3,18,222	2,90,438	
Leave Salary Payable	16,783		
Gratuity Payable	9,596		
Dividend Payable	5,514	6,921	
Total	2,17,84,167	79,81,648	

8	Non-Current Investment	As at 31 March 2021	As at 31 March 2020
		Investment with Government Securities - NSC	25,000

	Total	25,000	25,000
10	Long Term Loans And Advances	As at 31 March 2021	As at 31 March 2020
	Security Deposits (Unsecured, considered good)	11,38,545	23,00,007
	Total	11,38,545	23,00,007
11	Other Non Current Assets	As at 31 March 2021	As at 31 March 2020
		-	-
	Total	-	-
12	Inventories	As at 31 March 2021	As at 31 March 2020
	Raw Material (Both for Manufacturing and Trade)	13,71,91,794	19,10,42,927
	Work In Progress	1,70,72,003	1,59,31,313
	Finished Goods (Manufactured)	2,51,22,140	1,93,39,411
	Stock in Trade (optimal for trade)	14,83,449	13,70,467
	Others (Scrap)	1,22,43,999	31,49,766
	Total	21,31,13,445	23,08,33,884
13	Trade Receivables	As at 31 March 2021	As at 31 March 2020
	Unsecured and Considered Good Trade Receivables	13,55,69,228	11,72,34,863
	Total	13,55,69,228	11,72,34,863
14	Cash & Cash Equivalents	As at 31 March 2021	As at 31 March 2020
	Balance with Bank	9,98,109	7,77,883
	Cash in Hand	1,29,793	2,30,372
	Total	11,27,902	9,68,256
15	Short Term Loans and Advances (Assets)	As at 31 March 2021	As at 31 March 2020
	Security Deposits (Unsecured Considered Good)	1,39,489	1,39,489
	Prepaid Expenses	72,964	1,29,775
	Balances with Government Authorities	1,64,48,556	2,07,69,206
	Others		
	- Advance to Creditor For Goods	24,73,763	13,52,307
	- Advance to Creditor For Expense	7,84,505	12,65,679
	- Advance to Creditor For Assets	39,98,743	39,83,964
	- Other Advances	2,29,000	2,50,000
	Total	2,40,10,018	2,99,10,419
16	Other Current Assets	As at 31 March 2021	As at 31 March 2020
	Interest Accrued on Deposits (DGVCL)	3,42,337	3,02,745
	Interest Receivable on LC Margin		
	Interest Receivable-DBI	10,544	10,544
	Total	3,52,881	3,13,289
17	Revenue from Operations	As at 31 March 2021	As at 31 March 2020
	Sale of goods		
	Local	30,78,72,808	41,70,33,337
	Export	-	-
	Total	30,78,72,808	41,70,33,337

18	Other Income	As at 31 March 2021	As at 31 March 2020
	Other Income	58,55,774	38,41,076
	Total	58,55,774	38,41,076
19	Purchase of Traded Goods	For the year ended 31 March 2021	For the year ended 31 March 2020
	Purchase of Goods	33,44,23,051	27,83,89,669
	Total	33,44,23,051	27,83,89,669
20	Changes in Inventories of Stock in Trade	For the year ended 31 March 2021	For the year ended 31 March 2020
	Stock at the end of the year	21,31,13,448	23,08,33,884
	Stock at the beginning of the year	23,08,33,884	26,85,05,673
	(Increase)/Decrease (b-a)	1,77,20,436	3,76,71,789
21	Employee Benefit Expenses	For the year ended 31 March 2021	For the year ended 31 March 2020
	Director's Remuneration	2,50,00,000	1,25,00,000
	Salary, Wages, Bonus, Gratuity etc.	1,08,63,343	91,04,414
	Staff Welfare Expense	6,67,113	6,15,874
	Admin charges for PF	7,367	7,438
	PF Contribution by Employee	1,79,726	1,78,471
	PF Contribution by Employer	1,65,038	74,269
	Total	3,48,73,582	2,94,80,466
22	Finance Cost	For the year ended 31 March 2021	For the year ended 31 March 2020
	Interest expense on Borrowing		
	Bank Interest	41,30,074	41,64,461
	Interest on Car Loan	1,05,039	2,62,730
	Interest on Dividend Loan	1,41,51,671	1,40,30,342
		1,83,87,384	1,83,97,533
	Others		
	Interest on Buyers Credit		4,02,716
			4,02,716
	Other Borrowing Cost		
	Bank Charges	304	4,473
	Bank Processing charges	4,35,621	3,60,466
		4,36,322	3,64,939
	Total	1,91,23,506	1,91,65,188
23	Depreciation and Amortisation Expenses	For the year ended 31 March 2021	For the year ended 31 March 2020
	Tangible Assets	1,46,56,962	1,61,40,775
	Total	1,46,56,962	1,61,40,775
24	Other Expenses	For the year ended 31 March 2021	For the year ended 31 March 2020
	Advertisement Expenses		7,100
	A.M.C Charges	14,123	5,000
	Agency & forwarding Charges	54,200	19,000
	Audit Fees	-	50,000
	Balance Written off	24,12,419	62,192
	Books & Newspaper	1,047	7,743
	Brokerage & Commission		63,868
	Commissioning Charges	66,04,387	78,11,194
	Cleaning & Forwarding Charges	4,30,208	3,92,110
	Calibration Charges	40,460	43,537
	Computer Charges	13,453	
	Consultancy Charges	20,959	42,580
	Conveyances Charges	3,201	9,312

Cutting & Labour	19,000	2,750
Discount & Rebate	217	3,929
Donation	8,200	501
Electricity Charges	69,66,080	60,27,800
Factory Expenses		3,64,000
Finance Charges	750	
Forex Gain / Loss	4,758	
Freight Inward	18,79,364	15,07,365
Freight Charges (Purchase)	86,429	1,18,377
Freight Outward	40,55,370	33,97,744
General Expenses	4,36,348	1,01,270
GPCB Fees	10,000	2,35,695
GST	(5,831)	
Ground Water Abstraction Charges		
Gram Panchayat Tax	1,95,242	1,00,240
HEE, Hamoli		4,600
Insurance charges	6,02,362	4,78,239
Insurance premium	30,673	46,887
Income Tax AY 2008-09 Reassessment		6,120
Income Tax AY 2009-10 Reassessment		23,600
Income Tax AY 2018-19 Reassessment		6,950
Internet expenses	28,059	36,232
Interest on Debt: Payment of TDS/TCS	2,170	449
Interest on Late Payment of Sales Tax		(3,891)
Interest on Late Payment of Taxes	206	
Interest on Late Payment of Excise duty		22,992
Interest on late payment of GST	340	
Incentive of Employee	27,02,000	
Labour Charges	45,95,074	36,13,527
Legal Fees		1,200
Loading & Unloading Charges	29,001	23,090
Lodging and boarding		11,816
Loss from sale tax liability		1,35,589
Marketing charges		44,028
Membership fees	4,000	3,500
Office expenses	85,604	37,803
Packing Charges	1,34,369	1,21,286
Placements Expenses		
Out of pocket expenses	3,600	7,780
Petrol & Diesel	2,48,805	2,41,237
Postage & Courier	31,378	55,159
Printing & Stationery	27,206	30,451
Professional Fees	27,52,660	11,85,438
Professional Tax	37,580	38,100
Professional Tax (Cn)	5,600	5,000
Prior period expenses		15,000
Penalty - traffic		6,336
Penalty on excise		1,100
Rent	10,00,000	12,02,000
Repairs & Maintenance	9,17,749	10,39,693
Repairs to building	2,02,912	
Interest on	491	
Society Charges	2,26,418	4,61,776
Software Expense	17,640	12,748
Spare Parts	60,091	
Stores Spares Expense	2,93,911	99,923
Sturdy Expense	33,417	460
Telephone Charges	1,24,329	1,25,878
Testing & Inspection	93,711	89,908
Transport Charges	2,30,132	3,05,664
Travelling	5,00,220	24,77,720
Vat CST	1,63,303	
Vehicle Expenses	31,510	70,537
Warehousing Charges		1,33,002
Total	3,83,84,329	3,32,30,001

25	Details of Payment to Auditors	For the year ended 31 March 2021	For the year ended 31 March 2020
	Statutory Audit Fees		50,000
	Other Matters	27,18,600	11,85,438
	Total	27,18,600	12,35,438

26	EPS in accordance with AN 20	For the year ended 31 March 2021	For the year ended 31 March 2019
	(a) Earning Per Share		

Basic	6.48	0.92
Diluted	6.08	0.92
(b) Net Profit after tax considered for the calculation of EPS	4,12,27,345	57,10,795
(c) Weighted Average Number of Equity Shares used in computing earnings per equity share	61,76,000	61,76,000
(d) Face Value of each equity share	10	10

27 Related Party Disclosure as per Accounting Standard 18

Managerial personal

Name of Person	Nature of relationship
Deepak P Jain	Director
Pankaj C Jain	Director
Sevanti Kumar P Jain	Director
Vijay Kumar P Jain	Director
Vinod Kumar P Jain	Director

Other Related Parties

Name of Person	Nature of relationship	% of Holding
Optient Trading and Investment Private Limited	Shareholder	13.60%

Transactions with Related Parties of Revenue Nature

Particulars	For the year ended 31st, March 2021	For the year ended 31st, March 2020
Commission and Brokerage	-	5,99,072
Interest on Loan	1,07,43,581	91,18,343
Rent and Warehousing Charges	10,00,000	12,00,000
Remuneration to Directors	2,30,00,000	2,10,00,000
Remuneration to Relative of Directors	8,58,199	7,62,314
Total	3,56,01,780	3,26,79,729

Transactions with Related Parties of Capital Nature

Particulars	Outstanding as on 31st, March 2021	Outstanding as on 31st, March 2020
Loan From Directors		
Deepak P Jain	1,10,31,463	94,72,000
Pankaj C Jain	80,97,500	81,10,000
Sevanti Kumar P Jain	1,00,00,000	71,97,912
Vijay Kumar P Jain	69,97,500	6,83,000
Vinod Kumar P Jain	46,97,500	72,00,000
Loan From Other Relatives		
Ilhavia V Jain	-	28,55,000
Divya S Jain	-	27,65,000
Hemlata V Jain	-	56,75,000
Mohan S Jain	-	87,23,000
Vinaya Jain	-	43,000
Devanadi Jain	-	18,00,000
Tanisha Jain	-	18,00,000
Loan outstanding as on the last day of the Financial Year	4,28,49,863	5,63,72,912

28 C.I.F value of Imports & Expenditures

Particulars	For the year ended 31 March 2021	For the year ended 31 March 2020
a. CIF Value of Imports		
b. Expenditure in Foreign Currencies		
i. Foreign Travel	-	-
ii. Forex Loss	1.78	-

(ii) Others	-	-
Total	4,758	-

- 29 Segment Information: The Company Operates in one Segment namely Manufacturing & Trading in Ferrous & Non Ferrous and its accessories
- 30 In the opinion of the Board, all assets have a realisable value at the ordinary course of business which is not different from the amount at which it is stated.
- 31 There are no Contingent Liabilities i.e. there is no possible litigation or any present obligations that will require an outflow of resources.
- 32 Previous year's figures have been regrouped wherever considered necessary to make them comparable with those of the current year.
- 33 Reference is invited to Statement of Significant Accounting Policies annexed hereto.

Signatories to Note 1 to 33 and Statement of Significant Accounting Policies

For R. C. JAIN & ASSOCIATES LLP
Chartered Accountants
FRN:102952W/W100156

(Gopal Kumar Agarwal)
Partner
M. No. 107380

Place : Mumbai
Dated : 29-11-2021
UDIN:22107380AAAA007369

For and on behalf of the Board
OF GOLDEN METAL PVT. LTD.

(Signature)
DIRECTOR / AUTH. SIGNATORY
Deepak Kumar Jain
Director
Din No 02681109

(Signature)
Sachin Kumar Jain
Director
Din No 00204618



GOLDEN METAL PRIVATE LIMITED
Groupings For The Year Ended 31st March 2021

Other Income	For the year ended 31st March 2021	For the year ended 31st March 2020
Interest Income		79,385
Interest on VAT Refund	7,19,265	
Discount Received	12,10,418	5,95,606
Freight Charges (Sales)	33,18,033	30,64,282
Fines Gain		2,28,494
Interest from DGVTCL	42,672	57,739
Pallet Charges	24,000	
Packing & Forwarding (Sales)	5,41,380	2,15,620
Total	58,55,774	38,41,076

Long Term Borrowings	As at 31 March 2021	As at 31 March 2020
(a) Term Loan (Secured)		
<i>From Bank</i>		
Car Loan- Hdfc- Zeta		49,647
Car Loan- Ccts	3,71,640.00	8,74,422.00
Car Loan- Venna	3,49,136.00	7,36,353.00
Car Loan Kotak (Amount VXMT Metal)		
	7,20,776	16,60,424
(b) Loans & Advances From Directors		
Dimplek P Jain	1,10,51,463	1,57,59,086
Prakruti C Jain	86,57,500	98,66,024
Sravani Kumar P Jain	1,06,05,900	1,09,47,802
Vijay Kumar P Jain	69,97,500	47,88,622
Vimal Kumar P Jain	46,97,500	1,08,15,197
	4,20,49,863	5,21,71,731
(c) Loans & Advances From Shareholders		
Hemlata V Jain		63,98,328
Mexxa S Jain		1,02,01,227
Blavim V Jain		61,64,715
Divya S Jain		80,04,153
Devanndi V Jain		49,84,380
Tanisha Jain		48,96,741
Vimala P Jain		20,98,790
		4,07,35,334
(d) Loans & Advances from others (Unsecured)		
Ambuja Intermediates Pvt Ltd	1,70,00,000.00	54,30,000.00
Cicops Commodities Pvt Ltd	50,00,000	54,05,000
Maa Pahari Mercantiles Pvt Ltd	2,30,00,000	97,29,000
Reethi Shipping Pvt Ltd	1,10,00,000	3,07,11,483
Shree Kaveraj Enterprises Pvt Ltd	15,00,000	16,31,500
Cipulent Trading & Investments Pvt Ltd		
	5,75,00,000	5,29,16,983
Total	10,02,70,029	14,74,84,452

Short Term Borrowings	As at 31 March 2021	As at 31 March 2020
Loans repayable on demand		
<i>From Bank/Secured</i>		
Import IAC		
Kotak Mahindra Bank Ltd	6,60,71,187	5,58,84,234
Total	6,60,71,187	5,58,84,234

Trade Payables	As at 31 March 2021	As at 31 March 2020
Sundry Creditors For Goods (Miscellaneous)		
Abhay Steels		32,474
Industrial Tube Trading Co		50,000
Real Steel		7,58,960

(Umbargao)		
DIANI AXMI CORPORATION		22,11,910
MAHAVER STAINLESS STEEL		1,00,000
NICKEL IMPEX LLP	29,97,770	58,595
New A K Steel	19,744	
RAJPUTANA STAINLESS LIMITED		21,90,081
Reliable Stainless	268	1,49,08,120
Ray International	91	
Seth Iron & Steel Pvt Ltd		65,00,000
Shaligram Metals & Tubes Pvt Ltd (P)		1,04,17,866
SETH STEELAGE PVT.LTD.		1,853
STEEL CORPORATION		2,48,989
UBIQUE ALLOYS PVT LTD-19-20]		10,00,000
Veena Steel Industries		
Total	30,17,873.00	3,64,78,848

5 Other Current Liabilities	As at 31 March 2021	As at 31 March 2020
Statutory Remittances		
Profession Tax	11,980	25,200
TDS on Brokerage & Commission	1,52,546	2,46,464
TDS on Contract	17,337	10,754
TDS on Interest	10,83,102	14,03,034
TDS on Rent & Warehousing	75,000	1,20,000
TDS on Professional Fee	1,68,317	10,268
TDS on Salary	20,94,153	4,65,787
TCS Receivable	(16,473)	
TCS	52,840	
PF Payable	34,107	21,903
Output CGST @2.5% (RCM)		2,903
Output SGST @2.5% (RCM)		2,903
GST Payable	58,17,815	
Net Receivable Form C	86,557	86,557
	95,77,281	23,95,875
Advance From Customer		
(Mumbai)		
Crystal cook-n-serve product pvt ltd		1,854
Hari Krishna Enterprise		5,232
Spider Steel Spring Mfg Co	6,403	6,405
(Umbargao)		
Air Controls		
Digital ID Card Systems		
D.C. Engineers Pvt Ltd	28,41,623	
CONNECTWELL INDUSTRIES PVT. LTD.		354
INDUSTRIAL BELTING COMPANY		500
LATTEYS INDUSTRIES LIMITED	1,00,000	10,058
N.S.PRECISION WORKS PVT LTD		40,375
Pressfab Engineering Pvt Ltd	9,256	
Ravaa Enterprises		50,000
SHREE BHAKTI ENGINEERS		1,030
SIMLA SPRINGS PVT.LTD.		155
Vera Technologies Pvt.Ltd-Telangana		1,73,731
	29,57,282	3,02,694
Sundry Creditor For Expenses		
(Mumbai)		
Ajaykumar Singh	27,800	22,058
Bandu Jain	41,625	
Bharat Enterprises		1,864
Bharu Vinod Mehta		1,02,800
Bhavini V Jain		81,369
Deepak P Jain (Salary)		2,01,795
Dhiraj Suresh Nadhani		
Divita S Jain		81,369
Electricity Charges Payable		3,579
Elva Quality Systems & Calibration Pvt Ltd	2,721	2,722
Geo-Chem Laboratories Pvt Ltd.		7,436
Metallurgical Services Pvt Ltd		142
Mitesh Enterprises		
Nero Veneers & Decoratives		
Nidha Trastor		18,025

Pratap Choudhary	19,445	19,445
Pakdem C Jain (Salary)		2,05,773
Reema Praveesh Mehta		1,03,310
R C Jain & Associates LLP		45,000
Ridha Haidal Kamanga		1,25,000
Servans P Jain (Salary)		2,05,306
Sunier Singh Devda	61,667	39,342
Shree Maruti Courier Service Pvt Ltd		
Universal Multilinkers		
Tank Shukh		17,800
Vijay P Jain (Salary)		2,21,741
Vinod P Jain (Salary)		2,00,848
(Umbergson)		
Achya Environment	22,300	
Alco Steels Pvt Ltd	1,15,814	83,310
Alpesh Enterprises		8,50,430
Apsara International	5,841	
Arbiant Transport		660
Arbiant Power Equipments Pvt Ltd	15,059	
BALAJI INFRASTRUCTURE		1,41,880
B G CARGO		78,136
BEARAT TIMBER		930
Bhawan Heavy Electric & Transformer		-
Branded Polyweave	1,21,900	3,34,292
Doshi Slitters Pvt. Ltd.	4,181	
Gopalji Popatlal & Co.		5,057
Honest Metals	6,589	
Jako Strip Pvt Ltd	31,816	
Jagrabhai Roadlines	4,79,200	7,64,509
J.B.Purohit & Sons	4,628	4,306
Jaganmohi Extrusions India Ltd	1,98,334.00	
Jitesh Anand Shah		6,16,155
Just X-Pass	5,870	8,759
Jitesh Dibolal Balakrishna HOF	3,81,981	
Kash Manoj Kumar Chhajer	2,87,809	
Kala Ram Garhiwal	9,763	
Kheteshwar Hardware & Electricalee	13,456	
K K Enterprises	25,405	
Kishor Brothers		3,431
KUCHINOR STEEL INDUSTRIES		28,761
Lalita Nargaji Chaudan	1,98,705	
Mahaveeni Paint & Hardware Stores	2,281	

MANOHAR AGENCIES		5,68,345
NAVNATH ENTERPRISE	5,27,766	2,27,683
NETIA ALPESH KANUNGO		11,37,137
Nebu Industrial Security	37,119	30,666
Nikhil Special Steel		361
NIRMAL RATANLAL BOTHRA(HUF)	4,58,068	5,87,441
Om Sai Transport	22,768	
Pvema Traders	2,89,584	
Pravin Raghunathmal Jain HUF	3,85,540	
RATANLAL HASTIMAL BOTHRA(HUF)	4,60,185	3,54,171
R. B. Transport	20,500	54,350
R. B. Transport Company		
R. K. Dhatt	16,000	16,000
Rc Jain & Associates LLP		
Reliable Hardware & Engineering	4,695	
SAI SANJANA STEEL PROCESSOR		17,875
Shree Pawan Construction	5,01,150	
Sun Stationery And Safety	951	
Shree Ramesh Enterprises	21,584	
Shree Vamsuk Packaging	1,25,166	
S.S.Construction	1,66,273	1,66,273
Sumita Shekhar Desarda		
Sneha Enterprise	980	
Tanuj Electric	1,01,738	
Technocrat Solutions	10,000	10,000
Transasia Petrochem-Palghar		
Tanishq Engineering Solutions	93,800	
Taheri Refrigeration	36,300	
THE ENVIRONMENT CARE RESEARCH AND DEVELOPMENT		35,070
THE PROFESSIONAL COURIERS	793	1,713
Vakpati Corporation	22,303	
VIBRANT PLAST		35,400
Vijay P Jain		5,69,118
VIJAYA KRISHNA STEEL PROCESSORS PVT LTD		856
Vikram Raghunathmal Jain HUF	3,85,836	
Vinod Nitesh Chandan	6,29,436	
Vnp Electricals Pvt Ltd-(Labour)	9,227	
	69,27,752	84,65,498
Sundry Creditor For Assets		
Modi Car Agencies P Ltd		1,50,967
SMIKO EQUIPMENTS PVT.LTD.	2,95,600	2,95,600
Multiquantum Ind Controls (I) Pvt Ltd		1,24,000
Nisalam Automobiles Pvt Ltd		54,560
Valgo Machinery Pvt Ltd	1,84,062	
Elhavesh Shambhaji Haribhauya	2,45,809	
NETTICH AIR PROJECTS	4,93,566	5,93,567
	12,19,037	12,18,694
Total	1,11,64,662	4,81,63,039

6 Long Term Loans And Advances (Assets)		
	As at 31 March 2021	As at 31 March 2020
Security Deposits (Unsecured, considered good)		
Dep- BMC	2,33,860	2,33,860
Deposit-MTNL	1,000	1,000
(Umergam)		
Deposits Against Custom		11,61,462
Deposit - Tax Guj VAT	25,000	25,000
D.G.V.Co Ltd	8,78,685	8,78,685
Total	11,38,545	23,00,007

7 Trade Receivables		
	As at 31 March 2021	As at 31 March 2020
Uhorat Heavy Electricals Ltd - Haridwar	16,10,700	
Fairdeal Machine tools Co.		186
Jupiter Industrial Works Thane - Retail	8,41,951	2075231
Katz Industries	4,06,229	
Precitecomp India		295728

Pressfab Engineering (D) Pvt Ltd		19380
Unique Industrial Packages	8,01,899	801899
Ajanta LLP	2,58,940	2569
Adash Stainless Pvt Ltd	8,49,047	
Asian Wire Forming & Springs Pvt Ltd.	12,00,529	052055
Asrox Industries Pvt Ltd	61,821	
AQUATO INTERNATIONAL		60575
B-Tec Innovations		50525
Banco Gaskets (India) Limited	68,36,914	1099026
Bhaskari Industries	6,89,903	
Crescent Fabricators	1,790	55939
Climate Controls		284241
DIVYANSH METAL PVT LTD.		307726
D M Precision Stampings Company	17,26,119	
Emcoot	10,65,744	510284
Fulco Garden Tools Pvt Ltd	574	

Federal Mould Annual Sealing India Ltd.	17,297	17297
Fitwel Gasket Company (India) Pvt. Ltd.	1,642	6456330
Fluor Lumminres Private Limited	9,03,728	111790
Gala Precision Engineering Pvt. Ltd.	99	3835512
Industrial Delling Company	2,03,200	
Industrial Feeders INC	7,47,976	
Jolly Staple Craft Pvt.Ltd.	2,245	3996358
Jupiter Industrial Works -Hauz- Sfarwardhan		5544795
Jupiter Industrial Works-Rafale	2,01,94,608	16984790
KITZ INDUSTRIES		3584
Karal Enterprises	33,336	2902822
Klipsco Pvt Ltd.	4,76,426	2811258
Kolhe Auto Plant	12,19,618	1219618
La Gijjar Machineries Pvt. Ltd (Unit - IV)	6,23,777	2432147
MAHADEV INDUSTRIES	2,540	1959489
Mahavir Corporation	70,97,289	4943580
Mallavee Global Manufacturing	1,66,369	166369
Mamika Industries	5,37,967	336742
Master Tin Works	19,88,543	1988543
MASTURAL FIBRICHEM PVT. LTD.	13,14,020	300
Navratn Vimsey Pvt Ltd	10,85,738	
Metal One Corporation India Pvt Ltd	54,466	
Nath Wire Products	1,50,496	
Navekar Enterprises - Tamil Nadu		35
New Tech India Products	11,29,067	
New Metal India	4,04,094	
NORMA GROUP PRODUCTS INDIA PVT LID	14,80,404	458481
PERFECT INDUSTRIES		171369
Puro Precision	73,65,709	2918913
Precision India	1,32,524	
Prospect Engineering Works	4,15,50,511	16427759
Pycastab Engineering (I) Pvt Ltd		440744
Raju Engineering Works	2,25,843	219865
Raju Spring Work	2,39,939	161218
Rajasathan Fasteners Pvt Ltd	3,91,178	
Raychem Rpg Pvt Ltd	77,66,039	14925686
Reliable Engineering		
Reliable Engineering-L	14,335	14335
R.K. ENGINEERING WORKS		36
R.P. Enterprise	1,78,752	
Royal Spring	1,08,532	
Reather Innovative Closure Technologies Pvt Ltd	10,95,638	
Sachin Industries-Nashik		415850
Sharma Engineering Works-Silvassa	1,37,28,158	9319105
Sharma Engineering Works-Bhujwadi		1680772
Stamping Aids	1,66,136	166136
Supreme Nonwoven Industries Pvt. Ltd.	172	648694
Spring India		64219
Sovan Aluminiums Pvt Ltd Wada	1,47,536	138843
Supreme Technocrafts Private Limited	1,65,879	
Vem Technologies Pvt.Ltd-Telangana		93451
T.D. Enterprises	3,00,000	172863
Technocraft Industries	5,62,960	324594
UCT International	9,43,299	
Vihar Technologies		95258
Vem Technologies Pvt.Ltd-Telangana	27,570	
Winston Springs Pvt Ltd-Bhayanar	41,26,214	5576064
Yogi Products	1,45,179	
Total	13,55,69,228	11,72,35,800

Cash & Cash Equivalents	As at 31 March 2021	As at 31 March 2020
(a) Balance with Bank		
Industrial Bank	4,50,000.00	4,50,000.00
Bank Of Baroda (Uatargan)	1,47,537.00	92,101.18
Bank of Baroda	1,18,197.00	1,95,483.45
Kotak Mahindra Bank	2,82,375.00	
	9,98,109.00	7,37,985

(b) Cash in Hand		
Cash In Hand (Mumbai)	40,146.00	1,15,400.00
Cash with Branch (Umbergaon)	89,347.00	1,14,525.54
	1,29,793.00	2,29,925.54
Total	11,27,982.00	9,67,870
Short Term Loans and Advances (Assets)		
	For the year ended 31 March 2021	For the year ended 31 March 2020
(a) Security Deposits and Guarantee		
Bank LC Margin	1,59,489.00	1,59,489.00
Bank Guarantee	1,59,489.00	1,59,489
(b) Prepaid Expenses		
Prepaid AMC	14,373.00	9,123.00
Prepaid Insurance	52,158.00	1,09,985.03
Other Prepaid Expenses	-	5,482.00
Prepaid Interest Expenses	5,433.00	3,178.00
Prepaid Membership Fees	1,000.00	2,000.00
	72,964.00	1,29,775
(c) Balances with Government Authorities		
Income Tax AY 2012-13 (Reassessant)	2,38,830.00	2,38,830.00
Self Assessment tax AY 18-19	1,97,450.00	1,97,450.00
Self Assessment tax AY 19-20	5,71,790.00	5,71,790.00
Self Assessment tax AY 20-21	5,49,480.00	-
GST Receivable	2,33,976.00	45,25,701.22
Advance Tax (AY 2018-19)	19,00,000.00	19,00,000.00
Advance Tax (AY 2019-20)	30,00,000.00	30,00,000.00
Advance Tax (AY 2020-21)	19,50,000.00	10,50,000.00
Advance Tax (AY 2021-22)	37,00,000.00	-
ITDS Receivable (AY 2018-19)	41,167.00	41,167.00
ITDS Receivable (AY 19-20)	61,814.00	61,814.00
ITDS Receivable (AY 20-21)	61,536.00	61,536.00
ITDS Receivable (AY 2021-22)	33,893.00	-
TCS Receivable AY 21-22	1,16,191.00	-
GST TDS @ 2%	88,689.00	84,133.00
Refund AY 15-16	5,15,288.00	5,15,288.00
IT Refund AY 19-20	(5,93,464.00)	-
VAT - CST (2005-08)	2,50,604.00	2,50,604.00
VAT - CST (2008-09)	2,06,703.00	2,06,703.00
VAT - CST (2009-10)	5,80,243.00	3,80,243.00
VAT - CST (2010-11)	5,72,702.00	5,72,702.00
VAT - CST (2013-14)	3,65,421.96	3,65,421.96
VAT - CST (2014-15)	1,104.43	1,104.43
VAT - CST (2015-16)	2,14,467.57	2,14,467.57
VAT - CST (2016-17)	15,90,669.85	15,90,669.85
VAT - CST (2013-14) Umbergaon	-	(1,76,361.59)
VAT - CST (2014-15) Umbergaon	-	1,29,599.67
VAT - CST (2015-16) Umbergaon	-	9,85,443.89
VAT - CST (2016-17) Umbergaon	-	21,48,109.28
VAT - CST (2017-18) Umbergaon	-	7,22,788.36
Total	1,64,48,553.81	2,07,60,203.85
(d) Others		
- Advance recoverable in cash or in kind or for the value to be received		
- Loans & Advances		
Brijesh Gas Loan A/c	90,000	10,000
Kalim Shikah Loan	20,000	20,000
Ravi Chaudhari Loan A/c	-	20,000
Yashwantrao Loan A/c	1,10,000	2,00,000
Total	2,20,000	2,50,000
- Advance to Creditor for Goods Umbergaon		
Chowring Speciality Co Ltd	-	2,268.00
Jindal Stainless (India) Limited	21,58,926.00	4,35,501.00

Jindal Stainless (Vadodra) Limited		8,120.61
LI Hong Stainless Steel Ltd		26,31,582.00
B M Creation INC	2,74,835.00	2,74,835.00
	24,73,761.00	33,52,307
- Advance to Creditor for Expense		
Mumbai		
Credit Card		1,213.88
M. Chinabhai Patel & Co		2,87,000.00
R.C. Jain Management Services Pvt Ltd		1,200.00
Telephone Charges Payable		4,424.00
Telecom gallery		41,500
ICI Expense		
Cesco Shipping Pvt Ltd	818	
Ignesh Enterprise	15,000	
Joshi & Associates	1,250	
Labdia Manufacturing LLP	1,204	
ICCI Lombard GIC Ltd	6,91,233	
Yogesh P Gundhi	25,000	
Umbergaon		
DHOKMI HEAVY ELECTRIC & TRANSFORMER		1,364
Joshi & Associates		1,250
Nano Computer Education		4,248
NAVIGATORS VISA GLOBAL LOGISTICS LTD.(MUMBAI)		729
Pixel Infotech		5,000
PRIYA STATIONERY MART		505
Reliable Hardware & Engineering		4,619
Sea Linkers Pvt Ltd		37,398
Seema Logistics & Co		30,005
S.K.INDUSTRIAL GAS		3,732
Tarang Electric		68,923
TECHNOCRAFT SWITCHGEARS PVT.LTD.		1,200
Vakpati Corporation		2,01,934
TATA AIG General Insurance Co Ltd		3,69,282
	7,34,505	12,65,679
- Advance to Creditor for Assets		
Umbergaon		
AAR Power Solutions	2,10,000	
Dec Tee Industries Ltd		34,150
ESA Manufacturer Pvt Ltd	2,09,000	2,09,000
Fuel Instruments & Engineers Pvt.Ltd.		750
Indotecn Engineering Service	24,60,311	24,60,311
KSP STEEL-NORTH KOREA	1,20,803	1,20,804
Multiquadrant Ind Controls (I) Pvt Ltd	3,60,000	-
Narash Virjibhai	12,777	434,000
National ceiling towers	50,000	50,000
N.K. Enterprise	18,052	18,052
Pooja Engineering Co	37,800	
The Sankhu Motors		3,36,897
Yash Engineering	2,22,000	
United Enterprises	2,00,000	2,00,000
Valgo Machinery Pvt Ltd		
	39,00,743	39,83,964
- Other Advances		
Total	2,37,90,818	2,96,60,419

	As at 31 March 2021	As at 31 March 2020
Interest Paid on Unsecured Loan		
10 Palanmista Commodities Pvt Ltd		
Dooqak P Jain	16,52,120	15,87,873
Pakharaj C Jain	7,53,197	7,40,027
Sesvanti P Jain	11,59,751	12,85,980
Vijay P Jain	7,01,746	3,27,357
Vimal P Jain	9,87,083	10,33,552
Ekmlata V Jain	8,86,135	6,98,364
Murari S Jain	11,99,613	11,32,475
Vansha V Jain	4,46,470	1,38,505
Dexita S Jain	7,82,923	6,32,392
Tarisha S Jain	6,59,705	4,46,379
Devanshi V Jain	6,75,231	4,54,644
Blarvini V Jain	7,92,244	6,40,795

Nisha D Jain	71,313	
Jay Rashtra Diamond Pvt Ltd		
Ritu Shipping Pvt Ltd		25,68,314
Rangra Export Pvt Ltd		
Maa Pahari Mercantiles Pvt Ltd	15,62,545	8,10,000
Shree Kavinj Enterprises Pvt Ltd	1,35,000	1,35,000
Cicago Commodities Pvt Ltd	4,83,545	4,50,000
Ambuja Intermediaries	15,27,000	5,00,000
Opulent Trading and Investment		4,48,685
Total	1,44,51,671	1,48,30,342

Director Remuneration	As at 31 March 2021	As at 31 March 2020
Pankraj C Jain	46,00,000	35,00,000
Sevanti P Jain	46,00,000	35,00,000
Vijay P Jain	46,00,000	35,00,000
Vimal P Jain	46,00,000	35,00,000
Deepak P Jain	46,00,000	35,00,000
Total	2,30,00,000	1,75,00,000

GOLDEN METAL PRIVATE LIMITED

ANNEXURE FORMING PART OF FORM NO. 3CD FOR THE ASSESSMENT YEAR 2021-22
FIXED ASSETS AS PER INCOME TAX ACT, 1961 AS ON 31ST MARCH, 2021

Particulars	Rate of Dep.	W.D.V. As on 31.03.20	Additions/Deletions			As on 31.03.21	Depreciation for the Period	W.D.V. As on 31.03.2021
			Additions	Additions	Deletions			
			Before Sept 30	After Sept 30				
Computer	40.00%	1,54,924	-	-	1,54,924	61,970	92,955	
Furnitures & Fixtures	10.00%	5,52,663			5,52,663	55,266	4,97,397	
Plant and Machinery	15.00%	6,61,02,508	2,39,000	34,47,750	6,98,00,258	1,02,11,457	5,95,88,801	
Building	10.00%	1,82,66,557	19,62,741	51,51,090	2,53,80,388	22,80,484	2,30,99,903	
Land	0.00%	35,14,813			35,14,813	-	35,14,813	
Vehicles	30.00%	1,33,473			1,33,473	40,042	93,431	
Total		8,87,24,938	22,12,741	85,98,840	-	1,26,49,220	8,68,87,300	

Fund Name		GROSS BOOK				REDEMPTION				NET BOOK			
No. No.	Description	As at 31st March 2020	Additions	Reductions	As at 31st March 2021	For the year	As at 31st March 2021	Reductions	As at 31st March 2021	As at 31st March 2020	As at 31st March 2021	As at 31st March 2020	As at 31st March 2021
A	Equity Linked Instrument												
1	APF (Muthoot)	2,26,000	-	-	1,26,000	4,13,000	5,000	6,000	6,000	6,000	6,000	6,000	6,000
2	Equity	60,000	-	-	60,000	60,000	2,000	-	62,000	62,000	62,000	62,000	62,000
3	Corporate	8,27,500	1,26,000	-	10,02,000	11,15,000	1,20,000	-	12,35,000	12,35,000	12,35,000	12,35,000	12,35,000
4	DEB (Muthoot Instrument)	6,000	-	-	6,000	6,000	1,000	-	7,000	7,000	7,000	7,000	7,000
5	Debt	4,48,500	-	-	4,48,500	4,48,500	9,000	-	4,57,500	4,57,500	4,57,500	4,57,500	4,57,500
6	Mutual Fund	6,00,000	-	-	6,00,000	6,00,000	1,000	-	6,01,000	6,01,000	6,01,000	6,01,000	6,01,000
7	Mutual Fund	8,30,000	-	-	8,30,000	8,30,000	1,000	-	8,31,000	8,31,000	8,31,000	8,31,000	8,31,000
8	Mutual Fund	8,30,000	-	-	8,30,000	8,30,000	1,000	-	8,31,000	8,31,000	8,31,000	8,31,000	8,31,000
9	Equity	20,000	-	-	20,000	20,000	500	-	20,500	20,500	20,500	20,500	20,500
10	Debt	28,000	-	-	28,000	28,000	1,000	-	29,000	29,000	29,000	29,000	29,000
11	Debt	6,000	-	-	6,000	6,000	1,000	-	7,000	7,000	7,000	7,000	7,000
12	Debt	13,000	-	-	13,000	13,000	1,000	-	14,000	14,000	14,000	14,000	14,000
13	Debt	13,000	-	-	13,000	13,000	1,000	-	14,000	14,000	14,000	14,000	14,000
Total		84,13,000	1,31,000	-	85,44,000	85,44,000	17,000	-	85,61,000	85,61,000	85,61,000	85,61,000	85,61,000
Gross Fair Value		84,13,000	1,31,000	-	85,44,000	85,44,000	17,000	-	85,61,000	85,61,000	85,61,000	85,61,000	85,61,000
Net Fair Value		84,13,000	1,31,000	-	85,44,000	85,44,000	17,000	-	85,61,000	85,61,000	85,61,000	85,61,000	85,61,000
Gross Fair Value		84,13,000	1,31,000	-	85,44,000	85,44,000	17,000	-	85,61,000	85,61,000	85,61,000	85,61,000	85,61,000
Net Fair Value		84,13,000	1,31,000	-	85,44,000	85,44,000	17,000	-	85,61,000	85,61,000	85,61,000	85,61,000	85,61,000

Fund Name		GROSS BOOK				REDEMPTION				NET BOOK			
No. No.	Description	As at 31st March 2020	Additions	Reductions	As at 31st March 2021	For the year	As at 31st March 2021	Reductions	As at 31st March 2021	As at 31st March 2020	As at 31st March 2021	As at 31st March 2020	As at 31st March 2021
1	Equity	10,000	-	-	10,000	10,000	1,000	-	11,000	11,000	11,000	11,000	11,000
2	Debt	2,000	-	-	2,000	2,000	1,000	-	3,000	3,000	3,000	3,000	3,000
3	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
4	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
5	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
6	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
7	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
8	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
9	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
10	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
11	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
12	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
13	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
14	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
Total		30,000	0	0	30,000	30,000	10,000	0	40,000	40,000	40,000	40,000	40,000
Gross Fair Value		30,000	0	0	30,000	30,000	10,000	0	40,000	40,000	40,000	40,000	40,000
Net Fair Value		30,000	0	0	30,000	30,000	10,000	0	40,000	40,000	40,000	40,000	40,000
Gross Fair Value		30,000	0	0	30,000	30,000	10,000	0	40,000	40,000	40,000	40,000	40,000
Net Fair Value		30,000	0	0	30,000	30,000	10,000	0	40,000	40,000	40,000	40,000	40,000

Fund Name		GROSS BOOK				REDEMPTION				NET BOOK			
No. No.	Description	As at 31st March 2020	Additions	Reductions	As at 31st March 2021	For the year	As at 31st March 2021	Reductions	As at 31st March 2021	As at 31st March 2020	As at 31st March 2021	As at 31st March 2020	As at 31st March 2021
1	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
2	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
3	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
4	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
5	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
6	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
7	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
8	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
9	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
10	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
11	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
12	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
13	Equity	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
14	Debt	1,000	-	-	1,000	1,000	1,000	-	2,000	2,000	2,000	2,000	2,000
Total		14,000	0	0	14,000	14,000	14,000	0	28,000	28,000	28,000	28,000	28,000
Gross Fair Value		14,000	0	0	14,000	14,000	14,000	0	28,000	28,000	28,000	28,000	28,000
Net Fair Value		14,000	0	0	14,000	14,000	14,000	0	28,000	28,000	28,000	28,000	28,000
Gross Fair Value		14,000	0	0	14,000	14,000	14,000	0	28,000	28,000	28,000	28,000	28,000
Net Fair Value		14,000	0	0	14,000	14,000	14,000	0	28,000	28,000	28,000	28,000	28,000

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GOLDEN METAL Pvt. Ltd.
Manufacturers of Precision Stainless Steel

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GOLDEN METAL PRIVATE LIMITED

BALANCE SHEET AS AT DATE 31st December, 2021

Liabilities	Amount	Amount	Assets	Amount	Amount
Equity Share Capital		47,81,62,187	Fixed Assets		11,17,12,412
Equity Share Capital [Issued]	6,17,60,000		Air Conditioner	2,46,169	
Reserves & Surplus	41,64,02,187		Camera	30,626	
			Computer	1,39,587	
Loans & Borrowings		14,02,72,079	EPBX- Tele Instrument	3,691	
Bank OD A/c	0		Furniture & Fixture	1,74,130	
Loans From - Director's	5,27,87,758		Mobile Phone	3,86,160	
Loan From Shareholders	2,05,99,080		Motor Bike	2,13,623	
Unsecured Loans From Others	6,68,51,110		Motor Car	12,32,357	
Secured Loans	34,131		Printer Machine	2,504	
			Refrigerator	11,225	
Current Liabilities		4,04,58,752	Television	2,32,361	
Duties & Taxes	1,11,788		Weighting Machine	6,585	
Provision	2,19,35,887		Water Cooler	2,651	
Sundry Creditors	1,59,84,082		Softner Plant	15,405	
Deffered Tax Liability	23,40,438		Plant & Machinery	22,82,694	
Not Receivable Form "C"	86,557		Machinery	7,90,69,037	
			Factory Land	35,21,463	
			Factory Building	2,38,34,461	
			Electricals Fittings	1,19,554	
			Office Equipment	1,66,668	
			Computer Software	1,905	
			Passion Pro Bike	19,553	
			Closing Stock		38,50,94,248
			Sundry Debtors		13,87,37,011
			Loans & Advance [Assets]		8,71,000
			MAT credit		51,00,636
			Deposits		12,98,034

CIN : U51420MH2006PTC159445

HEAD OFFICE :
Shop No. 3, 26/24 Sindi Lane, Mumbai 400 004.
Tel : 022-2388 2488 • 2389 0906 • 2385 4664
Email : info@goldenmetal.in

WORKS :
S. No. 96/1, Dehri Road,
Tal.: Umbergaon, Dist. Valsad, Gujarat - 396 171
Email : umb1@goldenmetal.in

www.goldenmetal.in



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GOLDEN METAL Pvt. Ltd.

Manufacturers of Precision Stainless Steel

		Bank Accounts	29,72,807
		Cash-in-hand	4,22,319
		Advance Taxes	1,15,50,000
		GST	97,522
		Income Taxes	1,60,654
		TDS/TCS	4,89,132
		Prepaid	34,483
		Int Receivable	3,52,761
		65,88,93,018	65,88,93,018

Place: Mumbai

Date:

For and on behalf of the Board

Deepak Kumar Jain
Director
Din No 02681109

Sevanti Kumar Jain
Director
Din No 00204618



CIN : U51430MH2006PTC159449

HEAD OFFICE :
Shop No. 3, 26/24 Simhi Lane, Mumbai 400 004.
Tel. : 022-2288 2488 • 2289 0906 • 2285 4644
Email : info@goldenmetal.in

WORKS :
S. No. 98/1, Dehri Road,
Tal.: Umbergaon, Dist. Valsad, Gujarat - 396 171
Email : um4r@goldenmetal.in

www.goldenmetal.in




GOLDEN METAL Pvt. Ltd.
Manufacturers of Precision Stainless Steel

GOLDEN METAL PRIVATE LIMITED

PROFIT & LOSS ACCOUNT AS AT DATE 31st December, 2021

PARTICULARS		AMT	AMT	PARTICULARS		AMT	AMT
To	Opening stock		21,31,13,449	By	Sales account		46,60,00,315
	Raw material	15,71,91,795			Sale Gst	45,57,13,944	
	WLP	1,70,72,064			Labour charges sale (Cost)	14,63,405	
	Brass Rod & Wire	22,164			Freight charges (sales)	25,200	
	Nickey Alloy	16,66,208			Output Gst	87,93,360	
	Stores & Consumables	-			P & F	4,406	
	SS Coil	3,64,60,853		By	Closing Stock		38,50,94,248
	M.S. tube	540			Raw material	32,45,38,980	
	HR SS Coil & Plate	6,99,824			WLP	1,95,44,929	
To	Purchases Account		37,84,64,130		Brass Rod	83,645	
	Loading charges	68,312			Nickey Alloy	62,35,043	
	Purchases	36,74,91,131			Stores & Consumables	-	
	Cgst & Sgst 18% net	1,09,04,687			SS Coil	3,46,75,839	
To	Direct Expenses		1,78,89,728		M.S. tube	540	
	Admin Charges for PF	5,265			HR SS Coil & Plate	15,270	
	Commission & Brokerage	31,32,417					
	Electricity Charges Expenses	50,58,743					
	Freight inward	20,07,242					
	Labour charges	6,81,020					
	Leave salary expenses	1,02,575					
	PF contribution	2,56,939					
	Repairs & Maintenance	3,65,705					
	Salary & wages	28,10,830					
	Workers labour Contracts	34,68,993					
To	Gross Profit est		24,16,27,256				
			85,18,94,563				85,18,94,563
To	Indirect Expenses		4,48,99,952	By	Gross Profit MT		24,16,27,256
	AC Installation charges	3,000			Indirect Expenses		37,68,132
	Agency & forwarding charges	85,500			Dismant Received	21,204	
	A.M.C charges	17,373			Forest gain	774	
	Balance Written off	44			Freight Charges	11,90,245	
	Bank charges	8,04,668			Packing & Forwarding	5,31,199	
	Bank interest	20,63,689			Rent charges	24,650	
	Bonus paid	1,07,235		By	Income tax		170
	Calibration charges	9,800					
	Clearing & Forwarding charges	8,69,774					
	Consultancy charges	46,500					
	Diesel & petrol	17,250					
	Finance charges	5,21,629					
	Freight outward	36,39,628					
	GPCB - fees	10,000					
	Gram Panchayat Tax	60,660					
	Gratuity Expenses	5,886					
	Insurance charges	7,50,149					
	Interest	92,753					
	Internet Expenses	18,439					
	Loading & Unloading Charges	40,331					
	Membership Fees	1,000					
	Packing & Fw. Charges	1,79,558					
	Postage & Courier Charges	18,777					
	Printing & Stationery Exp	23,599					
	Professional Fees	1,63,520					
	Professional Tax	27,630					
	Round Off	125					
	Security Charges	2,33,761					
	Software Expenses	19,702					
	Staff & Labour Welfare	4,77,073					

CIN : U51420MH2006PTC159445

HEAD OFFICE :
Shop No. 3, 26/24 Sindhani Lane, Mumbai 400 004.
Tel. : 022-2388 2488 - 2389 0906 - 2385 4664
Email : info@goldenmetal.in

WORKS :
S. No. 98/1, Dohri Road,
Tal.: Limbargan, Dist. Valsad, Gujarat - 396 171
Email : umb@goldenmetal.in

www.goldenmetal.in





GOLDEN METAL Pvt. Ltd.
Manufacturers of Precision Stainless Steel

Stores & Consumables	3,44,640			
Stores Spares Exp	3,65,109			
Sundry Exp.	1,04,760			
Travelling & Conveyance Exp	5,694			
Vehicle Expenses	36,842			
Employee Benefit expenses	2,08,10,175			
Other expenses	25,79,468			
Depreciation	1,03,44,214			
To Net Profit		20,04,95,606		
		24,53,95,558		24,53,95,558

Place: Mumbai

Date:

For and on behalf of the Board

Deepak Kumar Jain
Director
Din No 02681109

Sevanthi Kumar Jain
Director
Din No 00204418



CIN : U51420MH2006PTC159445

HEAD OFFICE :

Shop No. 3, 26/24 Sndhi Lane, Mumbai 400 004.
Tel. : 022-2388 2488 • 2389 0906 • 2385 4664
Email : info@goldenmetal.in

WORKS :

S. No. 98/1, Dehri Road,
Tal.: Umbergaon, Dist. Valsad, Gujarat - 396 171
Tel. : 0760-2560263 • Email : umb@goldenmetal.in

www.goldenmetal.in



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SCHEME OF AMALGAMATION
(UNDER SECTIONS 230 AND 232 OF THE COMPANIES ACT,
2013)
OF
OPULENT TRADING & INVESTMENT PRIVATE LIMITED,
TRANSFEROR COMPANY
WITH
GOLDEN METAL PRIVATE LIMITED, TRANSFEREE COMPANY
AND
THEIR RESPECTIVE SHAREHOLDERS

PART I – GENERAL

PREAMBLE

- A. This Scheme is presented as an integrated and complete scheme of amalgamation of Opulent Trading & Investment Private Limited with Golden Metal Private Limited pursuant to Sections 230 and 232 and other relevant provisions of the Companies Act, 2013.
- B. Opulent Trading & Investment Private Limited is referred to as the Transferor Company. Golden Metal Private Limited is referred to as the Transferee Company. The Scheme is in the interest of the Transferor Company and the Transferee Company and their respective shareholders.
- C. **DESCRIPTION OF THE COMPANIES**
- a. **Opulent Trading & Investment Private Limited ("Transferor Company")**
- (i) Opulent Trading & Investment Private Limited is primarily engaged in the business of distributors, merchants, traders, stockist, importers, exporters entitlement, and for that purpose buy, sell distribute or otherwise deal in commodities, goods, articles, materials and things of every description and kind including Automobile parts, Ball and Roller bearings. beverages, chemicals, cigarettes cotton cycle parts, electronics goods, fertilisers, Fishing food (Canned or otherwise), Glass material,

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Liquor Iron and steel, computer parts, hardware, pharmaceuticals, medicines, machineries and equipments, laboratory equipment, building construction materials, Nylon Synthetics, Packing materials, Paper and Pulp products, photographic film and Paper, PVC and Resins, Rubber goods, Tea, Textile Readymade Garments, Timber products, Zipper, Sizing and any other materials, and substances of all types and varieties and their products and byproducts, and compounds of any and every description and kind.

(ii) To carry on the business of an investment company and to invest in, and acquire and hold, sell, buy or otherwise deal in shares, debentures stocks, bonds units, negotiable instruments, notes obligation, royalty rights, evidences of indebtedness, certificates, interest, mortgages and securities in any form or type issued, created or guaranteed by or for any State or Central Government, public, quasi-public or private Company, or Government, Semi-government, public, municipal or any other corporation, public body or authority, municipal, local or otherwise.

b. Golden Metal Private Limited ("Transferee Company")

Golden Metal Private Limited is primarily engaged in the business of:

(i) To carry on in India or abroad the business as importers, exporters, marketors and/or distributors, wholesalers, retailers, traders, merchants, stockists, buyers, sellers, suppliers, manufacturers, indenters, packers, movers, preservers, agents, sub-agents, representatives, commissions agents, brokers, and dealers of all types ferrous and non-ferrous metals, steels, alloy steels, special and stainless steels and of all kinds of castings, the ingots of iron, steel, copper, bronze, lead, aluminium, and other ferrous and non-ferrous ingots and/or of the rollings of bars and rods of iron, steel, copper, brass, bronze, aluminium and other ferrous and non-ferrous metals and/or of the drawings and extrusion of wires, pipes, bars mild steel bars, rods, flats, square from scrap sponge iron, billets, ingots, sheets, plates, loops, rounds and circles including and all other ferrous and non-ferrous metals, special steel, mild steel, bright bars, sections, shaftings and bright steel and all kinds of goods articles manufactured wholly or partly from steel, steel ingots, steel slabs, billets

and all kinds and all sizes of ferrous and non-ferrous and steel re-rolled sections.

D. RATIONALE FOR THE SCHEME OF AMALGAMATION:

The rationale for proposed amalgamation is inter-alia, as follows: -:-

- a. Both companies will get benefit of synergy, optimum utilization of human resources, expertise and stability of operations and achieve economies of scale through efficient utilization of resources and facilities.
- b. The proposed amalgamation will provide opporunties for common funding mechanism which will result in effective management of capital expenditure and working capital.
- c. The proposed amalgamation will reduce duplication of efforts which will confer a competitive advantage on the entire business, and result in achieving higher scales of operation.
- d. The proposed amalgamation will strengthen leadership in the industry, in terms of the asset base, revenue, product range, production volumes and market share of the combined entity.
- e. The proposed amalgamation will provide leverage on large asset base and vast pool of intellectual capital, to enhance shareholders value.
- f. The proposed amalgamation will also result in reduction of overheads and other expenses, facilitate administrative convenience and ensure optimum utilization of available resources.
- g. The Scheme is commercially and economically viable, feasible, fair and reasonable and is in the interest of the Transferor and Transferee Companies and their respective shareholders.

The Scheme is divided into the following parts:

1. Part A –Definitions
2. Part B - Capital Structure of the Transferor Company and Transferee Company
3. Part C - Amalgamation of the Transferor Company with the Transferee Company
4. Part D - Accounting treatment for the amalgamation in the books of Transferee Company
5. Part E - General terms and conditions that would be applicable to the entire Scheme.
6. Part F – Other terms and conditions.

In addition to the above, the Scheme also provides for various other matters consequential or otherwise integral to it.

PART A - DEFINITIONS

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

- A-1. “Act” shall mean the Companies Act, 2013 and shall include any statutory modification(s), re-enactment(s) or amendment thereof from time to time.
- A-2. “Appointed Date” shall mean 1st January 2022 or such other date as the Tribunal may approve.
- A-3. “Board” or “Board of Directors” in relation to each of the Transferor Company and Transferee Company, as the case may be, shall mean the board of directors of such company and shall include a committee, if any, duly constituted and authorized for the purposes of matters pertaining to the amalgamation, the Scheme and / or any other matter relating thereto.
- A-4. “Effective Date” means the date on which all the formalities relating to the Scheme are completed including filing of forms with

the concerned Registrar of Companies and the same be taken on record by the Registrar of Companies.

A-5. **“Government Authority”** means any applicable central or state government or local body, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction;

A-6. **“Tribunal”** means the National Company Law Tribunal Mumbai Bench.

A-7. **“Scheme”** means the scheme of amalgamation in its present form submitted to the Tribunal for sanction, with or without any modification(s) approved or imposed or directed by the said Tribunal/s.

A-8. **“Transferee Company”** shall mean “Golden Metal Private Limited”, a company incorporated under the Companies Act, 1956, and having its registered office at Shop No. 3, 26/24, Sindhi Lane Mumbai-400004, Maharashtra, India.

A-9. **“Transferor Company”** shall mean “Opulent Trading & Investment Private Limited”, a company incorporated under the Companies Act, 1956 and having its registered office at 138/A, Chandawadi, 2nd Floor, Flat No. 15, C.P Tank Road, Mumbai-400004, Maharashtra, India.

A-10. **“Undertaking”** means the entire business and all the undertakings of the Transferor Company and shall include:

- a. All the assets, properties, business and commercial rights or any other assets of the Transferor Company, whether appearing in the Financial Statements or not, as on the Appointed Date (hereinafter referred to as **“the Assets”**).

- b. All the debts, liabilities, duties and obligations of the Transferor Company, whether appearing in the Financial Statements or not, as on the Appointed Date (hereinafter referred to as "**the Liabilities**").
- c. Without prejudice to the generality of sub-clause (a) above, the undertaking of the Transferor Company shall include without being limited to all the Transferor Company's reserves and the authorized/paid-up share capital, movable or immovable, tangible or intangible properties, buildings and structures, offices, residential and other premises, capital work in progress, sundry debtors, computers, servers, network equipment, routers, software and other IT equipment, furniture, fixtures, office equipment, vehicles, appliances, accessories, power lines, deposits, all stocks, assets, investments of all kinds etc.,(including shares, scrips, stocks, bonds, debenture stock, mutual funds), Cash & Bank balances, loans, advances, contingent rights or benefits, receivables, actionable claims, advances and book debts (whether in Indian currency or foreign currency), benefit of any deposits, financial assets, leases, powers, authorities, allotments, approvals, permits and consents, quotas, rights, entitlements, contracts, licenses, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, leases, licenses, fixed and other assets, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, and balances, loans, title, interests, other benefits (including tax benefits) and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company, including but without being limited to trade and service names and marks, patents, knowhow, copyrights, and other intellectual property rights of any nature whatsoever (including application for registration of the same and right to use such intellectual rights) authorizations, permits, approvals, registrations including but not limited to tax and labour law, rights to use and avail of telephones, telex, facsimile, email, internet, leased line connections and installations, utilities, water,

electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programs, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad.

- d. All records, files, papers, engineering and process information, computer programmes, software licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials.
- e. Amount claimed 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 of any excess payment.
- f. Amount claimed by the Transferor Company whether or not so recorded in the books of account of the Transferor Company from any person or entity under any law or contract.
- g. Right to any claim not preferred or made by the Transferor Company in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or Scheme made by the Governmental Authority, and in respect of set-off, carry forward of unabsorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or taxation laws of other countries or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India.

- h. All present and future liabilities including contingent liabilities and shall further include any obligations under any licenses and/or permits.

PART B - CAPITAL STRUCTURE OF THE TRANSFEROR COMPANY AND TRANSFEREE COMPANY

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

- a. The share capital of Opulent Trading & Investment Private Limited, the Transferor Company as of 31st December, 2021 is as under:

Transferor Company	As at 31 st December, 2021							
	Nos.	Rs.						
SHARE CAPITAL								
AUTHORIZED								
Equity Shares of Rs.10 each	150,000	15,00,000						
Total	150,000	15,00,000						
ISSUED CAPITAL								
Equity Shares of Rs. 10 each	72,500	7,25,000						
SUBSCRIBED AND PAID-UP CAPITAL								
Equity shares of Rs.10 each fully paid-up as detailed herein								
<table border="1"> <thead> <tr> <th>Name of the Shareholders</th> <th>Number of Equity Shares</th> </tr> </thead> <tbody> <tr> <td>Deepak Kumar Pukhraj Jain</td> <td>100</td> </tr> <tr> <td>Vijay Kumar Pukhraj Jain</td> <td>100</td> </tr> </tbody> </table>	Name of the Shareholders	Number of Equity Shares	Deepak Kumar Pukhraj Jain	100	Vijay Kumar Pukhraj Jain	100	72,500	7,25,000
Name of the Shareholders	Number of Equity Shares							
Deepak Kumar Pukhraj Jain	100							
Vijay Kumar Pukhraj Jain	100							

Vimal Kumar Pukhraj Jain	29,900		
Sevanti Kumar Pukhraj Jain	42,400		
Total		72,500	7,25,000

b. The share capital of Golden Metal Private Limited, the Transferee Company as of 31st December, 2021 is as follows:

Transferee Company	As at 31 st December, 2021											
	Nos.	Rs.										
SHARE CAPITAL												
AUTHORIZED												
Equity Shares of Rs 10 each	70,00,000	7,00,00,000										
Total	70,00,000	7,00,00,000										
ISSUED CAPITAL												
Equity Shares of Rs. 10 each	61,76,000	6,17,60,000										
SUBSCRIBED AND PAID-UP CAPITAL												
Equity shares of Re.1 each fully paid-up as detailed herein												
<table border="1"> <thead> <tr> <th>Name of the Shareholders</th> <th>Number of Equity Shares</th> </tr> </thead> <tbody> <tr> <td>Sevanti Kumar Pukhraj Jain</td> <td>16,00,000</td> </tr> <tr> <td>Vijay Kumar Pukhraj Jain</td> <td>9,79,000</td> </tr> <tr> <td>Opulent Trading & Investment Private Limited</td> <td>8,40,000</td> </tr> <tr> <td>Pukhraj Chunilal Jain</td> <td></td> </tr> </tbody> </table>	Name of the Shareholders	Number of Equity Shares	Sevanti Kumar Pukhraj Jain	16,00,000	Vijay Kumar Pukhraj Jain	9,79,000	Opulent Trading & Investment Private Limited	8,40,000	Pukhraj Chunilal Jain		61,76,000	6,17,60,000
Name of the Shareholders	Number of Equity Shares											
Sevanti Kumar Pukhraj Jain	16,00,000											
Vijay Kumar Pukhraj Jain	9,79,000											
Opulent Trading & Investment Private Limited	8,40,000											
Pukhraj Chunilal Jain												

	7,60,000		
Deepak Kumar	-		
Pukhraj Jain	5,30,000		
Vimal Kumar Pukhraj Jain	4,27,000		
Meena Jain	3,70,000		
Vimala Jain	3,20,000		
Hemlata Jain	2,00,000		
Pukhraj C Jain (HUF)	1,50,000		
Total		61,76,000	6,17,60,000

There has been no change in the share capital of the Transferor Company and the Transferee Company from the above date till the date of approval of Scheme by the Board of Directors.

PART C – AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY

Transfer and Vesting of the Undertaking

Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme:

- C-1. The entire Undertaking of the Transferor Company including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as investments, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives, tax credits, if any and all other rights, title, interest, contracts, consents, approvals or powers of every kind, nature and description whatsoever shall under the provisions of Sections 230 and 232 of the Act and pursuant to the orders of the Tribunal or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, stand transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.

C-2. The liabilities shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by the Transferee Company pursuant to the provisions of Sections 230 and 232 of the Act, so as to become the liabilities of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which, such liabilities have arisen, in order to give effect to the provisions of this Clause.

C-3. **Compliance with Income Tax Act, 1961:**

The provisions of this Scheme as they relate to the amalgamation of the Transferor Company into the Transferee Company have been drawn up to comply with the conditions relating to "Amalgamation" as defined under Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income Tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income Tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

C-4. **Legal Proceedings:**

Upon coming into effect of this Scheme, all suits, actions, legal, taxation and proceedings of whatsoever nature including proceedings in respect of registrations of any patent, copyright, trademark, service names or marks, or designs (the "Proceedings") by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually as if the same had been pending and/or had arisen by or against the Transferee Company.

C-5. Contracts:

- a. Upon coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, incentives, licenses, engagements, approvals, registrations and assurances and other instruments of whatsoever nature ("**Contracts**") to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company may, if and wherever necessary, enter into and/or issue and/or execute deeds, writings or confirmations at any time, enter into any tripartite arrangements, confirmations or novation prior to the Effective Date to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

- b. The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novation, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company was a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of Part C of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

C-6. Employees

Upon coming into effect of this Scheme:

- a. All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on such date without any break or interruption in service and on the terms and conditions as to remuneration not less favourable than those subsisting with reference to the Transferor Company as on the said date. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies, and shall not be entitled to avail of any schemes and benefits that are applicable and available to any of the employees of the Transferee Company, unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, entered into by the Transferor Company with any employee of the Transferor Company.

- b. With regard to provident fund and gratuity fund or any other special funds or schemes created or existing for the benefit of such employees (hereinafter referred to as the "**said Funds**") of the Transferor Company, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever relating to the administration or operation of such schemes or funds in relation to the obligations to make contributions to the said Funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds shall become those of the Transferee Company. In the event that trustees are constituted as holders of any securities, trust funds or trust monies, in relation to any provident fund trust, gratuity trust, superannuation trust, welfare trust, or any other such trust existing for the benefit of the employees of the Transferor Company, such funds shall be transferred by such trustees of the trusts of the Transferor Company, to separate trusts and the trustees of the Transferee Company if set up for the same purpose and object and shall be

deemed to be a transfer of trust property from one set of trustees to another set of trustees in accordance with the provisions of the relevant labour laws, Indian Trusts Act, 1882, the Income Tax Act, 1961 and relevant stamp legislations, as applicable. In such a case, appropriate deeds of trusts and/or documents for transfer of trust properties shall be executed upon the sanction of the Scheme in accordance with the terms hereof by the trustees of such trusts in favour of the trusts of the Transferee Company so as to continue the benefits of the employees. For this purpose, the trusts created by the Transferor Company shall be transferred/merged with the respective trust(s) of the Transferee Company and/or continued by the Transferee Company, if permitted by law, failing which the Transferee Company shall establish similar trust ensuring that there is continuity in this regard. The Trustees, including the Board of Directors of the Transferee Company, shall be entitled to adopt such course of action in this regard, as may be advised, provided however that there shall be no discontinuation or breakage in the service of the employees of the Transferor Company. Notwithstanding the above, the Board of Directors of the Transferee Company, if it deems fit and subject to applicable law, shall be entitled to retain separate trusts/schemes within the Transferee Company for each of the erstwhile trusts/schemes of the Transferor Company.

C-7. Saving of Concluded Transactions:

The transfer of the Undertaking of the Transferor Company, the continuance of proceedings and the effectiveness of contracts as mentioned hereinabove, shall not affect any transaction or Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

C-8. Consideration:

a. Upon Scheme becoming effective and upon the Undertaking being transferred and vested in the Transferee Company and without any further act, deed or application by the shareholders of Transferor Company, the Transferee Company shall issue and allot [] equity shares of face value of Rs. 10/- each fully paid up in its capital in respect of every 1 equity share of face value Rs. 10/- each fully paid up in the share capital of Transferor Company to the shareholders of Transferor Company in the manner detailed herein. The equity shares to be issued by the Transferee Company to the shareholders of the Transferor Company in accordance with this clause shall be hereinafter referred to as "New Equity Shares".

S. No.	Name of the Shareholders	Number of Equity Shares of the Transferor Company (Face Value Rs. 10/- each)	Number of Equity Shares to be allotted of the Transferee Company (Face Value Re. 10/- each)
1.	Deepak Kumar Pukhraj Jain	100	[]
2.	Vijay Kumar Pukhraj Jain	100	[]
3.	Vimal Kumar Pukhraj Jain	29,900	[]
4.	Sevanti Kumar Pukhraj Jain	42,400	[]
	Total	72,500	[]

The ratio in which the New Equity Shares are to be issued and allotted to the shareholders of the Transferor Company is herein referred to as the "Share Exchange Ratio".

- b. The issue and allotment of the above [] equity shares to the shareholders of the Transferor Company as provided in the Scheme, is an integral part thereof and shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid down under Section 62 of the Companies Act, 2013 and any other applicable provisions of the Companies Act, 2013, as may be applicable and such other statutes and regulations as may be applicable were duly complied with.
- c. Upon the Scheme becoming effective and upon the New Equity Shares being issued and allotted as provided in this Scheme, the equity shares of the Transferor Company shall be deemed to be cancelled. The said equity shares of the Transferor Company held in physical form shall be deemed to have been automatically cancelled without any requirement to surrender the certificates of shares held by the shareholders of the Transferor Company.
- d. Upon Scheme becoming effective and upon the Undertaking being transferred and vested in the Transferee Company, the 840,000 equity shares held by the Transferor Company in the Transferee Company shall stand automatically cancelled and extinguished, without any further act, deed or application.
- e. The New Equity Shares to be issued and allotted as provided in this Scheme above shall be subject to the provisions of Memorandum and Articles of association of the Transferee Company and shall rank pari-passu in all respects with the equity shares of the Transferee Company after the Effective Date including in respect of dividend, bonus, right shares, voting rights and other corporate benefits.

C-9. Authorized Share Capital of the Transferee Company:

Upon the Scheme coming into effect, the Authorized Share Capital of the Transferor Company i.e. INR 15,00,000 shall be deemed to be added to the Authorised Share Capital of the Transferee Company

consisting of without any further act, instrument, or deed or procedure or payment of any stamp duty and registration fees and the Authorised Share Capital of the Transferee Company shall stand increased to INR 7,15,00,000 divided into 71,50,000 equity shares of Rs. 10 each.

It is clarified that the approval of shareholders of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the corresponding capital clause in the Memorandum of Association and Article of Association of the Transferee Company as required under Sections 13, 14, 61, 64 and other applicable provisions of the Companies Act, 2013.

PART D – ACCOUNTING TREATMENT FOR THE AMALGAMATION IN THE BOOKS OF TRANSFEEE COMPANY

D-1. General Accounting Treatment:

- a. With effect from the Appointed Date and upon the Scheme becoming effective, the Transferee Company shall follow pooling of interest method for the purpose of amalgamation. The unabsorbed depreciation and losses of the Transferor Company, if any, shall be treated as the unabsorbed depreciation and losses of the Transferee Company as on the Appointed Date and the Transferee Company shall be entitled to carry forward the losses and unabsorbed depreciation of the Transferor Company and to revise its tax returns and including any loss, returns, related tax deduction certificates and to claim refund, advance tax credits, etc., accordingly.
- b. With effect from the Appointed Date and upon the Scheme becoming effective, any tax credits, tax receivables, advance/prepaid taxes, taxes deducted at source, the unabsorbed depreciation and losses of the Transferor Company shall be treated as the tax credits, tax receivables, advance/prepaid taxes, taxes deducted at source, the unabsorbed depreciation and losses of the Transferee Company as on the Appointed Date and the Transferee Company shall be entitled to

claim in its tax return or in the statutorily prescribed manner the tax credits, tax receivables, advance, prepaid taxes, taxes deducted at source, set-off /carry forward the loses and unabsorbed depreciation of the Transferor Company and to revise its tax returns and including any loss, related tax deduction certificates and to claim refund, advance tax credits, tax receivables, etc., accordingly.

- c. All assets and 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, save and except the items detailed below.

D-2. Treatment of certain individual items:

- a. Upon coming into effect of this Scheme and with effect from the Appointed Date, all Assets and Liabilities (includes reserves if any) of the Transferor Company shall be recorded in the books of the Transferee Company at their respective book values as recorded in the books of the Transferor Company subject to such corrections and adjustments, if any, as may in the opinion of the Board of Directors of the Transferee Company be necessary or required and to the extent permissible in law.
- b. In case of any difference in accounting policies of the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the "Reserves & Surplus" account of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position of the Transferee Company on the basis of a consistent accounting policy and in conformity with applicable standards including the Accounting Standard 14 (AS14) "Accounting for Amalgamation" laid down by the Institute of Chartered Accountants of India.
- c. 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.

PART E – GENERAL TERMS & CONDITIONS APPLICABLE TO THE ENTIRE SCHEME

E-1. Conduct of Business as and from the Appointed Date till the Effective Date:

- a. The Transferor Company shall carry on and be deemed to carry on its business and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company and all profits accruing to the Transferor Company or losses arising or incurred by it shall for all purposes be treated as the profits or losses of the Transferee Company as the case may be.
- b. The Transferor Company hereby undertakes to carry on its business until the effective date with reasonable diligence and shall not, without the consent of the Transferee Company, alienate, charge or otherwise deal with the Undertaking or any part thereof except in the ordinary course of its business.
- c. The Transferor Company shall not undertake any new business or any substantial expansion of its existing business or change the general character or nature of its business except with the concurrence of the Transferee Company.

E-2. Dividend:

- a. The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective equity shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date.
- b. The holders of the equity shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme continue to enjoy their existing rights under their

respective Articles of Association including the right to receive dividends, prior to the Effective Date.

- c. Subject to the provisions of the Scheme, the profits of the Transferor Company, for the period beginning from the Appointed Date, shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit.
- d. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of any of the Transferor Company and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective board of directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.

E-3. Resolutions:

Upon coming into effect of this Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.

E-4. Dissolution of Transferor Company:

Pursuant to the Scheme becoming effective, the Transferor Company shall be dissolved without being wound up, without any further act, deed or instrument.

On and with effect from the Effective Date, the name of the Transferor Company shall be struck off from the records of the appropriate Registrar of Companies. The Transferee Company shall make necessary filings in this regards.

E-5. Application to relevant Tribunal and other Authorities:

The Transferor Company and the Transferee Company shall with all reasonable dispatch, make all applications, petitions under Sections 230 and 232 and other applicable provisions of the Act to the Tribunal, for sanctioning of this Scheme and for dissolution of the Transferor Company without winding up under the provisions of law and obtain all approvals as may be required under law.

E-6. Modification or Amendments to the Scheme:

Subject to the approval of the Tribunal, the Transferor Company and the Transferee Company through their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, are hereby empowered and authorized to assent from time to time to any modifications or amendments to any modifications or conditions or limitations which the Tribunal or any other Government Authority may deem fit to impose and to settle all doubts or difficulties that may arise for carrying out the scheme and to do and execute all acts, deeds, matters and things as may be necessary for putting the Scheme into effect. The power of the Board of Directors of the Transferor Company and the Transferee Company shall be subject to the final approval of the Tribunal.

E-7. Taxes:

- a. Any tax liabilities under the Income Tax Act, 1961, CGST Act 2017, IGST Act 2017, Customs Act, 1962, Central Excise Act, 1944, State Sales Tax laws, Central Sales Tax Act, 1956, Services Tax, applicable State VAT laws or other applicable laws / regulations dealing with taxes / duties / levies (hereinafter in this Clause referred

to as "Tax Laws") allocable or related to the business of the Transferor Company to the extent not provided for or covered by the provision for tax in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation / duties / levies account including advance tax and tax deducted at source (TDS) as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

- b. Any refund under the Tax Laws due to the Transferor Company consequent to the assessment made on the Transferee Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- c. All taxes (including income tax, customs duty, service tax, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including, without limitation, GST, custom duty, income tax, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- d. The Transferee Company shall be entitled to tax benefits under Section 72A or any other provision of the Income Tax Act, 1961 towards brought forward losses and unabsorbed depreciation of the Transferor Company, if any, from the taxable profits of the Transferee Company with effect from the Appointed Date. The Transferee Company shall continue to enjoy the tax benefits/concessions provided to the Transferor Company through notifications/Circulars issued by the concerned Authorities from time to time.

E-8. Scheme conditional on approval/sanctions:

This Scheme is conditional upon and subject to:

- a. The requisite order/s of the Tribunal referred to in Clause E-5 above being obtained;
- b. Such other sanctions and approvals, including sanctions of any governmental or regulatory authority, creditor, lessor, or contracting party as may be required by law or contract in respect of the Scheme, being obtained; and
- c. The certified copy/copies of the order/s referred to in this Scheme being filed with the Registrar of Companies, Mumbai.

E-9. The Boards of Directors of the Transferor Company and the Transferee Company shall, upon the conditions being satisfied, or upon waiver of any condition that is capable of being waived, declare the Scheme as having come into effect.

PART F – OTHER TERMS & CONDITIONS

F-1. In the event of any of the said sanctions and approvals not being obtained or waived and/or the Scheme not being sanctioned by the Tribunal, the Scheme shall become null and void, and each party shall bear its respective costs, charges and expenses in connection with the Scheme.

F-2.

- a. In the event of this Scheme failing to take effect finally, including without limitation, due to any of the said sanctions and approvals referred to in Clause E-8 above not being obtained and/or complied with and /or satisfied and/or waived and/or this Scheme not being sanctioned by the Tribunal/s and/or order or orders not being passed as aforesaid, this Scheme shall stand revoked/ cancelled and be of no effect and become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the

parties or the shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law.

- b. Further, the Boards of Directors of the Transferor Company and the Transferee Company, including through or by the respective Delegates shall be entitled to revoke, cancel and declare the Scheme to be of no effect if such Boards of Directors are of the view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on the Transferor Company and/or the Transferee Company.
- F-3. If any part or provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme. The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors), (either by themselves or through a committee or authorized officers appointed by them in this behalf), may, in their full and absolute discretion, modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time.
- F-4. In the event of non-fulfillment of any or all of the obligations under this Scheme by any party towards any other party inter-se or to third parties and non-performance of which will place the other party under any obligation, then such defaulting party will indemnify all costs and interest to such other affected party.
- F-5. All costs, charges, levies and expenses including any taxes and duties of the Transferor Company and Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor

Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.

TRUE COPY

OPULENT TRADING AND INVESTMENT PRIVATE LIMITED

Regd. 138/A, CHANDAWADI, 2ND FLOOR, FLAT NO. 15, C.P TANK ROAD, MUMBAI MH 400004 IN;

CIN No: U65990MH1994PTC081938;

Email ID: info@goldenmetal.in, Telephone No. 022 25672233

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE OPULENT TRADING AND INVESTMENT PRIVATE LIMITED HELD ON FRIDAY, 8TH APRIL 2022, AT 12:00 P.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT SHOP NO. 3, 26/24, SINDHI LANE, MUMBAI-400004, MAHARASHTRA, INDIA

AMALGAMATION OF OPULENT TRADING AND INVESTMENT PRIVATE LIMITED WITH GOLDEN METAL PRIVATE LIMITED

"RESOLVED THAT with the unanimous consent of all the Directors present and pursuant to the Sections 230 and 232 of the Companies Act, 2013 ('the Act') and other applicable provisions of the Act and the Rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force) and the Memorandum of Association of the Company and subject to the requisite approvals / sanction of the competent National Company Law Tribunal, statutory authorities, banks, financial institutions, creditors and members of the Company, Opulent Trading & Investments Private Limited ('Company') be amalgamated with Golden Metal Private Limited.

RESOLVED FURTHER THAT subject to the sanction of the competent National Company Law Tribunal and all other requisite statutory authorities, the draft Scheme of Amalgamation placed before this meeting be and is hereby approved and that Mr. Sevantikumar Pukhraj Jain and Mr. Vimalkumar Pukhraj Jain, Directors of the Company be and are hereby jointly and/ or severally authorised to make such alteration and changes therein as may be ordered / directed by the competent National Company Law Tribunal or statutory authorities or as they may deem fit.

RESOLVED FURTHER THAT Mr. Sevantikumar Pukhraj Jain and Mr. Vimalkumar Pukhraj Jain, Directors of the Company be and are hereby jointly and/ or severally authorised to take all the necessary steps in connection with:-

1. Doing all such acts as may be required to be complied with under the the Companies Act, 2013 including finalising/modifying/filing of the Company Application for Directions supported by an affidavit, before the competent National Company Law Tribunal for the purposes of dispensing with the requirement of holding meetings of Shareholders and Creditors of the Company;
2. Filing the Scheme and/or any other information/details with any regulatory authority or agency to obtain approval or sanction to any provisions of the Scheme or for giving effect thereto;
3. Making any modifications, changes, variations, alterations or revision in the Scheme as may be expedient or necessary, particularly for satisfying the requirements and conditions imposed by the competent National Company Law Tribunal or any other authority as may be required for approving the Scheme, subject to the approval of the competent National Company Law Tribunal;
4. Filing of the Company Application/Petition before the competent National Company Law Tribunal for sanctioning the Scheme of Amalgamation;
5. Signing, executing and delivering the Company Application / Company Summons for Directions, Company Petition / Company Scheme Petition, any form, affidavit or any other such document whether required as an annexure or original or as a certified true copy;

TRUE COPY

OPULENT TRADING AND INVESTMENT PRIVATE LIMITED

Regd. 138/A, CHANDAWADI, 2ND FLOOR, FLAT NO. 15, C.P TANK ROAD, MUMBAI MH 400004 IN;

CIN No: U65990MH1994PTC081938;

Email ID: info@goldenmetal.in, Telephone No. 022 25672233

- 6. Declaring and filing all pleadings, reports and signing and issuing public advertisements and notices;
- 7. Appointment of any Consultant, Lawyers/Advocates, Practicing Company Secretary, Valuers and other professionals, as may be required from time to time and to fix their remuneration;
- 8. Delegating the powers vested in each one of them jointly and severally to any employee of the Company, consultant, advocate, lawyer, practicing company secretary, whether by way of a Power of Attorney/ Vakalatnama/ Resolution/Letter of Authority or any other document;
- 9. Authorizing any person to represent the Company before the Registrar of Companies, Regional Director, Official Liquidator, National Company Law Tribunal or any other statutory authority, as and when required;
- 10. Representing the Company before the competent National Company Law Tribunal and any other regulatory authorities including Central or State Government, Regional Director, Ministry of Corporate Affairs, Registrar of Companies and before all Courts of law or tribunals for the purpose of the proposed Scheme, signing and filing of all documents, deeds, applications, notices, petitions and letters, to finalise and execute all necessary applications/ documents/papers for and on behalf of the Company and do all such acts, deeds, matters and things, whatsoever, including settling any questions, doubt or difficulty that may arise with regard to or in relation to the Scheme as may be necessary and proper in order to give effect to the above resolution."

Certified to be true
For Opulent Trading & Investments Private Limited
For Opulent Trading & Investment Private Limited

Vimaljain
Director

VIMALKUMAR PUKHRAJ JAIN
DIN: 02307927
Director

Date: 8th APRIL 2022

TRUE COPY

TRUE COPY



GOLDEN METAL Pvt. Ltd.
Manufacturers of Precision Stainless Steel

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE GOLDEN METAL PRIVATE LIMITED HELD ON FRIDAY, 8TH APRIL 2022, AT 12:00 P.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT SHOP NO. 3, 26/24, SINDHI LANE, MUMBAI-400004, MAHARASHTRA, INDIA

AMALGAMATION OF GOLDEN METAL PRIVATE LIMITED WITH OPULENT TRADING AND INVESTMENT PRIVATE LIMITED

"RESOLVED THAT with the unanimous consent of all the Directors present and pursuant to the Sections 230 and 232 of the Companies Act, 2013 ('the Act') and other applicable provisions of the Act and the Rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force) and the Memorandum of Association of the Company and subject to the requisite approvals / sanction of the competent National Company Law Tribunal, statutory authorities, banks, financial institutions, creditors and members of the Company, Opulent Trading & Investments Private Limited ('Company') be amalgamated with Golden Metal Private Limited.

RESOLVED FURTHER THAT subject to the sanction of the competent National Company Law Tribunal and all other requisite statutory authorities, the draft Scheme of Amalgamation placed before this meeting be and is hereby approved and that Mr. Sevantikumar Pukhraj Jain and Mr. Deepakkumar Pukhraj Jain, Directors of the Company be and are hereby jointly and/ or severally authorised to make such alteration and changes therein as may be ordered / directed by the competent National Company Law Tribunal or statutory authorities or as they may deem fit.

RESOLVED FURTHER THAT Mr. Sevantikumar Pukhraj Jain and Mr. Deepakkumar Pukhraj Jain, Directors of the Company be and are hereby jointly and/ or severally authorised to take all the necessary steps in connection with: -

1. Doing all such acts as may be required to be complied with under the the Companies Act, 2013 including finalising/modifying/filing of the Company Application for Directions supported by an affidavit, before the competent National Company Law Tribunal for the purposes of dispensing with the requirement of holding meetings of Shareholders and Creditors of the Company;
2. Filing the Scheme and/or any other information/details with any regulatory authority or agency to obtain approval or sanction to any provisions of the Scheme or for giving effect thereto;
3. Making any modifications, changes, variations, alterations or revision in the Scheme as may be expedient or necessary, particularly for satisfying the requirements and conditions imposed by the competent National Company Law Tribunal or any other authority as may be required for approving the Scheme, subject to the approval of the competent National Company Law Tribunal;
4. Filing of the Company Application/Petition before the competent National Company Law Tribunal for sanctioning the Scheme of Amalgamation;
5. Signing, executing and delivering the Company Application / Company Summons for Directions, Company Petition / Company Scheme Petition, any form, affidavit or any

CIN : U51420MH2006PTC159445

HEAD OFFICE :
Shop No. 3, 26/24 Sindh Lane, Mumbai 400 004.
Tel. : 022-2388 2488 • 2389 0906 • 2385 4664
Email : info@goldenmetal.in

WORKS :
S. No. 90/1, Dehri Road,
Tal: Umbergaon, Dist. Valsad, Gujarat - 396 171
Email : umbr@goldenmetal.in

www.goldenmetal.in



TRUE COPY



GOLDEN METAL Pvt. Ltd.
Manufacturers of Precision Stainless Steel

- other such document whether required as an annexure or original or as a certified true copy;
6. Declaring and filing all pleadings, reports and signing and issuing public advertisements and notices;
 7. Appointment of any Consultant, Lawyers/Advocates, Practicing Company Secretary, Valuers and other professionals, as may be required from time to time and to fix their remuneration;
 8. Delegating the powers vested in each one of them jointly and severally to any employee of the Company, consultant, advocate, lawyer, practicing company secretary, whether by way of a Power of Attorney/ Vakalatnama/ Resolution/Letter of Authority or any other document;
 9. Authorizing any person to represent the Company before the Registrar of Companies, Regional Director, Official Liquidator, National Company Law Tribunal or any other statutory authority, as and when required;
 10. Representing the Company before the competent National Company Law Tribunal and any other regulatory authorities including Central or State Government, Regional Director, Ministry of Corporate Affairs, Registrar of Companies and before all Courts of law or tribunals for the purpose of the proposed Scheme, signing and filing of all documents, deeds, applications, notices, petitions and letters, to finalise and execute all necessary applications/ documents/papers for and on behalf of the Company and do all such acts, deeds, matters and things, whatsoever, including settling any questions, doubt or difficulty that may arise with regard to or in relation to the Scheme as may be necessary and proper in order to give effect to the above resolution."

Certified to be true
For Golden Metal Private Limited

For **GOLDEN METAL PVT. LTD.**

DIRECTOR / AUTH. SIGNATORY
SEVANTIKUMAR PUKHRAJ JAIN
DIN: 00204618
Director

Date: 8TH APRIL 2022

CIN : U51420MH2006PTC159445

HEAD OFFICE :
Shop No. 3, 26/24 Sindhvi Lane, Mumbai 400 004.
Tel. : 022-2388 2488 • 2389 0906 • 2385 4664
Email : info@goldenmetal.in

WORKS :
S. No. 98/1, Dabhi Road,
Tal: Umbergaon, Dist. Valsad, Gujarat - 396 171
Email : umbj@goldenmetal.in

www.goldenmetal.in



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OPULENT TRADING & INVESTMENT PVT LTD138/A, CHANDAWADI, 2nd FLOOR, FLAT NO. 15, C.P.TANK ROAD, MUMBAI-400004
CIN : U65990MH1994PTC081938DETAILS OF SHAREHOLDERS AS ON 31.03.2020
EQUITY SHARES OF RS 10/- EACH

Sr. No.	Name & Address of Shareholders	Folio No.	DP ID Client Id Account Number	No of Shares	Amount	Class of Shares
1.	Mr. Deepak P Jain Flat No. 15, Second Floor, 138/A Chandawadi, C P Tank Road,- Mumbai 400 004.	11	-	100	1000	Equity
2.	Mr. Vijay Kumar jain S/o. Mr. Pukhraj C Jain Flat No. 15, Second Floor, 138/A Chandawadi, C P Tank Road,- Mumbai 400 004	12	-	100	1000	Equity
3.	Mr. Vimal Kumar Jain S/o. Mr. Pukhraj C Jain Flat No. 15, Second Floor, 138/A Chandawadi, C P Tank Road - Mumbai 400 004	13	-	29900	299000	Equity
4.	Mr. Sevantikumar Pukhraj Jain S/o. Mr. Pukhraj C Jain 1602 Earth castle, V P Road, Girgaum,- Mumbai- 400004	14	-	42400	424000	Equity
	Total			72500	725000	

For Opulent Trading and Investment Private Limited,

Sevantikumar Pukhraj Jain
Director
Din No.: 00204618

TRUE COPY




GOLDEN METAL Pvt. Ltd.
Manufacturers of Precision Stainless Steel

List of Shareholders
(FY 01/04/2019 - 31/03/2020)

Sr. No.	Name of Shareholder	DP ID Client Id Account number	Number of shares held	Amount	Class of Shares
1	Mr. Sevantikumar Pukhraj Jain	-	16,00,000	1,60,00,000	Equity
2	Mr. Vijaykumar Pukhraj Jain	-	9,79,000	97,90,000	Equity
3	Opulent Trading & Investment Pvt Ltd	-	8,40,000	84,00,000	Equity
4	Mr. Pukhraj Chunilal Jain	-	7,60,000	76,00,000	Equity
5	Mr. Deepakkumar Pukhraj Jain	-	5,30,000	53,00,000	Equity
6	Mr. Vimalkumar Pukhraj Jain	-	4,27,000	42,70,000	Equity
7	Mrs. Meena Jain	-	3,70,000	37,00,000	Equity
8	Mrs. Vimala Jain	-	3,20,000	32,00,000	Equity
9	Hemlata Jain	-	2,00,000	20,00,000	Equity
10	Pukhraj. C. Jain (HUF)	-	1,50,000	15,00,000	Equity
Total				6,17,60,000	

For, GOLDEN METAL PRIVATE LIMITED


SEVANTIKUMAR PUKHRAJ JAIN
Director
DIN : 00204618



CIN : U51420MH2006PTC159445

HEAD OFFICE :
Shop No. 3, 26/24 Sindhi Lane, Mumbai 400 004.
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WORKS :
S. No. 9B/1, Dehri Road,
Tal.: Umbergaon, Dist. Valsad, Gujarat - 396 171
Email : umb@goldenmetal.in

www.goldenmetal.in



TRUE COPY



महाराष्ट्र MAHARASHTRA

2022

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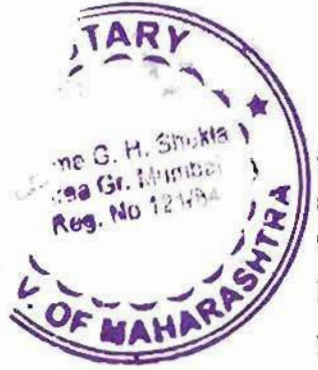


प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
10 MAY 2022
सक्षम अधिकारी

AFFIDAVIT

I, Deepakkumar Jain resident of Flat No. 15, Second Floor, 138/A Chandawadi, C P Tank Road, Mumbai, 400 004., do hereby state and declare on solemn affirmation as under:

1. That I hold 100 equity shares of Opulent Trading & Investment Private Limited representing 0.13% of the total paid up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferor Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme



Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

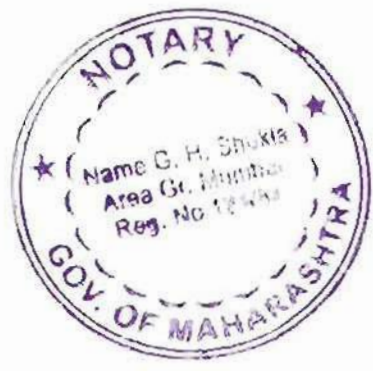
3 JUN 2022

Date: 08th April, 2022

Place: Mumbai

Affiant

Deepakkumar Jain



ATTESTED

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
Ganpatrao Kadam Marg, Lower Panel,
MUMBAI 400 013.

- 3 JUN 2022



महाराष्ट्र MAHARASHTRA

2022

02AA 433840



प्रधान मुद्राक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 10 MAY 2022
 सक्षम अधिकारी L

AFFIDAVIT

श्री. ... सांगळे

I, Sevantikumar Jain resident of Flat No. 15, Second Fr., 138/A Chandawadi, CP Tank Road, Mumbai, 400004, do hereby state and declare on solemn affirmation as under:

1. That I hold 42,400 equity shares of Opulent Trading & Investment Private Limited representing 58.48% of the total paid up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferor Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.



Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 08th Apr 2022
- 3 JUN 2022
Place: Mumbai

Affiant

Sevantikumar Jain



ATTESTED

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
Sanpatrao Kadam Marg, Lower Parel,
MUMBAI 400 013.

3 JUN 2022



महाराष्ट्र MAHARASHTRA

2022

02AA 433839



AFFIDAVIT

श्रीम. एल. एस. सांगळे

I, Vijaykumar Jain resident of Flat No. 15, Second Fr., 138/A Chandawadi, CP Tank Road, Mumbai, 400004, do hereby state and declare on solemn affirmation as under

1. That I hold 100 equity shares of Opulent Trading & Investment Private Limited representing 0.13% of the total paid up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferor Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.



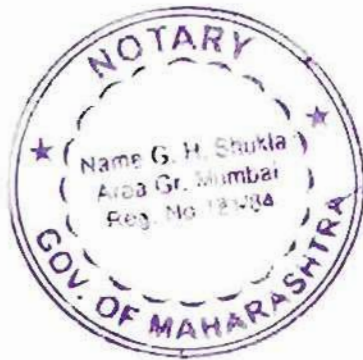
Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

3 JUN 2022
Date: 08th June, 2022

Place: Mumbai

Affiant

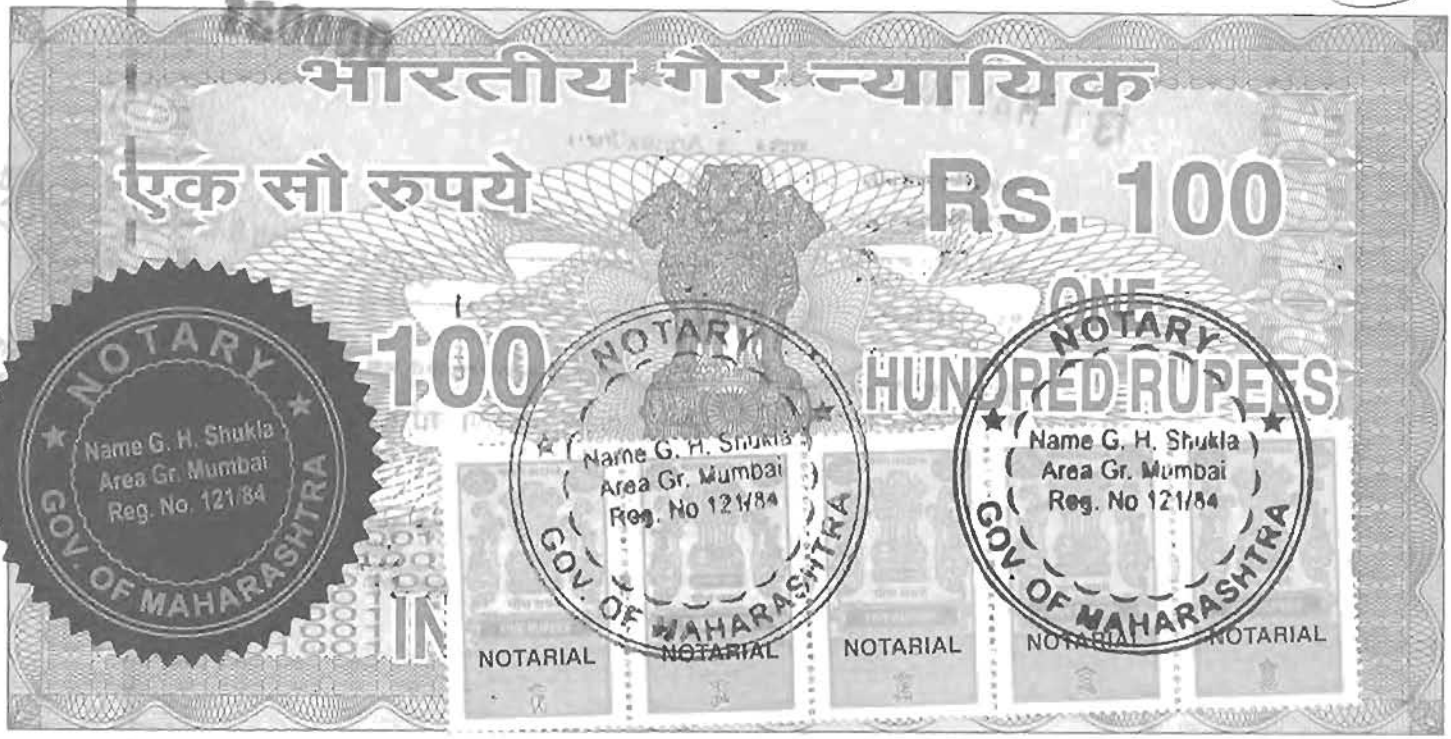
Vijaykumar Jain



ATTESTED

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
Sanpatrao Kadam Marg, Lower Panel,
MUMBAI 400 013.

- 3 JUN 2022



महाराष्ट्र MAHARASHTRA

2022

02AA 433838



प्रधान मुद्राक कार्यालय, मुंबई
 प.मु.वि.क. ८०००००९
 10 MAY 2022
 सक्षम अधिकारी

AFFIDAVIT

I, Vimalkumar Jain resident of Flat No. 15, Second Fr., 138/A Chandawadi, CP Tank Road, Mumbai, 400004, do hereby state and declare on solemn affirmation as under

1. That I hold 29,900 equity shares of Opulent Trading & Investment Private Limited representing 41.24% of the total paid up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferor Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

श्री. वि. क. जैन

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 08th April, 2022
3 JUN 2022

Place: Mumbai



Affiant

Vimalkumar Jain

Vimalkumar Jain



ATTESTED

G. H. Shukla

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
Sanpatrao Kadam Marg, Lower Panel,
MUMBAI 400 013.

3 JUN 2022



महाराष्ट्र MAHARASHTRA 2022



02AA 433837

प्रधान मुद्राक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
10 MAY 2022
सक्षम अधिकारी

श्रीम. ... सांगळे

AFFIDAVIT

I, Deepakkumar Jain, resident of Flat No 15, Second Fr, 138/A Chandawadi, CP Tank Road, Mumbai, 400004, do hereby state and declare on solemn affirmation as under:

- 1 That I hold 5,30,000 equity shares of Golden Metal Private Limited representing 8.58 % of the paid up share capital of the Company.
- 2 That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.



Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 08th June 2022
= 3 JUN 2022
Place: Mumbai

Affiant

Deepakkumar Jain



ATTESTED

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhevan, Ground Floor,
Ganpatrao Kadam Marg, Lower Parel
MUMBAI 400 013

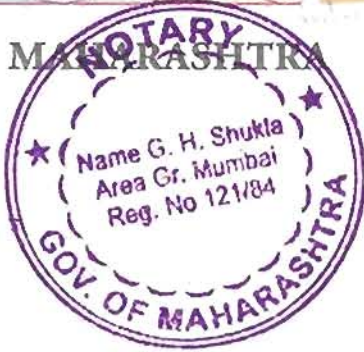
= 3 JUN 2022



महाराष्ट्र MAHARASHTRA

2022

02AA 433836



प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 10 MAY 2022
 सक्षम अधिकारी

AFFIDAVIT

श्रीम. ए. ए. सांगळे

I, Hemlata Jain, resident of Flat No. 15, Second Fr., 138/A Chandawadi, CP Tank Road, Mumbai, 400004, do hereby state and declare on solemn affirmation as under:

1. That I hold 200,000 equity shares of Golden Metal Private Limited representing 3.23% of the paid up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.



Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 08th JUN 2022

Place: Mumbai

Affiant

Hemlata Jain

Hemlata Jain



ATTESTED

G. H. Shukla

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
Sanpatrao Kadam Marg, Lower Parel,
MUMBAI 400 013

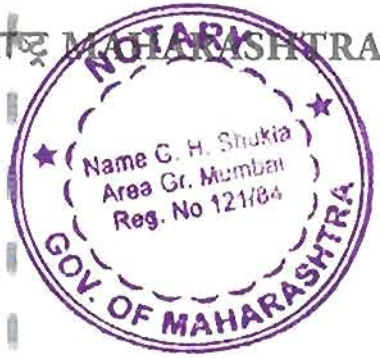
3 JUN 2022



महाराष्ट्र NOTARIAL MAHARASHTRA

2022

02AA 433835



प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 10 MAY 2022
 सक्षम अधिकारी L

श्री. एन. एन. सांगळे

AFFIDAVIT

I, Meena Jain, resident of Flat No. 15, Second Fr., 138/A Chandawadi, CP Tank Road, Mumbai, 400004, do hereby state and declare on solemn affirmation as under:

1. That I hold 370,000 equity shares of Golden Metal Private Limited representing 5.99 % of the paid up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme



Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

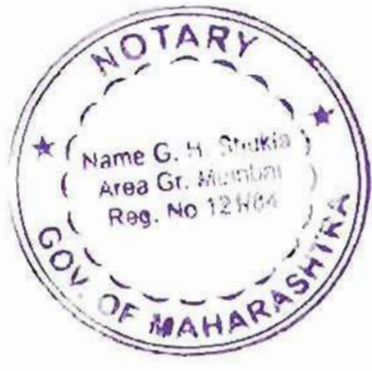
3 JUN 2022
Date: 08th April, 2022

Place: Mumbai

Affiant

Meena Jain

Meena Jain



ATTESTED

[Signature]

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
Sanpatrao Kadam Marg, Lower Park,
MUMBAI 400 013.

3 JUN 2022



महाराष्ट्र MAHARASHTRA

2022

02AA 433833



प्रधान मुद्राक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 10 MAY 2022
 सक्षम अधिकारी L

श्रीम. एन. एन. सांगळे

AFFIDAVIT

I, Pukhraj C Jain, resident of Flat No 15, Second Fr, 138/A Chandawadi, CP Tank Road, Mumbai, 400004, do hereby state and declare on solemn affirmation as under:

1. That I hold 7,60,000 equity shares of Golden Metal Private Limited representing 12.30 % of the paid up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.



Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

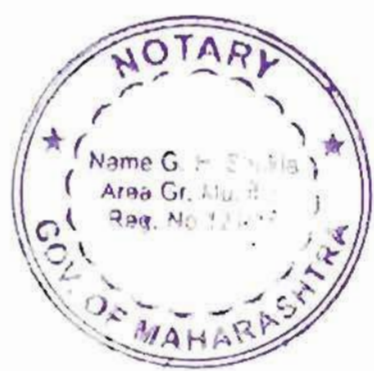
Date: 08th April, 2022
3 JUN 2022

Place: Mumbai

Affiant

Pukhraj C Jain

Pukhraj C Jain



ATTESTED

G. H. Shukla

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
Sanpatrao Kadam Marg, Lower Park,
MUMBAI 400 013.

3 JUN 2022



महाराष्ट्र GOV. OF MAHARASHTRA

2022

02AA 433834



प्रधान मुद्राक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 10 MAY 2022
 सक्षम अधिकारी

AFFIDAVIT

श्रीम. ए. व. एल. सांगळे

I, Pukhraj C Jain, Karta of Pukhraj Jain HUF, resident of Flat No. 15, Second Fr., 138/A Chandawadi, CP Tank Road, Mumbai, 400004, do hereby state and declare on solemn affirmation as under:

1. That I hold 150,000 equity shares of Golden Metal Private Limited as Karta HUF representing 2.42% of the paid up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.



Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 08th April 2022

Place: Mumbai

Affiant

Pukhraj Jain
(Karta)
Pukhraj Jain HUF



ATTESTED

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
Sanpatrao Kadam Marg, Lower Park,
MUMBAI 400 013.

3 JUN 2022



महाराष्ट्र MAHARASHTRA

2022

02AA 433832

प्रधान मुद्राक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
10 MAY 2022
सक्षम अधिकारी L



AFFIDAVIT

श्रीम. ए. ए. सांगळे

I, Sevantikumar Jain, resident of Flat No 15, Second Fr., 138/A Chandawadi, CP Tank Road, Mumbai, 400004, do hereby state and declare on solemn affirmation as under:

1. That I hold 16,00,000 equity shares of Golden Metal Private Limited representing 25.90 % of the paid-up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.



Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

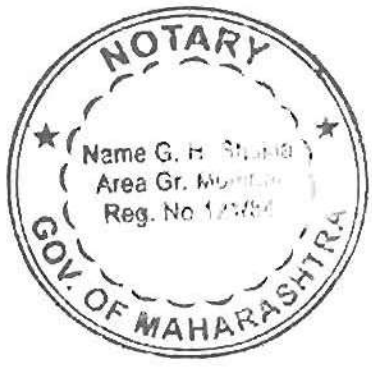
Date: 3 JUN 2022

Place: Mumbai

Affiant

Sevanti

Sevantikumar Jain



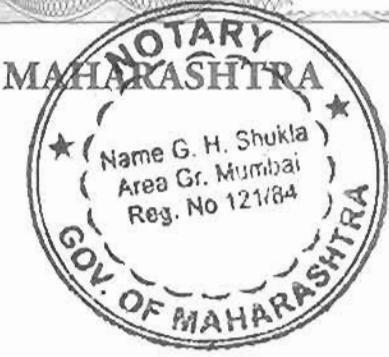
ATTESTED

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
Sanpatrao Kadam Marg, Lower Park,
MUMBAI 400 013.

3 JUN 2022



महाराष्ट्र



2022

02AA 433831

प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 10 MAY 2022
 सक्षम अधिकारी

AFFIDAVIT

I, Vijaykumar Jain, resident of Flat No. 15, Second Fr., 138/A Chandawadi, CP Tank Road, Mumbai, 400004, do hereby state and declare on solemn affirmation as under:

1. That I hold 979,000 equity shares of Golden Metal Private Limited representing 15.85 % of the paid up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.



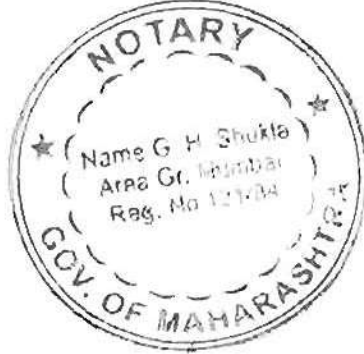
Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 03 JUN 2022

Place: Mumbai

Affiant

Vijaykumar Jain



ATTESTED

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
Sanpatrao Kadam Marg, Lower Park,
MUMBAI 400 013.

3 JUN 2022

190



महाराष्ट्र MAHARASHTRA

2022

02AA 433830



प्रधान मुद्राक कार्यालय, मुंबई
 प.मु.वि.क. ८०००००९
 10 MAY 2022
 सक्षम अधिकारी L

AFFIDAVIT

I, Vimalkumar Jain, resident of Flat No. 15, Second Fr., 138/A Chandawadi, CP Tank Road, Mumbai, 400004, do hereby state and declare on solemn affirmation as under

1. That I hold 427,000 equity shares of Golden Metal Private Limited representing 6.91 % of the paid-up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.



Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 08 JUN 2022
Place: Mumbai

Affiant

Vimal Jain
Vimal Kumar Jain



ATTESTED

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
Janpatrao Kadam Marg, Lower Parol,
MUMBAI 400 013
= 3 JUN 2022



महाराष्ट्र MAHARASHTRA

2022

02AA 433829



प्रधान मुद्राक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 10 MAY 2022
 सक्षम अधिकारी

AFFIDAVIT

I, Vimla Jain, resident of Flat No. 15, Second Fr., 138/A Chandawadi, CP Tank Road, Mumbai - 400004, do hereby state and declare on solemn affirmation as under.

1. That I hold 320,000 equity shares of Golden Metal Private Limited representing 5.18 % of the paid up share capital of the Company.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a shareholder of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
- 4 I say that no further consent or approval would be required from my side for implementation of the said Scheme.

श्रीम. एन. एन. सांगत



Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 08th Apr 2022
3 JUN 2022
Place: Mumbai

Affiant

Vimla Jain

Vimla Jain



ATTESTED

G. H. SHUKLA,
NOTARY GREATER MUMBAI
Jagamba Bhavan, Ground Floor,
Sanpatrao Kadam Marg, Lower Park,
MUMBAI 400 013.

3 JUN 2022

Opulent Trading & Investment Pvt. Ltd		
138/A, Chandawadi, 2nd Floor, Flat No. 15, C.P. Tank Road, Mumbai-400004		
Loan From Directors		
Group Summary		
1-Apr-21 to 31-Dec-21		
	<i>Loan From Directors</i>	
	Opulent Trading & Investment Pvt. Ltd - (from 1-Apr-2015) - (from 1-Apr-2017)	
Particulars	1-Apr-21 to 31-Dec-21	
	Closing Balance	
	Debit	Credit
Sevanti Kumar Pukhraj Jain		3382824.00
Vimal Kumar Pukhraj Jain		3873658.00
Grand Total		7256482.00

TRUE COPY



महाराष्ट्र MAHARASHTRA

2022

04AA 089250



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
24 MAR 2022
सक्षम अधिकारी

AFFIDAVIT

I, Sevantikumar P Jain, resident of [Flat 1602, 16Th Floor, Earth Castle, 143/145, V.P. Road, Mumbai, Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation as under:

1. That as on 31 December 2021, Opulent Trading & Investment Private Limited owes a debt of INR 33,82,824/- to me, towards the repayment of loan given to said company by me.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferor Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

वि. दि. क्र. गवई

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 8th April 2022

Place: Mumbai

Affiant

Sevantikumar P Jain

IRL
S. M. H. ZAIDI
Thane Dist.
No 3640
Commission
Expires
25 Sept 2020

NOTARY
S. M. H. ZAIDI
Mumbai & Thane Dist
Reg No 3640
My Commission
Expires
25 Sept 2020
GOVT OF INDIA

ATTESTED BY ME

S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.
20 MAY 2022



महाराष्ट्र MAHARASHTRA

2022

04AA 089251



प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 24 MAR 2022
 सक्षम अधिकारी

AFFIDAVIT

I, Vimalkumar P Jain, resident of [138-A, Chandawadi, 2nd Floor, Flat No. 15, C.P.Tank Road, Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation as under

श्री. वि. स. गवई

1. That as on 31 December 2021, Opulent Trading & Investment Private Limited owes a debt of INR 38,73,658/- to me, towards the repayment of loan given to said company by me.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferor Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 8th April 2022

Place: Mumbai

Affiant

Vinay Jain
Vinaykumar P Jain



ATTESTED BY ME
S.M.H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.

20 MAY 2022



GOLDEN METAL PVT LTD Shop No. 3, 26/24, Sindhi Lane, Mumbai-400004 CIN: U51420MH2006PTC159445		
Loans From - Director's Group Summary 1-Apr-21 to 31-Dec-21		
Particulars	List of Creditors GOLDEN METAL PVT LTD 1-Apr-21 to 31-Dec-21	
	Closing Balance	
	Debit	Credit
Deepak P Jain		1,20,40,138
Pukhraj C Jain		1,02,47,500
Sevanti P Jain		1,44,50,120
Vijay P Jain		1,07,02,500
Vimal P Jain		53,47,500
Hemlata V Jain		75,50,000
Meena S Jain		91,99,080
Vimala V Jain		38,50,000
Ambuja Intermediates Pvt Ltd		1,70,00,000
Bhavini V Jain		68,00,000
Cicago Commodities Pvt. Ltd.		1,110
Deepak P Jain [HUF]	1,00,000	
Devanshi V Jain		66,50,000
Dixita S Jain		73,00,000
Maa Pahari Mercantiles Pvt Ltd		2,00,00,000
Nisha D Jain		10,00,000
Pukhraj C Jain - HUF	1,00,000	
Sevanti P Jain - HUF	1,00,000	

TRUE COPY

Shree Kaviraj Enterprises Pvt Ltd		15,00,000
Tanisha S Jain		66,00,000
Vimal P Jain - HUF	1,00,000	
CAR LOAN-VERNA		34,131
Total	4,00,000	14,02,72,079
Net	13,98,72,079	

TRUE COPY



महाराष्ट्र MAHARASHTRA

● 2022 ●



04AA 089239

प्रधान मुद्रांक कार्यालय, मुंबई
म.वि.क्र. ८०००००९

24 MAR 2022

सक्षम अधिकारी

AFFIDAVIT

श्री. दि. क. गवई

I, Meena S Jain, resident of [Earth Castle, 16Th Floor, Bldg. Flat No. 1602, 143/145, V.P. Road, Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation as under:

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 91,99,080/- to me, towards the loan given to said company by me.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.



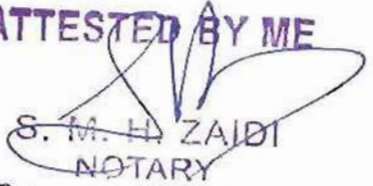
Date: 8 April 2022

Place: Mumbai

Affiant

M. S. Jain
Meena S Jain



ATTESTED BY ME

S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.

20 MAY 2022



महाराष्ट्र MAHARASHTRA

2022

04AA 089237



प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 24 MAR 2022
 सक्षम अधिकारी

AFFIDAVIT

I, Dixita S Jain, resident of [Earth Castle, 16Th Floor, Bldg., Flat No. 1602, 143/145, V.P. Road, Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation as under.

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 73,00,000/- to me, towards the loan given to said company by me. Further, an amount of INR 2,22,900/- was due towards my salary as on 31st December 2021.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.



Date: 8 April 2022

Place: Mumbai

Affiant

Dixita S Jain



ATTESTED BY ME

S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.

20 MAY 2022



महाराष्ट्र MAHARASHTRA

2022

**AFFIDAVIT**

I, Devanshi V Jain, resident of [Aditya Avenue, A-Wing, 13th Floor, Flat No. 1301, 12/224, V P. Road, S V P Road, Girgaon, Mumbai, 19-Maharashtra, 91- India, 400004], do hereby state and declare on solemn affirmation as under:

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 66,50,000/- to me, towards the loan given to said company by me.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 8 April 2022

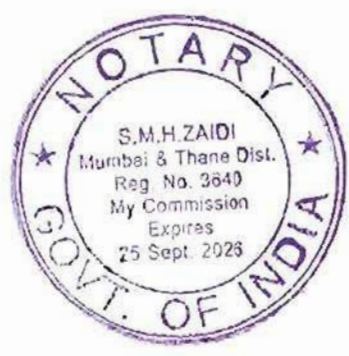
Place: Mumbai



Affiant

[Handwritten Signature]

Devanshi V Jain



ATTESTED BY ME
[Handwritten Signature]
S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.
20 MAY 2022



महाराष्ट्र MAHARASHTRA

2022

04AA 089235



प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 24 MAR 2022
 सक्षम अधिकारी

AFFIDAVIT

I, Deepakkumar P Jain, resident of [138-A, 2nd Floor, Flat 15, Chandawadi, G.P. Tank Road, गवई
 Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation
 as under:

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 1,20,40,138/- (INR One Crore Twenty Lacs Forty Thousand One Hundred and Thirty-Eight Only) to me, towards the loan given to said company by me.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 8 April 2022

Place: Mumbai



Affiant

Deepakkumar P Jain



ATTESTED BY ME

S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.

20 MAY 2022



महाराष्ट्र MAHARASHTRA

2022



04AA 089233

प्रधान मुद्रांक कार्यालय, मुंबई
प.सु.वि.क्र. ८०००००९
24 MAR 2022
सक्षम अधिकारी

AFFIDAVIT

श्री. दि. क. गवई

I, Bhavini V Jain, resident of [Aditya Avenue, A- Wing, 13th Floor, Flat No. 1301, 212/224, V.P. Road, Girgaon, Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation as under:

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 68,00,000/- to me, towards the loan given to said company by me.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

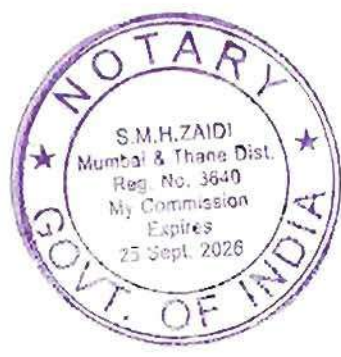
Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 8 April 2022

Place: Mumbai



Affiant
Bhavini V Jain
Bhavini V Jain



ATTESTED BY ME
S.M.H. ZAIDI
S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.
20 MAY 2022



महाराष्ट्र MAHARASHTRA

2022

04AA 089244



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
24 MAR 2022
सक्षम अधिकारी

AFFIDAVIT

श्री. दि. क. गवई

I, Vimalkumar P Jain, resident of [138-A, Chandawadi, 2nd Floor, Flat No. 15, C.P.Tank Road, Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation as under:

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 53,47,500/- to me, towards the loan given to said company by me.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

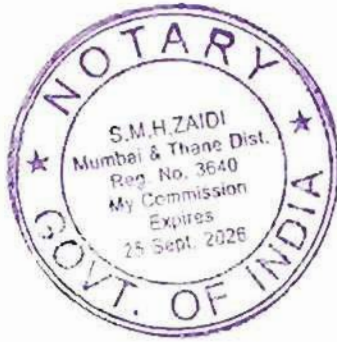
Date: 8 April 2022

Place: Mumbai



Affiant

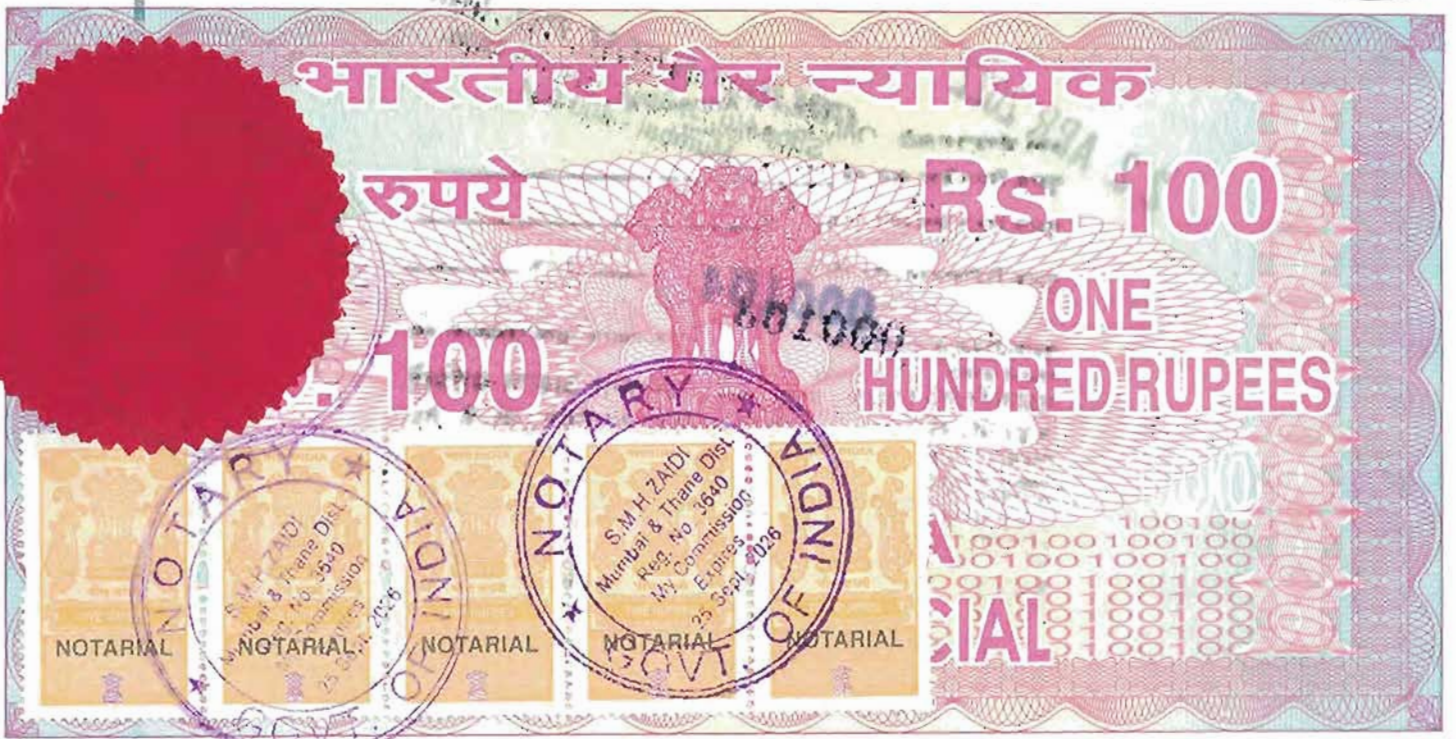
Vimaljain
Vimalkumar P Jain



ATTESTED BY ME

S.M.H. ZAIDI
S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.

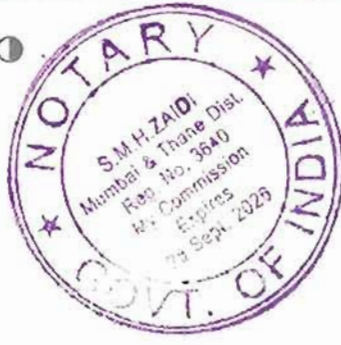
20 MAY 2022



महाराष्ट्र MAHARASHTRA

2022

04AA 089243



प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 24 MAR 2022
 सक्षम अधिकारी

AFFIDAVIT

I, Vijaykumar P Jain, resident of [Aditya Avenue, A-Wing, 13Th Floor, Flat No. 1301, 212/224, V P Road, Girgaon, Mumbai, Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation as under:

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 1,07,02,500/- to me, towards the loan given to said company by me. Further, an amount of INR 2,89,432/- was due on 31st December 2021 towards my salary.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

श्री. वि. क. गवई

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 8 April 2022

Place: Mumbai

Affiant

Vijaykumar P Jain



ATTESTED BY ME

S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.
20 MAY 2022



महाराष्ट्र MAHARASHTRA

2022

04AA 089242



प्रबल मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९
24 MAR 2022
संलग्न अधिकारी

AFFIDAVIT

I, Tanisha S Jain, resident of [Flat No. 1602, Earth Castle, 16Th Floor, 143/145, V.P. Road, Girgaon, Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation as under:

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 66,00,000/- to me, towards the loan given to said company by me.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

जवाब

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 8 April 2022

Place: Mumbai

Affiant

Tanisha

Tanisha S Jain



ATTESTED BY ME
[Signature]
S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.

20 MAY 2022.

भारतीय गैर न्यायिक

रुपये

Rs. 100

ONE

100

HUNDRED RUPEES



महाराष्ट्र MAHARASHTRA

2022

04AA 089241



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
24 MAR 2022
सक्षम अधिकारी

AFFIDAVIT

I, Sevantikumar P Jain, resident of [Flat 1602, 16th Floor, Earth Castle, 143/145 N. P. Road, Mumbai, Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation as under

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 1,44,50,120/- (INR One Crore Forty-Four Lacs Fifty Thousand One Hundred and Twenty Only) to me, towards the loan given to said company by me. Further, an amount of INR 2,79,799/- was due on 31st December 2021 towards my salary and an amount of INR 36,732/- was due towards credit card dues.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

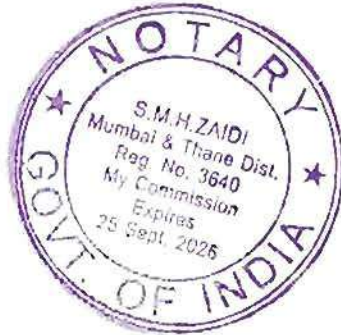
Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 8 April 2022

Place: Mumbai

Affiant

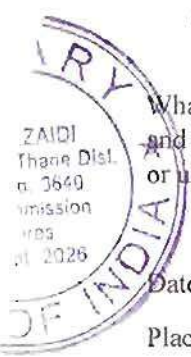
Sevantikumar P Jain



ATTESTED BY ME

S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.

20 MAY 2022





महाराष्ट्र MAHARASHTRA

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04AA 089234



प्रधान मुद्रांक कार्यालय, मुंबई
 प्र.मु.वि.क. ८०००००९
 24 MAR 2022
 सक्षम अधिकारी

AFFIDAVIT

I, Pukhraj C Jain, resident of [138-A, Chandawadi, 2Nd Floor, Flat No.15, C.P. Tank Road, Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation as under:

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 1,02,47,500/- (INR One Crore Two Lacs Forty-Seven Thousand Five Hundred Only) to me, towards the loan given to said company by me. Further, an amount of INR 2,79,560/- (INR Two Lacs Seventy-Nine Thousand Five Hundred and Sixty Only) was due as on 31st December 2021 towards my salary.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

श्री. वि. क. गवई

4 I say that no further consent or approval would be required from my side for implementation of the said Scheme.

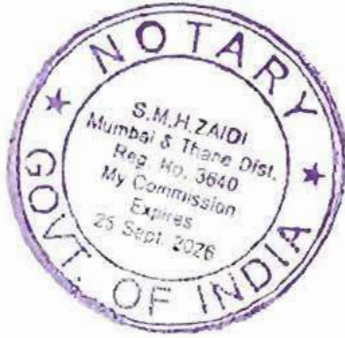
Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date 8 April 2022

Place Mumbai

Affiant

Pukhraj C. Jain
Pukhraj C Jain



ATTESTED BY ME

S.M.H. ZAIDI
S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.

20 MAY 2022





महाराष्ट्र MAHARASHTRA

2022

04AA 089248



प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.वि.क्र. ८०००००९
 24 MAR 2022
 सक्षम अधिकारी

To,
 National Company Law Tribunal,
 Mumbai Bench

श्री. दि. क. गवई

Subject: Consent to proposed Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company)

Respected Sir/Madam,

We, Maa Pahari Mercantiles Private Limited, having its registered office at [Office No. 3A, 7th Floor, Gate No. 02, Poddar Court 18, Rabindra Sarani, Kolkata – 700001, West Bengal], do hereby state as follows

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 2,00,00,000/- to us, towards the loan given to said company by our company.
2. That we have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.

- 3. That upon perusal of the said Scheme, it appears that none of our rights as a creditor of Transfree Company are being prejudicially affected as a result of said Scheme. Consequently, we do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
- 4. We say that no further consent or approval would be required from my side for implementation of the said Scheme.



Date: 8 April 2022

Place: Mumbai

For Maa Pahari Mercantiles Private Limited

[Signature]
 (Authorised Signatory)



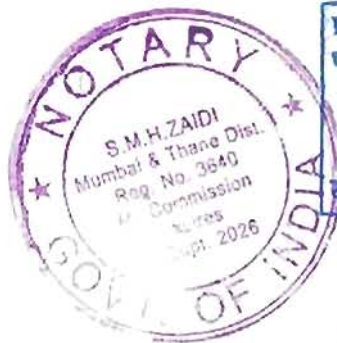
ATTESTED BY ME
[Signature]
 S.M.H. ZAIDI
 NOTARY
 Government of India
 Mumbai & Thane Dist.
 20 MAY 2022.



महाराष्ट्र MAHARASHTRA

2022

04AA 089249



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
24 MAR 2022
सक्षम अधिकारी

To,
National Company Law Tribunal,
Mumbai Bench

श्री. दि. क. गवई

Subject: Consent to proposed Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company)

Respected Sir/Madam,

We, Shree Kaviraj Enterprises Private Limited, having its registered office at [Room No. 8, 2nd Floor, 232 Jain Bhavan, V.P. Road, Mumbai - 400004], do hereby state as follows

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 15,00,000/- to us, towards the loan given to said company by our company.
2. That we have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.

- 3. That upon perusal of the said Scheme, it appears that none of our rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, we do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation
- 4. We say that no further consent or approval would be required from my side for implementation of the said Scheme.

Date: 8 April 2022
 Place: Mumbai



For Shree Kviraj Enterprises Private Limited



(Signature)
 (Authorised Signatory)



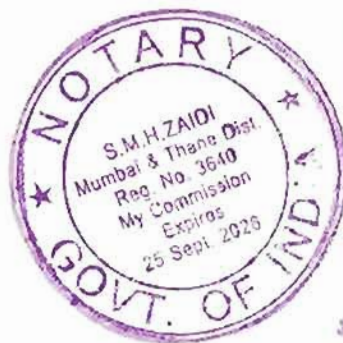
ATTESTED BY ME
(Signature)
S. M. H. ZAIDI
 NOTARY
 Government of India
 Mumbai & Thane Dist.
 20 MAY 2022



महाराष्ट्र MAHARASHTRA

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04AA 089246



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९
24 MAR 2022
सक्षम अधिकारी

श्री. दि. क. जवई

To,

National Company Law Tribunal,
Mumbai Bench

Subject: Consent to proposed Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company)

Respected Sir/Madam,

We, Ambuja Intermediaries Private Limited, having its registered office at [10 to 13, 3rd Floor, 4 D Square, Opp. IIT College, Near D Mart, VISAT – Gandhinagar Highway, Motera, Ahmedabad – 380005, Gujarat], do hereby state as follows

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 1,70,00,000/- to us, towards the loan given to said company by our company.
2. That we have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022

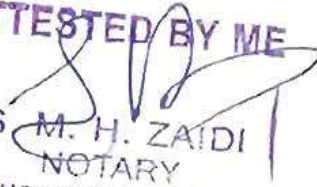
- 3. That upon perusal of the said Scheme, it appears that none of our rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, we do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
- 4. We say that no further consent or approval would be required from my side for implementation of the said Scheme

Date 8 April 2022
 Place: Mumbai

For Ambuja Intermediates Private Limited

X 
 AUTHORIZED SIGNATORY
 (Authorized Signatory)



ATTESTED BY ME

 S. M. H. ZAIDI
 NOTARY
 Government of India
 Mumbai & Thane Dist.
 20 MAY 2022

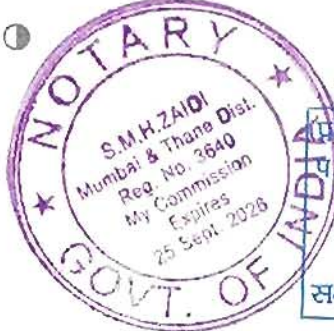




महाराष्ट्र MAHARASHTRA

2022

04AA 089240



AFFIDAVIT

I, Nisha D Jain, resident of [138-A, 2nd Floor, Flat 15, Chandawadi, C.P. Tank Road, मुंबई, महाराष्ट्र, 400004], do hereby state and declare on solemn affirmation as under:

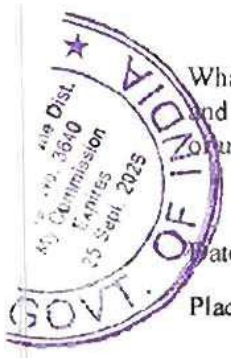
1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 10,00,000/- to me, towards the loan given to said company by me.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

Date: 8 April 2022

Place: Mumbai



Affiant

Nisha

Nisha D Jain



ATTESTED BY ME

S.M.H. Zaidi

S. M. H. ZAIDI
NOTARY

Government of India
Mumbai & Thane Dist.

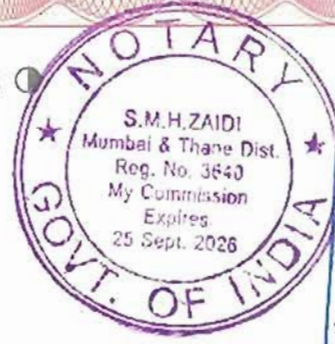
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महाराष्ट्र MAHARASHTRA

2022

04AA 089245



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
24 MAR 2022
सक्षम अधिकारी

AFFIDAVIT

श्री. दि. ल. गवई

I, Vimala V Jain, resident of [A-Wing, 13th Floor, Flat No. 1301, 212/224, Aditya Avenue, V.P. Road, Girgaon, Mumbai, 19-Maharashtra, 91-India, 400004], do hereby state and declare on solemn affirmation as under

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 38,50,000/- to me, towards the loan given to said company by me.
2. That I have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022
3. That upon perusal of the said Scheme, it appears that none of my rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, I do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.

4. I say that no further consent or approval would be required from my side for implementation of the said Scheme.

Whatever stated above in paragraph 1 to paragraph 4 is true and correct to the best of my knowledge, and no material fact has been concealed therefrom and no statement above is made under any duress or undue influence.

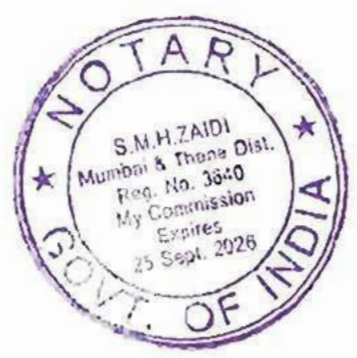
Date: 8 April 2022

Place: Mumbai



Affiant
Vimala V Jain

Vimala V Jain



ATTESTED BY ME
S.M.H. ZAIDI
S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.

20 MAY 2022

भारतीय गैर न्यायिक

रुपये

Rs. 100

100

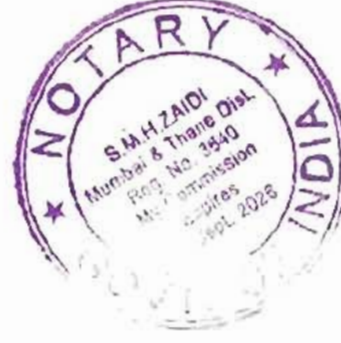
ONE HUNDRED RUPEES



महाराष्ट्र MAHARASHTRA

2022

04AA 089247



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
24 MAR 2022
सक्षम अधिकारी

To,
National Company Law Tribunal,
Mumbai Bench

श्री. दि. ल. गवई

Subject: Consent to proposed Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company)

Respected Sir/Madam,

We, Chicago Commodities Private Limited, having its registered office at [Office No. 3A, 7th Floor, Gate No. 02, Poddar Court 18, Rabindra Sarani, Kolkata - 700001, West Bengal] do hereby state as follows

1. That as on 31 December 2021, Golden Metal Private Limited owes a debt of INR 1,110/- to us, towards the loan given to said company by our company.
2. That we have perused the Scheme of Amalgamation between Opulent Trading & Investment Private Limited (Transferor Company) and Golden Metal Private Limited (Transferee Company), pursuant to which all the assets and liabilities of the Transferor Company will be transferred to the Transferee Company with effect from 1 January 2022.

- 3. That upon perusal of the said Scheme, it appears that none of our rights as a creditor of Transferee Company are being prejudicially affected as a result of said Scheme. Consequently, we do hereby unconditionally and irrevocably approve and consent to the proposed merger of Opulent Trading & Investment Private Limited with Golden Metal Private Limited in terms of the said draft Scheme of Amalgamation.
- 4. We say that no further consent or approval would be required from my side for implementation of the said Scheme.



Date: 8 April 2022

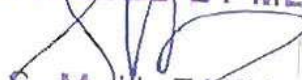
Place: Mumbai

For Chicago Commodities Private Limited


 (Authorised Signatory)



ATTESTED BY ME


S. M. H. ZAIDI
 NOTARY
 Government of India
 Mumbai & Thane Dist.

20 MAY 2022