जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

क्रमांकः दिनांक

विज्ञप्ति

गुरनानी रिसोर्टस एण्ड होटल प्रा. लि. कंपनी को रिसोर्ट हेतु खसरा संख्या 99 ग्राम चक जयसिंहनगर (पटवार हल्का चिताणुकलां तहसील आमेर) की भूमि में से करीब 30,000 व.मी. हेतु भूमि आवंटन कराने के क्रम में भूमि आवंटित की जानी विचाराधीन है। इस संबंध में यदि किसी व्यक्ति/कंपनी को कोई आपत्ति/सुझाव हो तो 15 दिवस में प्रस्तुत करें, अन्यथा प्रकरण में नियमानुसार अग्रिम कार्यवाही की जायेगी।

> अतिरिक्त आयुक्त (एलपीसी) जयपुर विकास प्राधिकरण

रामिकशोर व्यास भवनए इन्दिरा सर्किलए जवाहर लाल नेहरु मार्गए जयपुर.302004

दूरभाष ७११ ०१४ १ १ ४

ई-मेल : { aclpc.jda@rajasthan.gove.in }

D:\ letter 2020.docx

Signature yalid

2

Digitally signed by Priya Balram Sharma Designation . Additional Commissioner

Date: 2024.07.82 27:09:46 IST

Reason: Approve

RajKaj Ref 8545418



जयपुर विकास प्राधिकरणए जयपुर

www.jda.urban.rajasthan.gov.in



क्मांक- जविप्रा/अआ(एलपीसी)/24/डी-

दिनांकः

श्री अक्षय कुमार गुरनानी, डायरेक्टर. गुरनानी रिसोर्टस एण्ड होटल प्रा. लि., 10, होटल डेज, चतुर्थ तल, एयरपोर्ट प्लाजा स्कीम, दुर्गापुरा, टोंक रोड, जयपुर-302018

विषय:-गुरनानी रिसोर्टस एण्ड होटल प्रा. लि. कंपनी को रिसोर्ट हेतु खसरा संख्या 99 ग्राम चक जयसिंहनगर (पटवार हल्का चिताणुकला तहसील आमेर) की भूमि में से करीब 30,000 व.मी. हेतु भूमि आवंटन कराने बाबत्। संदर्भ:—नागरिक सेवा केन्द्र का पंजीयन क्रमांकः 407073 दिनांक 17.05.2024 के क्रम

उपरोक्त विषयान्तर्गत एवं संदर्भित पत्र के कम में लेख है कि गुरनानी रिसोर्टस एण्ड होटल प्रा. लि. कंपनी को रिसोर्ट हेतु खसरा संख्या 99 ग्राम चक जयसिंहनगर (पटवार हल्का चिताणुकलां तहसील आमेर) की भूमि में से करीब 30,000 व.मी. हेतु भूमि आवंटन कराने बाबत् प्रार्थना-पत्र प्रस्तुत किया है।

इस संबंध में लेख है कि आप वर्तमान वर्ष 31.03.2024 की ऑडिट रिपोर्ट मय बैलेंस शीट, निर्माण कार्य शुरू करने का समय एवं पूर्ण करने की अवधि का विवरण संबंधित वांछित दस्तावेज शीघ्र प्रस्तुत करावें, ताकि प्रकरण में नियमानुसार अग्रिम कार्यवाही की जा सकें।

> (डॉ प्रिया बलराम शर्मा) अतिरिक्त आयुक्त (एलपीसी)

प्रतिलिपी:--नागरिक सेवा केन्द्र को उनके पंजीयन कमांक 407073 दिनांक 17.05.2024 के कम में सूचनार्थ प्रेषित है।

> (डॉ प्रिया बलराम शर्मा) अतिरिक्त आयुक्त (एलपीसी)

रामिकशोर व्यास भवनए इन्दिरा सर्किलए जवाहर लाल नेहरु मार्गए जयपुर.302004

दूरमाष.91.0141.2570122द्व रू ईपीबीएक्स .910141.2569696 एक्सर्टेशनरू ६७०१९द्वरू फैक्स. 91.141.2574555 ई-मेल :{aclpc.jda@rajasthan.gove.in} Signature valid

aRajKaj Ref 7789214

Digitally signed by Priva Balfam

Designation : Additio al Commissioner Date: 2024.06. 10 0 :19:59 IST

Reason: Approve

D:\ letter 2020.docx



Ac(18c) R. 443

GURNANI RESORTS AND HOTELS PVT. L

Regd. Office: Plot No.10, Hotel Days, 4th Floor, Behind Radisson Blu, Airport Plaza Scheme, Durgapura, Tonk Road, Jaipur-302 018

CIN: U55209RJ2019PTC063884

Phone: 0141-6667777

दिनांक : 10.06.2024

11.06.2024

डॉ. प्रिया बलराम शर्मा, अतिरिक्त आयुक्त (एल.पी.सी.) जयपुर विकास प्राधिकरण,

जयपुर ।

विषय:

रिर्सोट हेतू खसरा संख्या 99 ग्राम चक जयसिंहपुरा (पटवार हल्का चिताणुकला तहसील आमेर) की भूमि में से करीब 30,000 वर्गमीटर हेतू भूमि आवंटन करने के

संबंध में

नगरिक सेवा केन्द्र पंजीयन क्रमांक 407073 दिनांक 17.05.2024 सन्दर्भः

महोदया,

आपके पत्र क्रमांक जविप्रा / अआ(एलपीसी) / 24 / डी. 2-92 दिनांक 10.06.20.24 का अवलोकन करे जिसमें अपा द्वारा विगत वित्तिय वर्ष 2023—24 (31.03.2024) की बैलेंस शीट मय आर्डिट रिर्पोट चाही गई है। इस संबंध में हम श्रीमानजी को यह अवगत कराना चाहेगे की इस अवधि की ऑंडिट अभी नहीं कराई गई है फिर भी हम आपके समक्ष वित्तिय वर्ष 2023-24 की प्रोविजनल बैलेंस शीट इस पत्र के साथ संलग्न कर प्रेषित की जा रही है।

साथ ही हम आपको इस तथ्य से अवगत करवाना जयपुर विकास प्राधिकरण द्वारा आवेदित भूमि का पट्टा जारी होने के शीघ्र बाद हमारे द्वारा भवन मानचित्र अनुमोदन हेत् जयपुर विकास प्राधिकरण में प्रस्तृत किये जायेगे। भवन मानचित्र स्वीकृत होने के पश्चात् शीघ्र ही विकास एवं निर्माण कार्य आरम्भ कर किया जायेगा। पूर्व में प्रस्तृत प्रतिवेदन में सह स्पष्ट उल्लेख है कि निर्माण कार्य 3 वर्ष की अवधि के भीतर पूरा होने का अनुमान है।

अतः श्रीमानजी से निवेदन है कि भूमि आवंटन शीघ्र कर प्रार्थी को अनुग्रहित करने का कष्ट करे।

सधन्यवाद

भवदीय.

वास्ते : गुरनानी रिसोंट्रस एण्ड होटल्स प्रा. लि.

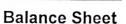
GURNANI RESORTS AND HO

निदेशक / प्राधिकृति हरिताक्षरकर्ता

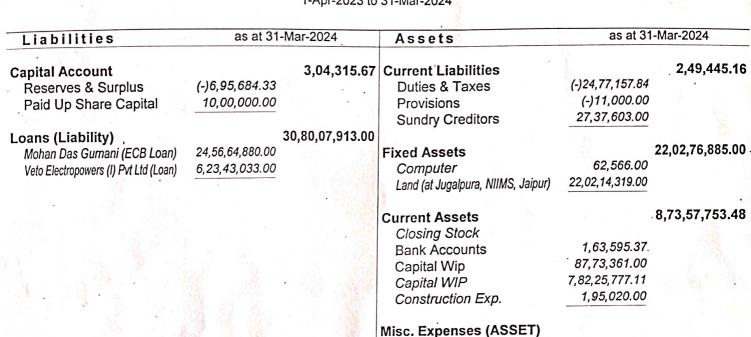
संलग्न : उपरोक्तानुसार

Gurnani Resorts & Hotels Pvt Ltd

230, Sindhi Colony Raja Park, Jaipur PAN: AAHCG6705A



1-Apr-2023 to 31-Mar-2024



30,83,12,228.67

Total

GURNANI RESORTS AND NOTELS PRIVATE LIMITATE

Profit & Loss A/c
Opening Balance

Current Period

Total

4,28,145.03

30,83,12,228.67

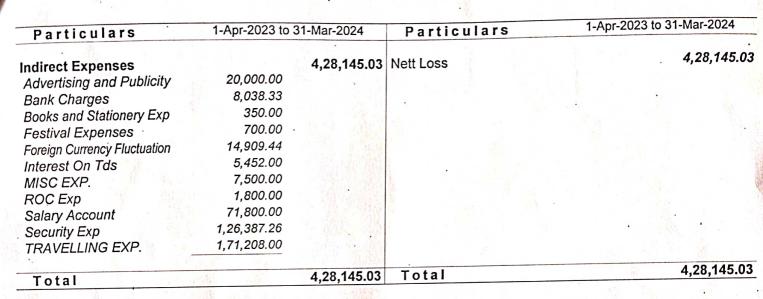
4,28,145.03



230, Sindhi Colony Raja Park, Jaipur PAN: AAHCG6705A



1-Apr-2023 to 31-Mar-2024



GURNANI RESORTS AND NOTELS PRIVA

DIRECTOR



नागरिक सेवा केन्द्र

जयपुर विकास प्राधिकरण, जयपुर file movement slip

A COMPANY	किसको	दिनांक		इस्ताक्षर रि
किससे	The state of the s		dispatcher	receiver
STAGE VIEW			17 74 1 1 1 1 1	vo-5 No
0.95	Maria de la companya della companya della companya della companya de la companya della companya			20-
			2000	
			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	I R
	Constitution of the consti		1000	TOVE CONTRACTOR OF THE PARTY OF
				100
The college				1/1/2
				1 01)
			te di tengko	211
	14.504	AND A PROPERTY.		()
			· 1000 · 1000	COAL-
	200 17.	1000 1000 PRESENT		
1				(1)
			Mark and America	
		101 1015	The second of the	2115/24
		インド・2種類に 選手 大変数となる。		
		100 - 100 -	100 10 10 10 10	
		CONTRACTOR OF THE PARTY OF THE	The transfer of the	· Section 10 - Section
	Open decidence			J. Pag. Phys.
	Alkabel Selection			
				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
			artie School (1999)	A Section of the sect
			The second second	
				8 1. 44 Mar. 1814 14
	A Reserved			
7 2 W		y and a significant		
14		op of the second		
, la	Part Service			
M		170		
功言				
CARDINAL CO.				
CK E		1-72-52		Andrew St. St.
31 2	5			
6				A STATE OF THE STA
7,16		1.00		1600 Land



जयपुर विकास प्राधिकरण

Registration No.

		नागरिक सेवा केन्द्र				407073			
		Citizen Ca							
inked CCC Reg. Nos			प्राप्ति (।	Receipt)		-			
सिके लिए CCC Reg. Nos	5.:								
equested For	Institutio	nal Land Allotm							
eceipt Date		17/05/2024	D	यत दिनांक ue Date		04/10/2024			
ग्रिक		आवेदक व	ज व्यौरा (A	pplicant's	Details)	7.			
गावेदक का नाम Pplicant Name	SH. GUR	NANIRESORTS A							
PiiCant Name नेता /पति का नाम ather's/Husband's Na ता	me SH. AKS	HAY KUMAR GUF	RNANAI S/	O VISHNU KI	JMAR GURNANI				
address	PLOT NO	-10, HOTEL DAY PIN: 302018	'S 4TH FLC	OR, AIRPOR	T PLAZA SCHE	ME, DI	URGAPURA RO	AD,	
		सम्बन्धित भूखण्ड का	विवरण (С	oncerned	Plot Details)				
कासकर्ता का प्रकार		विकासकर्ता		-					
veloper Type		Develo	per Name		-				
cheme Name									
जिना की लोकेशन					भूखण्ड का प्रकार				
cheme Location					Type Of Plot				
खण्ड संख्या		भूखण्ड का क्षेत्रफल	न (वर्ग गज में)/(वर्ग मीटर में					
lot No.		Plot Area (Sq.Yds.) /(Sq. Mtr.)				77		83	
ालान सं.		राशि (रूपर्यो			में) दिनांक				
hallan No				Fee In Rs.			Date		
तिरिक्त सलंग्न दस्तावेज की र	ार्ची (List of a	dditional docu	ment(s))	द	स्तावेजों की संख्या	9	फ्टों की संख्या		
PPLICATION , CHEC				7	otal		No.of Pages	125	
नन्धित कार्यालय AC(LPC)		सम्बन्धित अधिकारी	AC (LPC)		भारी अधिकारी AC (L		.PC)		
<i></i>			Cut from h					•••••	
	बन्धित कार्यालय	द्वारा की गई टिप			केन्द्र को भेजी	जानी है	ð:	1,00	
जीयन क्रमांक	407	407073		आवेदक का नाम		SH. GURNANIRESORTS AND HOTELS			
egistration No. सके लिए अनुरोध किया है। :	-			t's Name	PVT.LTD. DII	R .			
ervice Requested F	Institution	al Land Allotmer	nt (CCC-14	1)					
न रिनांक		डी. क्रमांक			डी. दिनांक				
Date 2	7/09/2024	Despatch No.			Despatch Date		The state of the s		
ue Date		सम्बन्धित अधिकारी					AC (LPC)	1	
mation to be filled i	n by the conce		AC (LPC) sent along	with result /	प्रमारी अधिकारी document(s) an	d cove	AC (LPC) er letter address	ed to	
e applicant.					1/10/20	100	The second second	-	
Matter Disposed Disposed Finally Pending at Appl		ase	¥ .	lya .	Detail's o	of Sta	atus		

सम्बन्धित अधिकारी के हस्ताक्षर मय मोहर



GURNANI RESORTS AND HOTELS PVT. LTD

Regd. Office: Plot No.10, Hotel Days, 4th Floor, Behind Radisson Blu, Airport Plaza Scheme, Durgapura, Tonk Road, Jaipur-302 018

CIN: U55209RJ2019PTC063884

Phone: 0141-6667777

AUTHORIZATION LETTER

I, AKSHAY KUMAR GURNANI DIRECTOR OF M/S. GURNANI RESORTS AND HOTELS PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT PLOT NO.10, HOTEL DAYS, 4TH FLOOR, AIRPORT PLAZA SCHEME, DURGAPURA, TONK ROAD, JAIPUR DO HEREBY AUTHORIZE TO MR. MOHAN KUMAR SONI [AADHAR NO.627675060945] TO FILE AND SUBMIT THE APPLICATION FOR ALLOTMENT OF JAIPUR DEVELOPMENT AUTHORITY LAND FOR RESORT PURPOSE AS PER PROFORMA-B DULY FILED. THE SPECIMEN SIGNATURE OF MR. MOHAN KUMAR SONI IS ATTESTED BELOW.

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

MOHAN KUMAR SONI

SIGNATURE OF

SIGNATURE ATTESTED DIRECTOR

GHUR! PEGARAGANI HRESORTISE LANDO HOTELS PVT. LTD.

AKSHAY KUMAR GURNANI

DIRECTOR

PLACE: JAIPUR DATED: 16.04.2024



आधार - आम आदमी का अधिकार



कम्पनियों / साझेदारी फर्मो / व्यक्तिगत भूमि आवंटन हेतू प्रार्थना पत्र

1.	कम्प	नी / फर्म / व्यक्ति का नाम	गुरनानी रिर्सोटस एण्ड होटल्स प्रा. लि.
2	आवे	दनकर्ता संगठन/ व्यक्ति (कम्पनी/	प्राईवेट लिमिटेड कम्पनी
	फर्म,	/व्यक्तिगत) किसी एक को टिक करो	अध्यद स्थितिहरू प्रत्य स
3.	आवे	दक का नाम (अधिकृत हस्ताक्षरकर्ता	अक्षय कुमार गुरनानी, संचालक
4.	डाक	पता, टेलिफोन नं. मोबाईल नं. व मेल	भग्नार मं 10 होटल हेज चत्थ तल,
	आई.	ৰী.	एयरर्पोट प्लाजा स्कीम, दुर्गापुरा, टोंक रोड,
			जयपुर — 302018
5.	भूमि	आवंटन का उद्देश्य	रिसॉट हेतू
6.	चाहे	गये क्षेत्रफल का विवरण	30000 वर्गमीटर
7.	भूमि	का क्षेत्रफल (वर्गमीटर में)	30000 वर्ग मीटर
8.	प्रोजेव	क्ट रिपॉट का सारांश (संस्थान, अनुमानित	संलग्न – परि. क
	निवेश	ा, निर्मित होने वाला क्षेत्रफल व समाज	
		होने वाले लाभों बाबत संक्षिप्त विवरण	
9.			नहीं
	आवं	टेत भूमि का विवरण)
10.		न किये जाने वाले दस्तावेज	
101	(1)	रजिस्ट्रेशन प्रमाण पत्र	संलग्न
	(2)	आर्टिकल ऑफ एसोसिएशन/	संलग्न
		पार्टनरशि डीड	
	(3)	गत तीन वर्षों की आडिट रिपॉट व	संलग्न
		बैलेन्स शीट	
	(4)	संस्थान का भूमि आवंटन के लिये लिया	संलग्न
		गया प्रस्ताव जिसमें अधिकृत	
		हस्ताक्षरकर्ता जो आवंटन हेतू आवेद	3¥
		करेगा, उसका उल्लेख हो।	
	(5)	प्रोजेक्ट रिपॉट (चाही गई भूमि पर	संलग्न
		बनने वाले प्रोजेक्ट बाबत मुख्य विवरण	
	(6)	रुपये 5000/- (पांच हजार रुपये) का	संलग्न
		बैंक का डी.डी./पे–आडर/चेक जो	*
		संबंधित निकाय के सचिव/अधिशाषी	
		अभियन्ता / मुख्य कार्यकारी अधिकारी के	
		नाम हो	

यह प्रमाणित किया जाता है कि उपरोक्त वर्णित सूचनाएं मेरी जानकारी व विश्वास के अनुसार सत्य है व कुछ भी नहीं छुपाया गया है। संस्थान/कम्पनी/आवेदनकर्ता आवंटन की शर्तो/निर्देशों व उप—विधियों आदि की समस्त नहीं छुपाया गया है। संस्थान/कम्पनी/आवेदनकर्ता आवंटन करने वाला शहरी निकाय (न्छ।छ ठव्वल) शर्तों की पूर्णतः पालना करेगा। शर्तों की अवहेलना करने पर आवंटन करने वाला शहरी निकाय (न्छ।छ ठव्वल) आवंटन निरस्त करने, भवन, भूमि पर बने अन्य निर्माण को कब्जे में लेने हेतू स्वतत्रं रहेगा। अवंटन निरस्त करने, भवन, भूमि पर बने अन्य निर्माण को कब्जे में लेने हेतू स्वतत्रं रहेगा।

दिनांक

स्थान : जयपुर

अधिकृत हस्ताक्षरकर्ती DIRECTOR नाम व पद — अक्षेत्र कुमार गुरनानी निदेशक

प्रोजेक्ट रिर्पोट का सारांश

प्रस्तावित रिर्पोट योजना में कुल 18 हैक्टेयर अर्थात 180000 वर्गमीटर की होगी। इसमें से 15 हैक्टेयर अर्थात 150000 वर्गमीटर भूमि का रिर्सोट का फ्री—होल्ड पट्टा व उक्त भूमि आवेदक के पास उपलब्ध है तथा शेष 30000 वर्गमीटर भूमि के लिये यह आवेदन पत्र प्रस्तुत किया जा रहा है। इस प्रकार भवन निर्माण विनियमों के अनुसार उक्त भूमि पर अधिकतम 20 प्रतिशत की सीमा तक निर्माण कार्य की रवीकृति दिये जाने का प्रावधान है जा लगभग 36000 वर्गमीटर अर्थात 387500 वर्गफुट होगी। इसके विकास व निर्माण कार्य पर लगभग 300 करोड रुपये का निवेश आवेदक द्वारा करने का प्रस्ताव है।

उक्त परियोजना के निर्माण से समाज को निम्न लाभ प्राप्त हो सकेगा :-

- निर्माण कार्य जिसकी अवधि तकरीबन 36 माह होने का अनुमान है इस दौरान करीब 200—250 व्यक्तियों जिसमें श्रमिक, कारीगर तथा तकनिकी विशेषज्ञों को रोजगार उपलब्ध हो सकेगा। इसमें स्थानीय श्रमिको को स्वभाविक रुप से प्राथमिकता प्रदान की जायेगी व आस—पास के गावों के लोगों को भी रोजगार उपलब्ध होगा। इसके अलावा 150 श्रमिकों व काम करने वालों को खाने व पेय पदार्थों की आपूर्ति के लिये स्थानीय दुकानदारों के व्यवसास में भी बढोतरी होगी।
- रिर्सोट आरम्भ होने पर लगभग ४०० व्यक्तियों जिसमें प्रशिक्षित, कुशल, अर्द्ध कुशल एवं श्रमिक शामिल है को भी स्थाई रोजगार प्राप्त हो सकेगा।
- रिर्सोट में ग्राहकों का दिये जाने वाली सेवाओं एव खाइमें सामग्री आदि पर सरकार को टैक्स के रुप में राजस्व आय प्राप्त होगी।

GURNANI RESORTS AND HOTELS PRIVATE LIMITED



GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that GURNANI RESORTS AND HOTELS PRIVATE LIMITED is incorporated on this Fifth day of February Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

ae Corporate Identity Number of the company is U55209RJ2019PTC063884.

The Permanent Account Number (PAN) of the company is AAHCG6705A

The Tax Deduction and Collection Account Number (TAN) of the company is JPRG12604E*

Given under my hand at Manesar this Fifth day of February Two thousand nineteen .

DS MINISTRY OF CORPORATE AFFAIRS 77

Digital Signature Certificate Ms. Tiainla.

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 230 SINDHI COLONY, RAJA PARK, JAIPUR, Jaipur, Rajasthan, India, 302004



* as issued by the Income Tax Department

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

Gillesian

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-33

SPICE MOA

(e-Memorandum of Association)

	English C Hindi
SRN of RUN	H42447847
	ompany as notified under schedule I of the companies Act, 2013
Table A- MEMORANDU	M OF ASSOCIATION OF A COMPANY LIMITED BY SHARES
	GURNANI RESORTS AND HOTELS PRIVATE LIMITED
. The Name of the Cor	npany is
	III. it and in the state of
2.The Registered office	of the company will be situated in the state of Rajasthan-RJ
<u> </u>	
R (a)The objects to be pu	rsued by the company on its incorporation are
1.To carry on all the business cabarets and swimming poomerchants, brewers, distiller drinks. 2.To purchase, take on leasy notels, holiday camps, restand to carry on the business and other staff for hearers and staff for hear	s of hotels, restaurants, cafes, holiday camps, resorts, taverns, beer-houses, refreshment rooms, night clubs, is and Turkish baths and lodging or apartment house keepers, licensed victuallers, wine, beer and spirit is, bakers and confectioners, importers and manufactures of aerated mineral and artificial water and other is, bakers and confectioners, importers and manufactures of aerated mineral and artificial water and other is, bakers and confectioners, importers and equip act as collaborators, technicians of any other hotels, urants, canteens, cafes, pubs, bars, refreshment rooms, casinos etc. in India or in any other part of the world of consultants to the hotels, restaurants, canteens, etc. in existence or to be started and to train chefs, cooks otel industry. If manufacturing, buying, selling, producing, processing, importing, exporting, distributing, trading, supplying, in all triads of food, food products, dairy products, bakery & confectionary products, whether as owners, confectionary products, and the products are producted as a confection and the production and the products are producted as a confection and the producted as a confection and the producted and the producted as a confection and the p

 To purchase or otherwise acquire and hold on, invest, trade, deal in, mortgage, pledge, assign, sell, transfer or otherwise dispose of any goods, wares, merchandise and all movable property for carrying out business of the Company.

2. To purchase or otherwise acquire, assemble, install, construct, alter, equip. repair, remodel, maintain, enlarge, operate, work, manage, control, hold, own, lease, rent, charter, mortgage, sell, convey or otherwise dispose of any buildings and structures, telephones and other communication facilities, data processing system and facilities, machinery, apparatus, instruments, fixtures and appliances in so far as the same may appertain to or be useful in the conduct of the business of the Company.

3. To purchase charter, hire, build or otherwise acquire any vehicles, vessels or craft of every description and to hold, own or work such vehicles, vessels or crafts for business of the Company.

4. To pay for any rights or property acquired by the Company and to remunerate any person or company whether by cash payment or by allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.

5. To apply for purchase or otherwise acquire and protect and renew in any part of the world any patent rights, brevets of de 'invention, trademarks, designs, licenses, concessions and the like, conferring any exclusive or non exclusive or limited rights to their use, or any secret or other information as to any invention or research which may seem capable of being used for any of the purposes of the Company or calculated directly or indirectly to benefit the Company and to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account the property, right, or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights and without prejudice to the generality of the above, any contracts, monopolies or concessions for or in relation to the supply and sale of any minerals, metals, products or other substances, materials, articles or things or lot in relation to the construction, execution, carrying out, improvement, management, administration or control of any works and conveniences, required for the purpose of carrying out any of the aforesaid business and to undertake, execute, carry out, dispose of or otherwise turn to account

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 1 of

DIRECTOR

9

such contracts, monopolies or concessions.

- 6. To acquire from any person, firm, institution or body corporate, whether in India or elsewhere technical information, know-how, process engineering, manufacturing and operating data, plans, layout and blue prints useful for the design, erection, operation of plant and machinery required for any of the business of the company and to acquire any grant or licence and other rights and benefits.
- 7. To enter into any arrangements with any Governments or any authority, supreme, municipal, local or otherwise that may seem beneficial to any of the Company's objects and to apply for, promote and obtain by any Act of any legislature, charter, rights, powers, privileges, concessions, grants, decrees, provisional orders, licences or authorizations of GovernmentCentral or State, or any relevant authorities (local or otherwise) or any private party for enabling the Company to carry any of its objects into effect or for any purposes which may seem expedient and to oppose any proceedings or applications which may seem calculated to prejudice the interests of the Company.
- 8. To enter into arrangements with companies, firms and persons for promoting and increasing the manufacture, sale, purchase and maintenance of goods, articles or commodities of all and every kind and descriptions, either by buying, selling, letting on hire, hire purchase or easy payments system or by financing or assisting such other companies, firms or persons to do all or any of such last mentioned acts, transactions and things and in such manner as may be necessary or expedient and in connection with or for any of these purposes to enter into agreements, lend money, give guarantee or security or otherwise finance or assist all or such purposes on such terms and in such manner as may be desirable.
- 9. To advance, deposit or lend money, securities and property with or without security as may be thought proper to such persons, companies, corporations or firms and on such terms as may seem expedient and in particular to customers and others having dealings with the company and to release or discharge any debt or obligation owing to the Company.
- 10. Subject to the provisions of the Companies Act to receive money or deposit or loan and borrow any money in such manner and no or without allowance of interest thereupon as the Company shall deem and in particular by the issue of debentures stock (perpetual or otherwise and convertible into shares of this or any other company or not) and to secure the repayment of any money borrowed, raised, received or owing by mortgage, pledge, charge or lien upon all or any of the property or assets of the Company (both present and future) and also by similar mortgage, charge, pledge or lien to secure the guarantee the performance by the Company or any other person, Company, firm or body Corporate of any obligation undertaken by the Company or any other person, Company, firm or body corporate as the case may be and to give the lenders or creditors the powers of sale and other powers as may seem expedient, provided however that the Company shall not do any banking business as defined in Banking Regulation Act, 1949 and money circulation business or Chit-Fund activities.
- 11. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange promissory notes, cheques, hundies, bills of lading, shipping documents, warrants, debentures and other negotiable or transferable instruments.
- 12. To guarantee the performance of any contract or payment of money secured by or payable under or in respect of bonds, debentures, debenture stock, contracts, mortgages, charges, obligations and other securities of any Company or of any authority, Central, State, Municipal, local or otherwise or of any person, whomsoever, whether incorporated or not and generally to transact all kinds of guarantee business and to further transact all kinds of trust and agency business for attainment of the objects of the Company.
- 13. To invest any moneys of the Company not for the time being required for any of the purposes of the Company in such manner as may be thought proper and to hold, sell or otherwise deal with such investments.
- 14. To improve, manage, develop, grant rights or privileges in respect of, or otherwise deal with all or any part of the property and this of the Company.
- 15. Subject to the provisions of the Companies Act, 2013 to lease, let out on hire, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part or parts of the undertaking of the Company or any land, business, property, rights or assets of any kind of the Company or any share or interest thereon in such manner and for such consideration as the Company may think it.
- 16. To establish, or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the undertakings, business, rights, liberties and properties of the Company or for any other purpose which may seem directly or indirectly calculated to benefit 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 and to subsidise or otherwise assist any such company or companies either out of its own funds or out of funds that it might borrow by issue of debentures or from bankers or otherwise.
- 17. To vest any real or personal property, rights or interest acquired by or belonging to the company in any parson or Company on behalf of or for the benefit of the company and with or without any declared trust in favour of the Company.
- 18. To take into consideration and to approve and confirm and/or carry out all acts, deeds or things that may be done or entered into with any person, firm or body corporate by the promoters of the Company and further to enter into any arrangement, agreement or contract with the promoters and to reimburse them for all costs and expenses that may be incurred by them in or in connection with the formation or promotion of the Company.
- 19. To pay out of the funds of the company all costs, charges and expenses which the Company may lawfully pay with respect to the promotion, formation and registration of or for the business of the Company and/or the issue of its capital or which the Company shall consider to be necessary including therein the cost of advertising, printing and stationary and commission for obtaining the underwriting of shares, debentures or other securities of the Company and expenses attendant upon the formation of agencies, branches and local boards.

GURNANI RESORTS AND HOTELS PRIVAT

Page 2 of 7

- 20. To purchase, takeover or otherwise acquire and undertake the whole or any part of the business property, rights and liabilities of any person, firm or company carrying on or proposing to carry on any business which this Company is authorized to carry on, or possess any property or rights suitable for any of the purchase any property or rights suitable for any of the purposes of the Company or which can be carried on in conjunction therewith and to purchase, acquire, sell and do like the company of the purposes of the Company or which can be carried on in conjunction therewith and to purchase, acquire, sell and deal in property.
 - 21. To procure the incorporation registration or the recognition of the Company in any country, state or place.
- 22. To establish and regulate branches or agencies, whether by means of local boards or otherwise anywhere in India or elsewhere place or places throughout the world for the place of places throughout the world for the places. at any place or places throughout the world for the purpose of enabling the Company to carry on its business more efficiently and to discontinue and company to carry on its business more efficiently and to discontinue and reconstitute any such branches or agencies.
- 23. To apply for membership or become a member of any Stock Exchange, Bullion Exchange, Commodities Exchange, Company, per of Commerce, Association, Endough to the Chamber of Commerce, Association, Federation, Society or Body Corporate having any objects similar or identical with those of the Company or likely and the company or likely or Company or likely to promote the interests of the Company.
- 24. In accordance with the law for the time being in force, to reserve or to distribute as bonus shares to the members or otherwise as the Company decrease of the Company and 24. In accordance with the law for the time being in force, to reserve or to distribute as bonus shares to the members of other mass to apply as the Company deems fit any money received by way of premium on any shares, stocks or debenture-stock of the Company and money arising from the issue by the Company of forfeited shares.
- 25. To grant pension, allowances, gratuities, benefits, emoluments and bonuses and provident funds to employees, managers and directors of the Company and the widows, children and other dependents of such persons and to construct or contribute to the construction of houses, dwelling with the contractual of houses, dwelling units or quarters for the employees of the Company and of other concerns which are or may have contractual relationship of seadons and of these this relationship of rendering any services to the Company and to join with any other person, firm or company or doing any of these things.
- 26. To appoint attorneys for and on behalf of the company and to execute necessary powers in favour of the said attorneys to act for and in the name of and on behalf of the Company and to execute necessary powers in layour of the said attention and in the name of and on behalf of the Company and to revoke all or any of such powers and appointments as may be deemed expedient.
- 27. To establish industrial estates, including selling up of housing colonies, recreation facilities, medical relief facilities, water and electricity plants, ancillary and/or auxiliary units required for furtherance of the business of the company.
- 28. To help, assist, support, aid, establish, acquire or set up and run schools, colleges, training and professional institutions, hospitals, dispensaries, music and dance centres or other similar institutions for the welfare of the employees of the Company.
- 29. To give to any officers, servants or employees of the company any shares or interest in the profits of the Company's business or any branch thereof, and whether carried on by means or through the agency of any subsidiary Company or not and for that purpose to enter into any arrangement that the Company may think fit.
- 30. To train or pay for training in India or abroad of any of the Company's employees or any other person in the interest of or for furtherance of the Company's objects.
- 31. To establish and maintain or procure the establishment and maintenance of any contributory or noncontributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any son who are or were at any time in the employment or service of the Company, or who are or were at any time the Directors or Officers
- the Company and wives, widows, families and dependents of any such persons, and also establish any subsidies and subscribe to any institutions, associations, clubs, or funds calculated to the benefit of or to advance the interest and well being of the Company or of any such other Company as aforesaid, and to do any of the matters aforesaid either done in on conjunction with any such other company.
- 32. To receive any gifts of immovable or moveable property and offerings or voluntary donations or be quest and legacies either from the shareholders, directors or from any other person for all/or any of the objects of the Company.
- 33. To support, donate, contribute, subscribe, advance or lend with or without interest or at concessional rate of interest or otherwise to assist or to guarantee moneys to any charitable, benevolent, religious, scientific, educational, national, public or other institutions, trusts, clubs, societies, organizations or individuals or body of individuals on such terms and conditions as may seem expedient or for any exhibitions or towards the funds of any other Organizations subject to the provisions of the Companies Act, 2013.
- 34. To undertake and execute any trusts, the undertaking whereof may seem desirable and are gratuitous or otherwise, and in particular to act as depositories of any shares or securities of and as agents or brokers for the investment, loan, payment, transmission or collection of money and the purchase, sale, hire, improvement or development and management of property, movable or immovable of any Company, firm or person (whether Indian or foreign) and to undertake and perform subcontracts.
- 35. (a) To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare or of the upliftment of the public in any rural areas and to incur any expenditure on any programme of rural development and to assist in execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generality of the foregoing "programme of rural development" shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area to promote and assist rural development, or any other act relating to

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

Page 3 of 7

rural development for the time being in force and in order to implement any of the above mentioned objects or purposes transfer without any consideration or at a fair concessional value and divest the ownership of any property of the company to or in favour of any Public or Local Body or Authority/Central/State Government/Public Institution/Trust Fund/ Organisation/Person.

- (b) To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging social and moral responsibilities of the Company to the public or any section of public as also any activity to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means without welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means without welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means without welfare or social, economic or moral uplift of the public or any section of the generality of the foregoing to undertake, carry out, promote and sponsor any activity for publication of any books, literature prejudice to the generality of the foregoing to undertake, carry out, promote and sponsor any activity for publication of any books, literature prejudice to the generality of the foregoing to undertake, carry out, promote and sponsor any activity for publication of any books, literature prejudice to the generality of the foregoing to undertake, carry out, promote and sponsor any activity for public and in such manner and by such means without and sponsor any activity for public and in such manner and by such means without and sponsor any activity for public also and such manner and sponsor any section of public and in such manner and by such means without and sponsor any activity for public and in such manner and by such means without and sponsor any activity for public and in such manner and by such means without and sponsor any activity for public and in such manner and by such means without and sponsor any activity for public and in such manner and by such means without and sponsor any activity for public and in such manner and by such means without and sponsor any activity for public and in such manner and by such means without and sponsor any activit
- (c) Subject to provisions of Companies Act, 2013 to give donations and to advance and lend money to any person, institution, organization, trust fund for benevolent causes on such terms and conditions and with or without interest or at concessional rate of interest as may seem expedient.
- 36. To adopt such means of making known the business or products or interests of the Company as may seem expedient and in particular by advertising in the press, by circulars on radio, television, video tapes and any such communication channels, by exhibition of works of art of interest, by publication of books and periodicals and by granting prizes rewards and donations.
- 37. Subject to the provision of the companies Act, 1956 and/or the Companies Act, 2013 to amalgamate, enter into partnership or into any arrangement for sharing profits, union or interest, co-operation, joint venture or reciprocal concession with any person, firm, corporation or company in India or outside carrying on or engaged in or engaged in any business or transaction which the company is authorized or engaged in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company and further to enter into any arrangement or contracts with any person, association or body corporate whether in India or outside, for such other purposes that may seem calculated beneficial and conducive to the objects of the Company.
- 38. To experiment and to incur expenses necessary for the purposes and with a view to improve the present method and process of working the business which the company is authorised to carry on and to carry on research for improving developing or effecting economy and greater efficiency in the business of the company or in the process of production, manufacture and working of or trading.
- 39. To establish, maintain or subsidise and conduct, organise, sponsor and/or assist research in any field that may seem calculated to promote any of the business which the company is authorised to carry on.
- 40. To act as agents or brokers and as trustees for any person or company having similar objects and to undertake and perform subcontracts and to do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through agents, sub-contractors or trustees or otherwise and either alone or jointly with others.
- 41. Upon any issue of shares, debentures or other securities of the Company, to employ brokers, underwriters, registrars, commission agents, managers and other agents and to provide for the remuneration of such persons for their services by payment of cash or by the issue of shares, debentures or other securities of the Company or by granting of options to take the same or in any other manner would by law.
- 42. To open and keep a register or registers in any country or countries where it may be deemed advisable to do so and to allocate any number of shares in the Company to such register or registers.
- 43. To create any depreciation fund, reserve fund, insurance fund, sinking fund or any other special fund whether for depreciation or repairs, replacement, improvement, extension or maintenance of any of the properties of the Company by way of Investment Allowance Reserve or any other reserve or for redemption of debentures or redeemable preference shares or for any other purposes conducive to the interest of the Company.
- 44. To distribute in the event of winding up in specie or otherwise as may be resolved, any property or assets of the Company or any proceeds of sale or disposal of any property or assets of the Company including the shares, debentures or other securities subject to the provisions of Companies Act, 2013.
- 45. Subject to provisions of the Companies Act, 2013 or any other enactment in force, to indemnify and keep indemnified officers, directors, agents and servants of the Company against proceedings, costs, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company and for any loss, damage or misfortune, whatever, which shall occur in execution of the duties of their office or in relation thereto.
 - 46. To do all such other things as may be deemed incidental or conducive to the attainment of the above or any of them.

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

Page 4 of 7

- 47. To borrow or raise or secure the payment of money from any bank or any financial institution or any other person or persons, NRI, NRO, Foreign Bankers and Institution for the purpose of the Company's main business in such manner and in such terms and with such rights power and privileges as the Company may think fit and particularly by issue of bonds, debentures, bill of exchange, promissory notes or other obligations or securities of the Company and with a view to hypothecate and/or in any way encumber or create charge of the undertaking and/or any of the immovable or movable properties, present or future and all or any of the uncalled capital for the time being of the Company and to purchase, redeem or pay of any such securities.
- 48. To amalgamate with any company or companies having objects all together or in part similar to those of these company or any other company, subject to the provisions of the Companies Act, 2013.
- 49. To open branches in India and elsewhere and to get the company registered in any foreign country and adopt such means of making known to the public the business or products of the Company as may seem expedient and in particular by advertising in the press, by circulars and publication of books and periodicals.
- 50. To purchase, take on lease, tenancy or license or in exchange, hire, take option over or otherwise acquire any estate or interest in any property whether movable or immovable and any rights or privileges which the Company may think necessary or convenient for the purposes of its business or may enhance the value of any other property of the Company and, in particular, any land (freehold, leasehold or other tenure), buildings, easements, machinery, plant, implements, provisions, hardwares and stock-in and on any such lands to build, construct, maintain, enlarge, pull down, remove or replace, improve or develop and to work, manage and control any buildings, offices, factories, mills, foundries, refineries, furnaces, sheds, godowns, shops, roads, ways, bridges or other structures for the purposes of the Company and also for the residence and amenity of its employees, staff and other workmen and to erect and install machinery and plants and other equipments deemed necessary or convenient or profitable for the purposes of the Company.
- 51. To establish, set up and run hotels, motels, inns, bars, restaurants, fast food centres, pizzerias, ice-cream parlours, amusement i recreation centres, libraries, cold storages, clubs and to act as boarding and lodging house, keepers, wine, beer and spirit merchants, brewers, maltsters, distillers, and manufactures of ice-creams, aerated mineral and artificial waters and other drinks, purveyors and caterers.
- 52. To do all such other acts, deeds or things as are incidental or conducive in the opinion of the Board of Directors to the above objects or any of them
- 4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5. The share capital of the company is

10,000,000.00

rupees, divided into,

				aureas anch	
1,000,000.00	Equity	shares of	10.00	rupees each	

We, the several persons, whose names and addresses are subscribed, 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 against our respective names:

GURNANI RESORTS AND HOTELS PRIVATE I

Page 5 of 7

S.No.			Subscriber Details					
The state of the s	Name, Address, Description an	d Occupation	DIN/PAN/Passport Number	No. of taken	shares	DSC	Dated	
1	May a state of the			75000	Equity	NARAL Doctary	01/02/19	
	M/s Veto Electropowers (India) Pri Mr. Narain Das Gurnani- Authorise behalf of the Comapny. CIN:U31909MH2007PTC168956 Address: 506, 5th floor, plot no. B- new link road, Andheri (west) Mur 400058	d Representative on 9 landmark building,	ACQPG5020N	73000	Equity	NARAI Destain N DAS INJANI DAS NARAN DAS GURN SON CONTROL OF CONTROL 14-5237		
	Occupation:Business				1= "	C Digitally	01/02/19	
2	Mrs. Renu Gurnani W/o Mohan Das Gurnani Address:C- 53, Saket Colony, Adan	sh Nagar,	07098991	5000	Equity	RENU Report by RENU GURNANI Date to 14 5327		
	Jaipur,Rajasthan-302004							
5	Occupation:Business Mr. Mohan Das Gurnani S/o. Mr. Rewa Chand Gurnani Address: C- 53, Saket Colony, Adai	sh Nagar.	01831741	11000	Equity	MOHA Digitally signed by N DAS DIFFERMING GURN 2019 52201 ANI 155.45	01/02/19	
	Jaipur,Rajasthan-302004	g,						
							01/02/19	
4	Occupation:Business Mr. Akshay Kumar Gurnani S/o. Mr. Vishnu Kumar Gurnani		06888193		Equity	AKSHAY DORAN STANDAY KUMAR CUPPLAN GURNA DORE NI 115727	01/02/	
	Address: 250, Frontier Colony, Ada Nagar _s Jaipur, Rajasthan- 302004. Occupation:Business	irsh Nagar, Jawahar						
	OCCUPATIONIS							
9						-		
	2							
				100,000.	Equity	-		
				00	Equity			
	Total Sha	ares taken				1		
		S	igned before Me					
			.5					
Name		Address, Description	on and Occupation	DIN/PA Numbe Memb Numbe	ership	DSC	Dated	
CA	Mr. PRIAVRAT SHARMA	C 347 1 FLOOR VASH JAIPUR,302021 Desc OCCUPATION- PROF	ription-Individual	076605		PRIA belowed VRAT SPRIAVE SHA below SHA 2019 DI RMA 1-0530	701	
							-	
							1	

Page 6 of 7

Check Form

Modify

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-34

SPICe AOA

(e-Articles of Association)

AOA	lano	uage	● English			
	N of R		Prefil			
			notified under schedule I of the companies Act, 2013 is applicable to the company			
*Tab	le F	as	notified under schedule For the companies 766, 2000			
			GURNANI RESORTS AND HOTELS PRIVATE LIMITED			
F			A COMPANY LIMITED BY SHARES			
		Articl	Description			
	- 5	e No	Interpretation			
7	×		(1) In these regulations — (a) "the Act" means the Companies Act, 2013, (b) "the seal" means the common seal of the company. (b) "the seal" means the common seal of the company. (2) Unless the context otherwise requires, words or expressions contained in these regulations same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.			
			Private Company			
					1	3. The Company is Private Company within the meaning of Section 2(68) of the Companies Act, 2013 and accordingly:—
			 i. restricts the right to transfer its shares, ii. except in case of One Person Company, limits the number of its members to two nundred. iii. except in case of One Person Company, limits the number of its members in a Company jointly, they shall, for the Provided that where two or more persons hold one or more shares in a Company jointly, they shall, for the purposes of this clause, be treated as a single member: Provided further that— a) persons who are in the employment of the Company; and b) 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 not be 			
			c) prohibits any invitation to the public to subscribe to any			
			Share capital and variation of rights			
		11	Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.			
		2	(i) Every person whose name is entered as a method in the register of the memorandum or after allotment or within 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			
			(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			
		3	(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.			
	100		GURNANI RESORTS AND HOTELS PRIVATE LIMITED Page 1 of 1			

DIRECTOR

Page 1 of 11



	_		
			(ii) The provisions of Adiaba (0) and (0) the sampany.
		4	(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company. 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.
		5	(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 thereunder. (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.
		6	(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 (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders 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.
		7	third of the issued shares of the class in question. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not. 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 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.
	×	8	by the creation or issue of further shares ranking pari passu therewith. 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.
			Lien
	- I		(i) The company shall have a first and paramount lien
		9	(a) on every share (not being a fully paid share), for all monies (whether payable at a fixed time, in respect of that share; and (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company: Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
			(ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:
			The company may sell, in such manner as the Board trilling in, any street
	U	10	Provided that no sale shall be made — (a) unless a sum in respect of which the lien exists is presently payable; or (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder the amount in respect of which the lien exists as is presently payable, has been given to the registered holder the time being of the share or the person entitled thereto by reason of his death or insolvency.
П	П		for the time being of the share or the person entitled thereto by reason of his death of his dea
		11	(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
			(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
		12	shares be affected by any irregularity of invalidity in the proceedings irrelevance to the sale. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
			Calls on shares
			(i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the
			conditions of allotment thereof made payable at fixed times:

Page 2 of 11

	•		Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at room the month from the date fixed for the payment of the last preceding call. The payment of the last preceding call. The payment of the last fourteen days' notice specifying the time or times and place are the payment of the last fourteen days' notice specified, the amount called on his shares.
			Provided that no call shall exceed one-fourth of the nominal value of the share of share of the
			Provided that no call shall exceed one-fourth of the nominal value month from the date fixed for the payment of the last preceding call. (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place so specified, the amount called on his shares. (iii) Each member shall, subject to receiving at least fourteen days' notice specifying the time on his shares. (iii) Each member shall, subject to receiving at least fourteen days' notice specifying the time on his shares.
	_		Provided that no call street for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the payment of the last provided that no call street fixed for the last provided that no call street fixed for the last provided that no call street fixed fixed for the last provided that no call street fixed fixed for the last provided that no call street fixed f
	1		month from the date income at least fourteen days specified, the amount
		13	(ii) Each member shall, subject to receiving at least fourteen control of payment, pay to the company, at the time or times and place so specified, of payment, pay to the company, at the time or times and place so specified, of payment, pay to the company, at the time or times and place so specified, of the Board. (iii) A call may be revoked or postponed at the discretion of the Board. (iii) A call may be revoked or postponed at the time when the resolution of the Board authorizing the call. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call. A call shall be deemed to have been made at the time when the resolution of the Board. Was passed and may be required to be paid by instalments.
			(ii) Each member state company, at the time of time
			of payment, pay to the discretion of the Board of the Board
			the revoked or postponed at the disease when the resolution
			(iii) A call may be to have been made at the time instalments.
	-		A call shall be defined may be required to be paid by illisting to pay all calls in the
		14	(iii) A call may be revoked or postponed at the determined the time when the resolution of the deemed to have been made at the time when the resolution of the deemed to have been made at the time when the resolution of the deemed to have been made at the time when the resolution of the deemed to have been made at the time when the resolution of the deemed to have passed and may be required to be paid by instalments. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof, the The joint holders of a share is not paid before or on the day appointed for payment thereof to the deemed to the deemed to the deemed the deemed the deemed the deemed thereof to the day appointed for payment thereof to the deemed to deemed the deemed t
	_		(i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof to determine the sum is due shall pay interest thereon from the day appointed for payment at the person from whom the sum is due shall pay interest thereon from the day appointed for payment may determine. [i) If a sum called in respect of a share is not paid before or on the day appointed for payment may determine. [ii) If a sum called in respect of a share is not paid before or on the day appointed for payment thereon to day appointed for payment thereon thereon the day appointed for payment thereon thereon the day appointed for payment thereon thereon the day appointed for payment thereon the day appointed for payment thereon the day appointed for payment thereon thereon the day appointed for payment the day appointed for payment the day appointed for payment thereo
		15	the joint to day appointed to page may determine.
			alled in respect of a shale is interest thereon illuminate if any, as interest thereon
	100		(i) If a sum called investing the sum is due shall pay little of at such lower rate, it any person from whom the sum is due shall pay little of at such lower rate, it any sum time of actual payment at ten per cent per annum or at such lower rate, it any fixed date, whether (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part. (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part. (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part. (ii) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether (ii) Any sum which by the terms of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of issue such on account of the nominal value of the share or by way of premium.
			person from whom with the per cent per annum of the person from wholly or in part.
		16	time of actual payment of any such interest was allotment or at any
			time of actual payment at ten per solution. (ii) The Board shall be at liberty to waive payment of any such interest wholly of at any fixed details. (ii) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed details. (i) Any sum which by the terms of issue of a share becomes payable, shall, for the purposes of these on account of the nominal value of the share or by way of premium, shall, for the purposes of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, by the terms of issue such on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations as to payment of regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such or account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations as to payment of such accounts of the promium of the purposes of the share or by way of premium, shall, for the purposes of these regulations are the purposes of the share or by way of premium, shall, for the purposes of the purposes of the promium of the purposes of the promium of the purposes of the purposes of the purposes of the purposes of the purpose of the purposes of the purposes of the purposes of the purpose of the purposes of the purpos
	1		(ii) The Board State by the terms of issue of a snate between the property of premium, snath, but the terms of issue of a snate by way of premium, snath, but the terms of the
			(i) Any sum which pominal value of the share or by way any able on the date of the share or by the pominal value of the share or by the share of the share or by the share or
			on account of the nominal value of the one account of the nominal value of the nom
_			regulations, be deemed to be a call duly made and regulations, be deemed to be a call duly made and provisions of these regulations as to payment of sum becomes payable. (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of a call of the case of non-payment of such sum, all the relevant provisions of these regulations as to payment of a call of the sum had become payable by virtue of a call interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call of the sum had become payable by vi
		47	sum becomes payable.
_		17	from payment of such sum, all the relevant as if such sum had been
9)			(ii) In case of non-payment of the monies interest and expenses, forfeiture or otherwise shall apply of the interest and expenses, forfeiture or otherwise shall apply of the monies duly made and notified. The Board — (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies duly made and unpaid upon any shares held by him; and unpaid upon any shares
			interest and expenses,
			duly made and notified.
-	-		The Board — the fit receive from any member willing to account to the second se
		Α	(a) may, if it thinks fit, receive from any member willing (a) may, if it thinks fit, receive from any member willing (b) 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 (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become uncall the company in general meeting shall presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall presently payable) pay interest at such rate not exceeding.
_	-		(a) may, it it united and unpaid upon any shares held by time, and uncalled and unpaid upon any shares held by time, and uncalled and unpaid upon any shares held by time, and until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, but for such advanced, may (until the same would, but for such advanced, but for such advanced, may (until the same would, but for such advanced, but for such advanced, but for such advanced, and the such advanced (b) upon all or any of the monies so advanced, may (until the same would, but for such advanced, but for such advanced, but for such advanced, and the monies so advanced (b) upon all or any of the monies so advanced, may (until the same would, but for such advanced, but for such adva
			of the monies so advanced, may (unlimble some company in Board and the member
		18	(b) upon all or any of the most exceeding greed upon between the board
			presently payable) pay little est the per cent per annum, as may be agreed up
	7 -	1 1107	(b) upon all or any of the monies so advanced, may (until the same would, but it is general meeting shall (b) upon all or any of the monies so advanced, may (until the same would, but is general meeting shall (b) upon all or any of the monies so advanced, may (until the same would, but is general meeting shall presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall be presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall be presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall be presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall be presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall be presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall be presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall be presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall be presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall be presently payable) payable
	-		paying the sum in advance. Tránsfer of shares
_	-		(i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the
			is entered in
			(i) The instrument of transfer of any share we will the name of the transferee is effected in
Ш		19	(i) The instrument of transfer of any share in the company shall be executed by transferor and transferee. (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. The Board may, subject to the right of appeal conferred by section 58 decline to register — The Board may, subject to the right of appeal conferred by section of whom they do not approve; or
	1 1		the register of members in respect to appeal conferred by section 56 determ they do not approve; or
			The Board may, subject to the right of appearance a fully paid share, to a person of whom they do not be a fully paid share, to a person of whom they do not be a fully paid share, to a person of whom they do not be a fully paid share, to a person of whom they do not be a fully paid share, to a person of whom they do not be a fully paid share, to a person of whom they do not be a fully paid share, to a person of whom they do not be a fully paid share, to a person of whom they do not be a fully paid share, to a person of whom they do not be a fully paid share, to a person of whom they do not be a fully paid share, to a person of whom they do not be a fully paid share, to a person of whom they do not be a fully paid share.
		20	
		20	(a) the transfer of a shares on which the company has a liert. (b) any transfer of shares on which the company has a liert. (b) any transfer of shares on which the company has a liert. The Board may decline to recognise any instrument of transfer unless — The Board may decline to recognise any instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
			(a) the modern to which it relates, and seemed by the certificate of the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to which it relates, and seemed to the shares to the share
		21	the instrument of transfer is accompanied by the show the right of the transferor to make the transfer, and
	1 1		(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such outside (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such outside (c) the instrument of transfer is in respect of only one class of shares. (c) the instrument of transfer is in respect of only one class of shares.
			levible instrument of transfer is in respect of only one accordance with section 91 and rules made thereunder,
			evidence as the Board may reasonably require to shares. (c) the instrument of transfer is in respect of only one class of shares. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time the registration of transfers may be suspended at such times and for such periods as the Board may from time
			On giving the contraction of transfers may be suspended at such diffes and its
			Ine registration of the second
		22	to time determine:
	1 1		the shall not be suspended for more than thirty days at any one time
			the teach registration shall not be suspense
			to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more Provided that such registration shall not be suspended for more than thirty days at any one time or for more
			than forty-five days in the aggregation of the same state of the s
			than forty-five days in the aggregate Transmission of shares
			than forty-five days in the aggregate Transmission of shares Transmission of shares
			than forty-five days in the aggregate Transmission of shares Transmission of shares
			Transmission of shares (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nomineed the member was a sole holder, shall be the only persons recognised by the
			Transmission of shares (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nomineed the member was a sole holder, shall be the only persons recognised by the
			Transmission of shares (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
			Transmission of shares (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominees 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
			Transmission of shares (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
		23	Transmission of shares (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.
		23	Transmission of shares (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. (ii) 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
		23	Transmission of shares (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

	_	_	To Life abord: Of
		24	(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 lift the deceased or insolvent member had transferred the share before his death or insolvency.
			(ii) The Board shall, in either case, have the same right to decline or suspend registration (iii) the deceased or insolvent member had transferred the share before his death or insolvency.
			(2) If the season of historian patitled shall elect to be registered as holder of the share himself, its
		-	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 decision
		25	the state of the s
E KI			(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.
			or insolvency of the member had not occurred and the notice of transfer when the member. 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 share, except that he shall not, before being registered as a member in respect of the company:
			district of the state of the st
		26	the requiring any such person to elect either to be registered
5			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.
			requirements of the measurement
			Forfeiture of shares
-			If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board
		27	notice on him requiring payment of so much of the call or instalment as is unpaid, together many have accrued.
	_	F	The standard shall
		28	(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
		20	(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the
		29	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the life the requirements of any such notice as aforesaid are not complied with, any share in respect of which the life the requirements of any such notice has been made, 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. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board
			(i) A forfeited share may be sold or otherwise disposed of otherwise disposed of other factors.
		30	thinks fit.
-		30	(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
			thinks fit. (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 but shall, notwithstanding the forfeiture to the company in respect of the shares.
			but shall, notwithstanding the forfeiture, remain habit to pay to the shares. forfeiture, were presently payable by him to the company in respect of the shares.
	- 1	31	Tonellure, were presently payable -,
			(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.
	12.22		
			company, and that a share in the company has been duly loneited on a date stated in the declaration, order conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
		32	(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; and
			(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.

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

Page 4 of 11



		33	The provisions of these regulations as to forfeiture shall apply in the case of nonpayment 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.
	-		
			the divided into such shares or
		34	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 5th 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 or increased or decreased into force in that behalf with the powers to divide the share capital, whether original or increased or decreased into several classes and attach thereto respectively such ordinary, preferential or special rights and conditions in several classes and attach thereto respectively such ordinary, preferential or special rights and conditions in several classes and attach thereto respectively such ordinary, preferential or special rights and conditions in several classes and attach thereto respectively such ordinary, preferential or special rights and conditions in the Company and allowed by law. The Company shall have power to issue preference shares which may at the option of the Company is liable to the company shall have power to issue preference shares which may at the option of the Act, exercise such option in be redeemed and the Directors may subject to the provisions of section 80 of the Act, exercise such option in any manner they think fit. 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 the resolution.
_			divided into shares of such amount, as may be specified in the resolution. — Subject to the provisions of section 61, the company may, by ordinary resolution, — Subject to the provisions of section 61, the company may, by ordinary resolution, —
			Subject to the provisions of section 61, the company may, by ordinary resolved. (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;
	- 16		(b) convert all or any of its fully paid-up shares into story any denomination;
)		35	any denomination; (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the
	- 1		(c) sub-divide its existing shares or any of them into shares of shields
			memorandum;
			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.
_			
-			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 same regulations under which, the shares from which the stock arose might before the conversion have been same regulations under which, the shares from which the stock arose might before the conversion have been same regulations are part thereto as circumstances admit:
			(a) the holders of stock may transfer the same of which the stock arose might before the
			transferred, or as near thereto as circumstances admit: 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, nowever, transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of the shares from which the stock arose.
The second		36	(b) the holders of stock shall, according to the amount of stock held by them, nother matters, as if they held and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held and advantages as regards dividends, voting at meetings of the company and in the assets on winding up) shall be conferred by an amount of dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of
. 1			the applications of the company as are applicable to paid-up snares snar apply to the company as are applicable to paid-up snares snar apply to the company as are applicable to paid-up snares snar apply to the company as are applicable to paid-up snares snar apply to the company as are applicable to paid-up snares snar apply to the company as are applicable to paid-up snares snar apply to the company as are applicable to paid-up snares snar apply to the company as are applicable to paid-up snares snar apply to the company as are applicable to paid-up snares snar apply to the company as are applicable to paid-up snares snar apply to the company as are applicable to paid-up snares snar apply to the company as are applicable to paid-up snares snar applicable to paid-up snar a
			(c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock (c) such of the regulations of the company and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively. The company may, by special resolution, reduce in any manner and with, and subject to, any incident in the company may, by special resolution, reduce in any manner and with, and subject to, any incident
_			The company may, by special resolution, reduce in any authorised and consent required by law,
7		37	
	-	5.	(h) any capital redemption reserve account
			(c) any share premium account. Capitalisation of profits
			(i) The company in general meeting may, upon the recommendation of the Board, resolve –
_	_		(i) The company in general meeting may, upon the research to condition to the
			(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.
		38	(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, of edited as fully paid-up, to

	-		that energited in sub-clause (B);
			(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
128			paid bonus snares; (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
			(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
		39	(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 thereto, into an agreement with the
			(b) to authorise any person to enter, on behalf of all the members entitled the department of the members entitled upon providing for the allotment to them respectively, credited as 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;
			(iii) Any agreement made under such authority shall be effective and binding on such members.
1.		9	Buy-back of shares
		40	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.
17.5			General meetings
	×		All general meetings other than annual general meeting shall be called extraordinary general meeting. A General Meeting of the Company may be called by giving not less than clear seven days notice either in writing or through electronic mode in such manner as may be called by the Board.
			Provided that a General Meeting may be called after giving a shorter notice if consent is given in writing or by electronic mode by not less than ninety-five per cent of the members entitled to vote at such meeting.
		41	(ii) Every notice of a meeting shall specify the place, date, day and the hour of the meeting and shall contain a statement of the business to be transacted at such meeting.
			(iii) The notice of every meeting of the Company shall be given to – a) Every member of the Company, legal representative of any deceased member or the assignee of an insolvent member;
			b) The auditor or auditors of the Company; and c) Every Director of the Company.
			(iv) Any accidental omission to give notice to, or the non-receipt of such notice by, any member or other person who is entitled to such notice for any meeting shall not invalidate the proceedings of the meeting. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
		1	
	1	42	(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
	57		(i) No business shall be transacted at any general meeting unless a quorum of members is present at the time
		43	when the meeting proceeds to business.
			(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
		44	The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
	П	45	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.
		40	members to be Chairperson of the meeting.
1000			GURNANI RESORTS AND HOTELS PRIVATED INTER

Page 6 of 11

			and within fifteen minutes to be
			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. Adjournment of meeting
			the startis willing to act as Chairperson of It is a shall choose of the shall choose
			Tif at any meeting no director is willing the meeting, the members provided for holding the meeting, the members provided for holding the meeting.
		46	after the time appointed to richard
Ц,		40	Chairperson of the meeting. Adjournment of meeting
-			(i) The Chairperson may, with the consent of any meeting at which a quorum is present. (i) The Chairperson may, with the consent of any meeting at which a quorum is present. (ii) The Chairperson may, with the consent of any meeting at which a quorum is present. (ii) The Chairperson may, with the consent of any meeting at which a quorum is present. (iii) The Chairperson may, with the consent of any meeting at which a quorum is present. (iii) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present. (iv) The Chairperson may, with the consent of any meeting at which a quorum is present of a prese
	-		(i) The Chairperson may, with the consent of any meeting at which from place to precede directed by the meeting, adjourn the meeting from time to time and from place to precede directed by the meeting, adjourn the meeting from time to time and from place to precede directed by the meeting, adjourn the meeting from time to time and from place to precede the consent of the consent of the 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.
	-		(i) The Chairperson may, with the meeting from time to time as the business left unfinished at the
			directed by the meeting, aujourn the maeting other than the business
ш	ш		(ii) No business shall be transacted at any adjourned meeting of the adjourned meeting shall be given as in meeting from which the adjournment took place. (iii) 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.
			(ii) No business shall be uninterest took place.
			meeting from which the adjourned meeting from th
		47	(iii) When a meeting is adjourned for thirty days or more, notice of the case of an original meeting. (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of the discount of the business to be transacted at an adjourned meeting.
			(iii) When a meeting a decision meeting.
- 1			the case of an original management and the Act, it shall not be a strong 103 of the Act, it shall not be a strong 103 o
. 1			are accordingly and as provided in section at an adjourned meeting.
			(iv) Save as allowers to of the business to be transacted ex-
			(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall be a saforesaid, and as provided in section 103 of the Act, it shall be a saforesaid, and as provided in section 103 of the Act, it shall be a saforesaid, and as provided in section 103 of the Act, it shall be a saforesaid, and as provided in section 103 of the Act, it shall be a saforesaid, and as provided in section 103 of the Act, it shall be a saforesaid, and as provided in section 103 of the Act, it shall be a saforesaid, and as provided in section 103 of the Act, it shall be action 103 of
			attached to any class or classes of
			sights or restrictions for the time being allacine
			Subject to any rights of restaurance to account have one vote; and paid-up equity share capital
			have of hands, every member present in person on to his share in the person
		48	Subject to any rights or restrictions for the time being attended. (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 capita (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capita of the company. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with section 108 and shall exercise his vote at a meeting by electronic means in accordance with a mean exercise his vote at a meeting by electronic means in accordance with a mean exercise hi
1			(b) on a poin, the voting was
- 1			A member may exercise his vote at a meeting by electronic member may exercise his vote at a meeting by electronic member may exercise his vote at a meeting by electronic members avote, whether in person or by proxy, shall vote only once. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall vote only once.
		49	A member once
		49	Vote strip who leaders the vote of the senior who leaders
_			(i) In the case of joint holders, the vote of the senior who to the senior who to the case of joint holders. 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 the purpose, seniority shall be determined by the order in which the names stand in the register of the purpose.
			be accepted to
_		50	applicate shall be determined by the order
	1		(ii) For this purpose, serious, and any
	1		(ii) For this purpose, seniority shall be determined by the order in which was been made by any court having jurisdiction in members. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in a member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in large members. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in a member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in the members.
			A member of unsound the member on a show of hands or on a poli, by the
		51	A member of unsouther on a show of hands or on a poli, by the lunacy, may vote, whether on a show of hands or on a poli, by the lunacy, may vote, whether on a show of hands or on a poli, by the such committee or guardian may, on a poli, vote by proxy. Any business other than that upon which a poli has been demanded may be proceeded with, pending the such business of the state of
			ISUCH Committee a supplied a poll has been de la committee de
		52	Any business of the poll
		52	taking of the political to vote at any general meeting unless all calls of other
			Any business other than that upon which a personal factor of the poll. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by 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 him in respect of shares in the company have been paid (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at
		53	him in respect of shares in the qualification of any voter except at the meeting or adjourned meeting the valid
_			(i) No objection shall be raised to the qualification of the desired and every vote not disallowed at such meeting shall be very
			him in respect of shares in the company (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting shall be valid which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid which the vote objected to is given or tendered, and every vote not disallowed at such meeting, whose decision
		54	which the vote objected to is given or tendered, and every very which the vote objected to is given or tendered, and every very which the vote objected to is given or tendered, and every very which the vote objected to is given or tendered, and every very which the vote objected to is given or tendered, and every very which the vote objected to is given or tendered, and every very which the vote objected to is given or tendered, and every very very very very very very ver
- 3		54	(ii) Any such objection made in due line state
e ",			Ichall he final and conductive
	-		Proxv
			and the power-of-attorney or other authority, if any, under which it is signed
			The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed.
			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 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 ir less than 48 hours before the time appointed for
	ш	55	
		55	L. Control of Office State of the state of t
	- 3		the instrument proposes to vote, or, in the case of a poli, not less than 24 nours before the time appearance the instrument proposes to vote, or, in the case of a poli, not less than 24 nours before the time appearance the instrument of proxy shall not be treated as valid. The true appearance the time a
			An instrument appointing a proxy shall be in the form as pressured in t
		56	
ш	_	2,000	A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the
			leasticus death of insality of the principal
			previous death or insanity of the principal of the revocation of the proxy of of the additionly direct which the proxy is given: proxy was executed, or the transfer of the shares in respect of which the proxy is given: proxy was executed, in writing of such death, insanity, revocation or transfer shall have been received by
		57	provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received be provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received be provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received be provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received be provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received be provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received be provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received be provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received be provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the provided that no intimation in writing of such death is a such as a s
		-	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
1			the company as as
V.			used. Board of Directors
	1/	-	
. 2		911 5	The number of the directors and the names of the first directors shall be determined in writing by the
-		191	
			ISINSCRIDERS OF THE MICHAEL AND A STATE OF THE COMMENT
	\boxtimes	58	subscribers of the meritoral dam of a majority of the Company. The following shall be the first Directors of the Company.

Scanned with OKEN Scanner

2. Akshay Kumar Gurnani (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them — (a) in altending 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. The Board may pay all expenses incurred in getting up and registering the company. The Board may pay all expenses incurred in getting up and registering the company. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register, and the Board may (subject to the provisions of that section) make and vary such regulations as it may thinks fit respecting the keeping of any such register. All cheques, promissory notes, frafts, hunds, bills of exchange and other negotiable instruments, and all recipits for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. (ii) Such person shall hold office only up to the date of 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. (ii) A director may, and the manager or secretary on the requisition of a dire	_			
(i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be desired from day-to-day. (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all (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.	1			1. Mohan Das Gurnani
1				(i) The remuneration of the directors shall be a face to accrue
69 (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly 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.				from day-to-day
(a) statishing and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company. 0 1 1 1 1 1 1 1 1 1			4	be raid all
(a) statishing and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company. 0 1 1 1 1 1 1 1 1 1	- S =	15	50	(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid an
(i) in connection with the business of the company.			39	travelling, hotel and other expenses properly incurred by them -
(i) in connection with the business of the company.	100			(a) in attending and returning from meetings of the Board of Directors or any committee and
The Board may pay all expenses incurred in getting up and registering the company. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register, and the Board may (subject to the provisions of that section) make and vary such regulations as it may thinks fit respecting the keeping of any such register, and the Board may (subject to the provisions of that section) make and vary such regulations as it recipits for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine Company that the subject to the provisions of section 149, the Board or of a committee thereof shall sign his name in a book to be kept for that purpose. Company that person as an additional director, provided the number of the directors and additional directors appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. Company to the shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act. Proceedings of the Board Company to the Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. Company to the Board of Directors may are the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. Company to the Board of Directors may act notwithstanding any vacancy in the Board, but, if and so long as their number of the Board, if any, shall have a second or casting vote. Company to the provision of the Board, if any, shall have a second or casting vote. Company to the provision of the Board, if any, shall have a second or casting vote. Company to the			1.0	meetings of the company, or
The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may thinks fit respecting the keeping of any such register. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine determine determine determine determine of the source of the state of the search shall sign his name in a book to be kept for that purpose. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors appoint a person as an additional director, provided the number of the directors and additional directors and provided to the provisions of the shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act. Proceedings of the Board (ii) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. (iii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board. (ii) In case of an equality of votes, the Chairperson of the Board, they, shall have a second or casting vote. (iii) In case of an equality of votes, the Chairperson of the Board, the continuing directo		-		The Board may pay all expanses incurred in cetting up and registering the company.
The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register, and the Board may duplect to the provisions of that section) make and vary such regulations as it may thinks fit respecting the keeping of any such register. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to experiment to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. (ii) Such person shall hold office only up to the date of 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. Proceedings of the Board (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. (iii) In case of an equality of votes. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. 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 pu			60	The board may pay all expenses incurred in getting up and registering the
				for the keeping of a foreign
	П		61	The company may exercise the powers conferred on it by section of with regulations as it
			01	
62 sat the case may be, by such person and in such manner as the Board shall from time to time by determine continuing director present at any meeting of the Board or of a committee thereof shall sign his name in a book to Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to Every director present at any time exceed the maximum strength fixed for the Board additional directors together shall not at any time exceed the maximum strength fixed for the Board additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. (i) Such person shall hold office only up to the date of 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. Proceedings of the Board				All chaques promissory notes drafts hundis hills of exchange and other negotiable instruments, and
determine				receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise by resolution
Cetermine Cete			62	as the case may be, by such person and in such manner as the Board shall from unite to time by
Company Comp		1		determine thereof shall sign his name in a book to
Company Comp			60	Every director present at any meeting of the Board or of a committee thereof shall organize
appoint a standard to the maximum strength fixed for the Board by the antices. (ii) Such person shall hold office only up to the date of 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. **Proceedings of the Board** (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. (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. (iii) In case of an equality of votes, the Chairperson of the Board, the continuing directors or director 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. (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 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. (i) A committee may elect a Chairperson of its meetings.			63	be kept for that purpose.
appoint a standard to the maximum strength fixed for the Board by the antices. (ii) Such person shall hold office only up to the date of 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. **Proceedings of the Board** (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. (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. (iii) In case of an equality of votes, the Chairperson of the Board, the continuing directors or director 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. (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 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. (i) A committee may elect a Chairperson of its meetings.	20			(i) Subject to the provisions of section 149, the Board shall have power at any time, and additional directors
logetier similar to any who executes the time appointment by the company but (ii) Such person shall hold office only up to the date of 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. Proceedings of the Board Proceedings of the Board	T			appoint a person as an additional director, provided the number of the Board by the articles.
(ii) Such person shall hold office only up to the date of the next annual general meeting of the Company of the shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act. **Proceedings of the Board** (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. (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. (iii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number of may act for the quorum fixed by the Act for a meeting of the Board, the continuing directors or director is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director is reduced below the quorum fixed by the Act for an entering of the Board, the continuing directors or director is reduced below the quorum fixed by the Act for an entering of the Board, the continuing directors or director is reduced below the quorum fixed by the Act for an entering sand determine the period for which he is to hold office. (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. (ii) 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 min				
Act. Proceedings of the Board			64	. Line of the company but
Proceedings of the Board (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. (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. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. (ii) In Board may elect a Chairperson of its meeting, 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 members 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. (ii) 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 me				(ii) Such person shall hold office only up to the date of the date of the provisions of the shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the
				shall be eligible for appointment by the company
(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. (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. (iii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. 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 is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director is reduced below the quorum fixed by the Act for a meeting sand determine the period for which he is to hold office. (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 so the member or members of its body as it thinks fit. (ii) Any committee may elect a Chairperson of its meetings. (iii) 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. (iv) A committee may elect a Chairperson of its thinks fit. (iv) A committee may meeting of a committee shall be determined by a majority of vales of t	-	1		
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. (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. (ii) In case of an equality of votes, the Chairperson of the Board, but, if and so long as their number The continuing directors may act notwithstanding any vacancy in the Board, the continuing directors or director 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. (ii) 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. (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. (ii) A committee may elect a Chairperson of its meetings. (ii) A committee may elect a Chairperson of its meeting. (iv) A committee may elect a Chairperson of its meeting. (iv) A committee may meet and adjourn as it thinks fit.			1	"I 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. (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. (ii) In case of an equality of votes, the Chairperson of the Board, but, if and so long as their number The continuing directors may act notwithstanding any vacancy in the Board, the continuing directors or director 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. (ii) 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. (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. (ii) A committee may elect a Chairperson of its meetings. (ii) A committee may elect a Chairperson of its meeting. (iv) A committee may elect a Chairperson of its meeting. (iv) A committee may meet and adjourn as it thinks fit.	-	-		(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulations
65				lac it thinks tit
Committee may be lected, or if at any meeting of the Board within five minutes after the time appointed for holding the meeting. Committee may be imposed on it by the Board. Committee may be imposed on it by the Board. Committee may be decided by a majority of votes.	1		65	and the manager or secretary on the requisition of a director shall, at any time, summon a
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. (iii) In case of an equality of votes, the Chairperson of the Board, but, if and so long as their number The continuing directors may act notwithstanding any vacancy in the Board, the continuing directors or director 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. (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. (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. (ii) A committee may elect a Chairperson of its meetings. (iii) 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. (ii) A committee may meet and adjourn as it thinks fit.				(ii) A director may, and the manager of secretary on the secretary of the
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. (iii) In case of an equality of votes, the Chairperson of the Board, but, if and so long as their number The continuing directors may act notwithstanding any vacancy in the Board, the continuing directors or director 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. (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. (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. (ii) A committee may elect a Chairperson of its meetings. (iii) 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. (ii) A committee may meet and adjourn as it thinks fit.		_		meeting of the Board. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be
(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. 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. (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. (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. (ii) A committee may elect a Chairperson of its meetings. (iii) 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. (iv) A committee may meet and adjourn as it thinks fit.				decided by a majority of votes.
The continuing directors may act notwitistationing any first educed below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director is reduced below the quorum fixed by the Act for a meeting of the quorum, or of summoning a 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. (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. (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. (ii) A committee may elect a Chairperson of its meetings. (iii) 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. (i) A committee may meet and adjourn as it thinks fit.			66	the Board if any shall have a second or casting vote.
The continuing directors may act notwitistationing any first educed below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director is reduced below the quorum fixed by the Act for a meeting of the quorum, or of summoning a 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. (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. (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. (ii) A committee may elect a Chairperson of its meetings. (iii) 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. (i) A committee may meet and adjourn as it thinks fit.				(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second as their number
may act for the purpose of increasing the numbers. general meeting of the company, but for no other purpose. (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. (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. (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. (i) A committee may meet and adjourn as it thinks fit.		+_		The continuing directors may act notwitistanding any vacant the continuing directors or director
general meeting of the company, but to no no meetings and determine the period for which he is to hold office. (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. (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. (ii) A committee may elect a Chairperson of its meetings. (iii) 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. (i) A committee may meet and adjourn as it thinks fit.			67	
(i) The Board may elect a Chairperson is that 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. (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. (i) A committee may elect a Chairperson of its meetings. (ii) A committee may elect a Chairperson of its meetings. (iii) 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. (ii) A committee may meet and adjourn as it thinks fit.			07	may act for the purpose of increasing the company, but for no other purpose.
68 (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. (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. (ii) 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. (i) A committee may meet and adjourn as it thinks fit.			1	general meeting of the south period for which he is to hold office.
after the time appointed for holding the meeting, Chairperson of the meeting. (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. (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. (ii) A committee may meet and adjourn as it thinks fit.	In			(I) The Board may see a second within five minutes
after the time appointed for holding the meeting, Chairperson of the meeting. (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. (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. (ii) A committee may meet and adjourn as it thinks fit.		ן □ .	68	(ii) If no such Chairperson is elected, or if at any meeting the directors present may choose one of their number to be
Chairperson of the meeting. (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. (ii) A committee may elect a Chairperson of its meetings. (iii) 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. (i) A committee may meet and adjourn as it thinks fit.			00	after the time appointed for holding the meeting, and another the
(i) The Board may, subject to the provisions is 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. (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. (ii) A committee may meet and adjourn as it thinks fit.	1			Chairperson of the meeting. Chairperson of the meeting.
(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. (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. (ii) A committee may meet and adjourn as it thinks fit.				
may be imposed on it by the Board. (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. (i) A committee may meet and adjourn as it thinks fit.		$ \sqcup $		such member or members of its 500, 200
may be imposed on it by the Board. (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. (i) A committee may meet and adjourn as it thinks fit.			69	(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that
(ii) A committee may elect a Chairperson of the meeting the Chairperson is not present within five minutes (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. (i) A committee may meet and adjourn as it thinks fit.				
70 (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. (i) A committee may meet and adjourn as it thinks fit.		-		(i) A committee may elect a Chairperson of its meetings.
after the time appointed for holding the meeting, the meeting of a committee shall be determined by a majority of votes of the meeting. (i) A committee may meet and adjourn as it thinks fit.	П			is elected, or if at any meeting the Chairperson is not present within five minutes
Chairperson of the meeting. (i) A committee may meet and adjourn as it thinks fit. (ii) A committee may meeting of a committee shall be determined by a majority of votes of the meeting of a committee shall be determined by a majority of votes of the meeting of a committee shall be determined by a majority of votes of the meeting.			70	(ii) If no such Chairperson is elected, or in at any incoming the or ball of the members present may choose one of their members to be
(i) A committee may meet and aujourn as it times in:		- 2		
The same properties of a committee shall be determined by a majority of votes of the same to				Chairperson of the mounts.
(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.				m a commuce me,
present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.				
			74	the same meeting of a committee shall be determined by a majority of votos of the

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

Page 8 of 11



	_		
		,72	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.
		73	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 convened and held.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
		74	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 thinks 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
		75	officer 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.
			The Seal
		10=	(i) The Board shall provide for the safe custody of the seal.
		76	(ii) The seal of the company 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 two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			· Dividends and Reserve
		77	The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
		78	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim
		79	(i) The Board may, before recommending any dividend, set aside out of the profits of the company such same 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 to which the profits of the company may be properly applied, including provision for meeting contingencies or to which the profits of the company 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 not to divide, without setting them aside as a reserve
			shall be declared and paid according to the amounts paid upon any of the shares in the company, dividends 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.
		80	(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.
П			dividend accordingly. 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.

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

Page 9 of 11



			(i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or
	⊠	82	warrant series and design the post directed to the registered who is first named on the register of members,
		82	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. 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.
		83	monies payable in respect of such share.
		84	monies payable in respect of such share. 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.
		0,	the manner memorial areas
		85	No dividend shall bear interest against the company.
		-	Accounts and places and
	3		the whother and to what extent and at what times and place open to
			(i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
			the inspection of members not being directors.
		86	
			the inspection of members not being directors. (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting. Winding UP
			Winding up
1	119		Subject to the provisions of Chapter XX of the Act and rules made thereunder
			Subject to the provisions of Chapter XX of the Act and toles
			(i) If the company shall be wound up, the liquidator may, with the sanction of the same kind or not.
		87	whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company, whether they whole or any part of the assets of the company.
		0.	
	1		The liquidator may, with the like sanction, vest the whole of any parts of that no member shall be compened
			(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon section. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon section. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon section. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon section. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon section. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon section. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon section. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon section. Index or a section of the contributories if he considers necessary, but so that no member shall be compelled trustees or other securities whereon there is any liability.
			to accept any shared or early
_			mueranty
			Every officer of the company shall be indemnified out of the assets of the company against any liability Every officer of the company shall be indemnified out of the assets of the company against any liability Every officer of the company shall be indemnified out of the assets of the company against any liability Every officer of the company shall be indemnified out of the assets of the company against any liability Every officer of the company shall be indemnified out of the assets of the company against any liability Every officer of the company shall be indemnified out of the assets of the company against any liability Every officer of the company shall be indemnified out of the assets of the company against any liability Every officer of the company shall be indemnified out of the assets of the company against any liability
		88	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 incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour incurred by him is acquitted or in which relief is granted to him by the court or the Tribunal.
		88	Every officer of the company sharps and proceedings, whether civil or criminal, in which judgment incurred by him in defending any proceedings, whether civil or criminal, in which judgment incurred by him in defending any proceedings, whether civil or criminal, in which judgment incurred by him in defending any proceedings, whether civil or criminal, in which judgment incurred by him in defending any proceedings, whether civil or criminal, in which judgment incurred by him in defending any proceedings, whether civil or criminal, in which judgment incurred by him in defending any proceedings, whether civil or criminal, in which judgment incurred by him in defending any proceedings, whether civil or criminal, in which judgment incurred by him in defending any proceedings, whether civil or criminal, in which judgment incurred by him in defending any proceedings, whether civil or criminal, in which judgment in the court or the Tribunal.
_			
1	1 1		

GURNANI RESORTS AND HOTELS PAIVAGE LIMITED

			Subscriber Details				
S. 10	Name, Address, Description	on and Occupation	DIN/PAN/Passport	Plac	ce	DSC	Dated
1	Representative on behalf CIN:U31909MH2007PTC1689 Address: 506, 5th floor, pl building, new link road, And Maharashtra-	ornani- Authorised of the Comapny. 1956 ot no. B-9 landmark		Jaipur		NARAM W TARAM DAS DAS DESERVED DAS GURNANI 2018 2201 - 00 707	01/02/2019
2	Occupation:Business Mrs. Renu W/o Mohan Address:C- 53, Saket Col Jaipur,Rajasthan-302004	Das Gurnani	07098991	Jaipur		RENU) ACTU COMMUNICATION COMU	01/02/2019
3	Occupation:Business Mr. Mohan S/o. Mr. Rewa Address: C- 53, Saket Co Jaipur,Rajasthan-302004	Chand Gurnani		Jaipur		MOHAN DAS States for the COURNAM / State States	01/02/2019
4	Occupation:Business Mr. Akshay K S/o. Mr. Vishnu Address: 250, Frontier Co Jawahar Nagar, Jaipur, Occupation:Business	Kumar Gurnani olony, Adarsh Nagar,		Jaipur		RIMAR DURNAM	01/02/2019
- 10			igned Before Me				
	Name	Address, Description	and Occupation	DIN/PAN/ Passport Number/ Membership Number	Place	DSC	Dated
FC	Mr. PRIAVRAI	C 347 1 FLOOR S JAIPUR,302021 Desc OCCUPATION- PROFES	cription-Individual	76605	JAIPUR	PRIAVRA Detail, served T SHARMA IN THE SHARMA	01/02/2019

Checkform

Modify

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

Page 11 of 11

FIRECTOR

C-347, First Floor Vaishali Nagar, Jaipur E-mail:caprlavratsharma@gmail.com Mob. No: +91-9928241371



Independent Auditor's Report

TO THE MEMBERS OF GURNANI RESORTS AND HOTELS PRIVATE LIMITED

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of GURNANI RESORTS AND HOTELS PRIVATE LIMITED (the Company), which comprise the Balance Sheet as at March 31, 2023 and the Statement of Profit and Loss for the year then ended, and a summary of significant accounting policies and other explanatory information.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

The Company's Management is responsible for the preparation of these financial statements that give a true and fair view of the financial position, financial performance of the Company in accordance with the Accounting Standards notified under Section 133 of the Companies Act 2013, read with Rule 7 of the Companies (Accounts) Rules, 2014 and in accordance with the accounting principles generally accepted in India. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

AUDITORS' RESPONSIBILITY

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit upinion.

OPINION

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India:

- (a) In the case of the Balance Sheet, of the state of affairs of the Company as at March 31, 2023;
- (b) (b) In the case of the Statement of Profit and Loss, of the loss of the Company for the year ended on that date.

GURNANT RESORTS AND HOTELS PRIVATE LIMITE

DIRECTOR

C-347, First Floor Valshali Nagar, Jaipur E-mail:capriavratsharma@gmail.com Mob. No: +91-9928241371



REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

1. As required by the Companies (Auditor's Report) Order, 2016 (the Order), as amended, issued by the Central Government of India in terms of sub section (11) of Section 143 of the Act, we give in the Annexure "A", a statement on the matters specified in paragraphs 3 and 4 of the Order.

2. As required by Section 143(3) of the Act, we report that:

a. We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit;

b. In our opinion, proper books of account as required by law have been kept by the Company so far as appears from our examination of those books.

c. The Balance Sheet, the Statement of Profit and Loss dealt with by this Report are in agreement with the books of account.

d. In our opinion, the Balance Sheet, the Statement of Profit and Loss comply with Accounting Standards notified under the Act Section 133 of the Companies Act, 2013, read with Rule 7 of the Companies (Accounts) Rules 2014.

e. On the basis of the written representations received from the directors as on March 31, 2023, taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2023, from being appointed as a director in terms of Section 164(2) of the Act.

F. With respect to the other matters to be included in the Auditors' Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

For Priavrat Sharma & Co.

Priavraf Shalma

-Pariner

Membership No.-076605

Registration Number: 008071C

Date: 05/09/2023 Place: Jaipur

GURNANI RESORTS AND HOTELS PRIVATE

DRECTOR

C-347, First Floor Valshali Nagar, Jaipur E-mail:capriavratsharma@gmail.com . Mob. No: +91-9928241371



Annexure "A" to the Auditors' Report

The Annexure referred to in our report to the members of GURNANI RESORTS AND HOTELS PRIVATE LIMITED for the year Ended on 31.03.2023. We report that:

S. No.	Parliculars	Auditors Remark	
(i)	(a) whether the company is maintaining proper records showing full particulars, including quantitative details and situation of fixed assets;	Yes	
	b) whether these fixed assets have been physically verified by the management at reasonable intervals; whether any material discrepancies were noticed on such verification and if so, whether the same have been properly dealt with in the books of account;	Yes	
	(c) Whether the title deeds of immovable properties are held in the name of the company. If not, provide the details thereof;	Yes	
(ii)	whether physical verification of inventory has been conducted at reasonable intervals by the management and whether any material discrepancies were noticed and if so, whether they have been properly dealt with in the books of account:	NA	
(iii)	Whether the company has granted any loans, secured or unsecured to companies, firms, Limited Liability Partnerships or other parties covered in the register maintained under section 189 of the Companies Act, 2013. If so,	No	
	(a) whether the terms and conditions of the grant of such loans are not prejudicial to the company's interest;	N.A.	
	(b) whether the schedule of repayment of principal and payment of interest has been stipulated and whether the repayments or receipts are regular;	N.A.	
	(c) if the amount is overdue, state the total amount overdue for more than ninety days, and whether reasonable steps have been taken by the company for recovery of the principal and interest:	N.A.	
(iv)	in respect of loans, investments, guarantees, and security whether provisions of section 185 and 186 of the Companies Act, 2013 have been complied with. If not, provide the details thereof.	Yes	
(v)	in case, the company has accepted deposits, whellier like directives issued by the Reserve Bank of India and the provisions of sections 73 to 76 or any other relevant provisions of the Companies Act, 2013 and the rules framed likere under, where applicable, have been complied with? If not, the nature of such contraventions be stated; If an order has been passed by Company Law Board or National Company Law Tribunal or Reserve Bank of India or any court or any other tribunal, whether the same has been complied with or not?	N.A.	
vi)	Whether maintenance of cost records has been specified by the Central Government under sub-section (1) of section 148 of the Companies Act, 2013 and whether such accounts and records have been so made and maintained.	N.A.	
vii)	(a) whether the company is regular in depositing undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, service tax, duty of customs, duty of excise, value added tax, cess and any other statutory dues to the appropriate authorities and if not, the extent of the arrears of outstanding statutory dues as on the last day of the financial year concerned for a period of more than six months from the date they became payable, shall be indicated;	Yes	
	(b) where dues of income tax or sales tax or service tax or duty of customs or duty of excise or value added tax have not been deposited on account of any dispute, then the amounts involved and the forum where dispute is pending shall be mentioned. (A mere representation to the concerned Department shall not be treated as a dispute).	Yes	

GURNANI RESORTS AND HOTELS PRIVATA



C-347, First Floor Vaishali Nagar, Jaipur E-mail:capriavratsharma@gmall.com Mob. No: +91-9928241371



(viii	Whether the company has defaulted in repayment of loans or borrowing to a financial institution, bank, Government or dues to debenture holders? If yes, the period and the amount of default to be reported (in case of defaults to banks, financial institutions, and Government, lender wise details to be provided).	N.A.
(ix)	Whether moneys rose by way of initial public offer or further public offer (including debt instruments) and term loans were applied for the purposes for which those are raised. If not, the details together with delays or default and subsequent rectification, if any, as may be applicable, be reported;	N.A.
(x)	whether any fraud by the company or any fraud on the Company by its officers or employees has been noticed or reported during the year; If yes, the nature and the amount involved is to be indicated;	No
(xi)	Whether managerial remuneration has been paid or provided in accordance with the requisite approvals mandated by the provisions of section 197 read with Schedule V to the Companies Act? If not, state the amount involved and steps taken by the company for securing refund of the same;	N.A.
(xii)	whether the Nidhi Company has complied with the Net Owned Funds to Deposits in the ratio of 1: 20 to meet out the liability and whether the Nidhi Company is maintaining ten per cent unencumbered term deposits as specified in the Nidhi Rules, 2014 to meet out the liability;	N.A.
(xiīi)	whether all transactions with the related parties are in compliance with sections 177 and 188 of Companies Act, 2013 where applicable and the details have been disclosed in the Financial Statements etc., as required by the applicable accounting standards;	Yes
xiv)	Whether the company has made any preferential allotment or private placement of shares or fully or partly convertible debentures during the year under review and if so, as to whether the requirement of section 42 of the Companies Act. 2013 have been complied with and the amount raised have been used for the purposes for which the funds were raised. If not, provide the details in respect of the amount involved and nature of non-compliance;	
(v)	whether the company has entered into any non-cash transactions with directors or persons connected with him and it so, whether the provisions of section 192 of Companies Act, 2013 have been complied with	
vi)	Whether the company is required to be registered under section 45-IA of the Reserve Bank of India Act, 1934 and if so, whether the registration has been obtained.	No

For Priagrat Sharma & Co.

Priagrat S

Partner

Membership No.-076605

Registration Number: 008071C

Date: 05.09.2023

Place: Jaipur

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018 CIN-U55209RJ2019PTC063884

Ba	ance Sheet as at 31st March, 202	23 (Am	(Amt In Lacs)		
Particulars	Note No	As At 31/03/2023 Amount (Rs)	As At 31/03/2022 Amount (Rs)		
ASSETS					
Non-Current Assets					
Property, Plant and Equipment	1 .	1,753.52	1,753.5		
Capital work in progress	6	601.82	413.1		
Financial Asset					
Loans	1				
Other financial assets			6.20		
Other non - current assets	7	•	2,172.85		
Total Non-Current Assets		2,355.34	2,172.03		
Current Assets					
Inventories					
Financial Asset	1 1				
Trade receivables			0.44		
Cash and cash equivalents	8	0.49	0.44		
Other bank balances	1		4.72		
Other Current Asset	9	5.25	4,72		
Total Current Assets		5.74	5.15		
TOTAL ASSETS	-	2,361.08	2,178.00		
QUITY AND LIABLITIES		:	:		
equity					
quity Share capital	1	10.00	10.00		
Other equity	2	(6.96)	(4.11)		
Total Equity	1 - +	3.04	5.89		
labilities	1 1				
on-current Liabilities	1 1		3		
inancial liabilities	1 1	1			
Borrowings	3	2,331.92	2,149.39		
otal Non-current Liabilities		2,331.92	2,149.39		
urrent Liabilities	1 1	1			
nancial liabilities	1 1		1		
Borrówings	1 1	(100,000)			
Trade payables	4	0.53	0.17		
Borrowings					
Other current limbilities	6	25.59	22.55		
tal Current Liabilities	-	26.12	22.72		
TAL FOLITY AND LIABILITIES		2 254 00			
OTAL EQUITY AND LIABILITIES		2,361.08	2,178.00		

Significant Accounting Policies and Notes to the Accounts The Schedules referred to above form as an

As per our Audit report of even date.

For M/S Priavrat Sharma & Co

Chartered Accountants

PRIAVRAT SHARMA

M. No.: 076605 FRN NO.: 008071C Place : Jaipur Dated: 05.09.2023

behalf of the Board of Directors

KUMAR GURNANI DIRECTOR VDIN-06888193

DINESH GURNANI DIRECTOR DIN-00218635

GURNANI RESORTS AND HOTELS PRIVATELLIMITED

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018

CIN-U55209RJ2019PTC063884

Statement of Profit and Loss for	the year ende	d 31st March, 2023	(Amt in Lacs)	
Particulars	Note No	As At 31/03/2023 Amount (Rs)	As At 31/03/2022 Amour (Rs)	
Revenue from operations				
Other Income				
Total Income		-		
Expenses:		•		
Cost of materials consumed				
Purchase of Stock-in-Trade				
Changes in inventories of finished goods, work-in-progress and Stock-in-				
Hade				
Employee benefit expense				
Financial costs	10	0.10	0.0	
Depreciation and amortization expense	10	0.10	200.0	
Other expenses	11	2.74	1.44	
The state of the s	11	2.84	1.44	
Total Expenses	- 1	2.04		
Profit before exceptional and extraordinary items and tax	III-IV	(2.84)	(1.44	
Exceptional Items				
Profit before extraordinary items and tax			(1.44	
	- 1	(2.84)	(,	
extraordinary Items		•	*	
rofit before tax		(2.84)	(1.44)	
ax expense:				
ess:		- 1		
1) Current tax		- 1		
2) Deferred tax		•	•	
rofit(Loss) from the perid from continuing operations	1	(2.84)	(1.44)	
ofit/(Loss) from discontinuing operations		-	-	
x expense of discounting operations				
off/(Loss) from Discontinuing operations				
fit/(Loss) for the period	_	(2.84)	(1.44)	
. Earning per equity share:				
(1) Basic		(0.00)	(0.00)	
(2) Diluted		(0.00)	(0.00)	

As per our Audit report of even date.

For M/S Priavrat Sharma & Co

CA PRIAVRAT SHARMA

Partner M.No.: 076605 FRN No.: 008071C

Place: Jalpur Dated: 05.09.2023 half of the Board of Directors

AKSHAY KUMAR GURNANI DIRECTOR DIN-06888193

DINESH GURNAM DIRECTOR DIN-00218635

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018 CIN-U55209RJ2019PTC063884

Notes Annexed to and forming part of the

Balance Sheet For the Year ended on 31.03.2023	(4	(mt in Lacs)
	3/31/2023	3/31/2022
Particulars	Amount (In Rs.)	Amount (In Rs.)
NOTE-1	-	
1.1 SHARE CAPITAL	1	
Authorised	100.00	100.0
	100.00	100.00
Issued Subscribed & Paid up		
100000 Equity Shares of Rs.10/- each fully paid up	10.00	10.00
Total	10.00	10.00

1.1 The Reconciliation of the number of shares outstanding is set out below:

Particulars	As At 31st March, 2023		As At 31st March, 2022	
	No. of Shares	Amount	No. of Shares	Amount
Equity Shares at the beginning of the year	100000	10.00	100000	10.00
Shares Issued during the year	0	0.00	0	0.00
Shares Forfieled during the year	0	0.00	o	0.00
Shares bought back during the year	l ol	0.00	o	0.00
Equity Shares at the end of the year	100000	10.00	100000	10.00

1.2 Terms/ Rights attached to Equity Shares

The Company has only one Class of Equity Shares having par value of Rs. 10/- per share. Each holder of equity shares is entitled to one vote per share.

1.3 The details of shareholders holding more than 5% shares :

Name of Shareholders	As At 31st March, 2023		As At 31st March	h, 2022
	No. of Shares	% of holding	No. of Shares	% of holding
Veto Electropower India Pvt Limited Mohan Das Gurnani Akshay Kumar Gurnani	61000 25000 9000	61% 25% 9%	61000 26000 9000	619 ?59 99

Particulars	31.03.2023	31.03.2022
	Amount (In Rs.)	Amount (In Rs.)
NOTE -2		(111113.)
Reserve & surplus		
Opening Balance Add: Profit/(Loss) during the year	(4.11) (2.84)	(2.6
Total	(6.96)	(4.1



Particulars	31.03.2023 Amount (In Rs.)	31,03.2022 Amount (In Rs.)
NOTE -3		-7
LONG TERM BORROWINGS		
Mohan Das Gurnani (Loan)		
Mohan Das Gumani (ECB Loan)	2,291.01	2,137.3
Veto Electropower India Pvt Limited	40.91	12.0
Total	2,331.92	2,149.3

Particulars	31.03.2023 Amount	31.03.2022 Amount
	(In Rs.)	(In Rs.)
NOTE 4		
TRADE PAYABLE		
Kailash Sharma	0.06	0.0
Ramkaran Gurjar (Salary)		
Ms. S.N. Advisors		
Ashok Kumar Gurjar		
Priavrat Sharma & Co (CA)	0.22	0.1
Silver security	0.25	
Total	0.53	0.17

Particulars	31.03.2023	31.03.2022
	Amount (In Rs.)	Amount (In Rs.)
NOTE-5	(
OTHER CURRENT LIABILITIES	1 1	
RCM CGST Payble	0.04	0.0
RCM SGST Payble	0.04	0.0
RCM IGST Payble	3.23	3.2
TDS Payable (ECB & Other)	22.16	19.13
Provisions for Audit Fees	0.11	0.11
Total	25.59	22.55

Particulars	31.03.2023	31.03.2022
Particulars	Amount	Amount
NOTE-6	(In Rs.)	(In Rs)
The state of the s		
Langibale Assets		
Land at Jagalpura	1,753.52	1,753.52
CapitalWork in Progress		
Opening Balance	413.13	259.94
Add Addition during the year	188.69	153.19
The state of the s	601.82	413.13

Capital work in Progress	s Ageing				
CWIP	Less than 1 Yea	1-2 Years	2-3 Years	more than 3 years	Total
	188.69	153.19	140.07	119.87	601.82

Particulars	31.03.2023 Amount (In Rs.)	31.03.2022 Amount
NOTE-7	(iii No.)	(In Rs.)
Other non - current assets		
Loans & Advances (Asset)		
Pink city build home Pvt ltd		6.20
Advance for Property	-	0.20
Total		6.20

Particulars	31.03.2023	31.03.2022
	(In Rs.)	(In Rs.)
NOTE-8		
Cash & Bank Balance		
Cash .		
Indian Overseas Bank CA (02/3986)	0.49	0.4
Total	0.49	0.4

Particulars	31.03.2023	31.03.2022
	(In Rs.)	(In Rs.)
NOTE-9		
OTHER CURRENT ASSETS		
GST Receivables	1.94	0.7
Input on RCM CGST	0.04	0.0
Input on RCM SGST	0.04	0.0
Input on RCM IGST	3.23	3.2
Preliminary Expenses		0.5
Advances to Creditors		0.0
Tds Payble		0.0
Total	5.25	4.7

As per our Audit report of even date. For MS Priavrat Sharma & Co.

CA BALAVRAT SHARMA

Partner M.No.: 076605 FRN No.: 008071C

Place : Jaipur Dated: 05.09.2023 On behalf of the Board of Directors

AKSHAY KUMAR GURNANI DIRECTOR DIN-06888193

DINESH GURNANI DIRECTOR DIN-00218635

4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018 CIN-U55209RJ2019PTC063884

Profit & Loss For the Year ended on 31.03.2023

		(Amt in Lacs)
	31.03.2023	31.03.2022
Particulars	Amount (In Rs.)	Amount (In Rs.)
NOTE -10 Finance Cost		
Bank Charges	0.10	0.00
Total	0.10	0.00

	31.03.2023	31.03.2022
Particulars	Amount (In Rs.)	Amount (In Rs.)
NOTE-11		100
Other Expensess	1	
Preliminary Expenses (1/5 of Total Exp Rs. 262140)	0.57	0.5
Salary Exp	0.60	0.0
ROC Exp	0.02	0.0
Books and Stationery Exp		0.0
Certification Exp.	0.02	0.0
Festival Expenses	0.01	0.0
MISC, EXP.	0.38	0.0
Interest on TDS	0.01	•
Security Exp	1.03	0.0
Audit Fees	0.11	0.1
Total	2.74	1.4

As per our Audit report of even date.

For M/S Priavrat Sharma & Co. Chartered Accountants

REAVEAT SHARMA

M.No. : 076605 FRN No. : 008071C Place: Jaipur Dated:05.09.2023

On behalf of the Board of Directors

AKSHAY KUMAR GURNANI DIRECTOR

DIN-06888193

DINESH GURNANI DIRECTOR DIN-00218635

/4-4 la | acel

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 4TH Floor Days Hotel Plot No 10, Airport Plaza Scheme Behind Radisson Blu Tonk Road Jaipur RJ 302018 CIN-U55209RJ2019PTC063884

Note Forming Part of Accounts as on 31st March 2023

Note-12

Notes on Accounts and Significant Accounting Policies

- Company follows accrual system of accounting and recognizes income and expenditure on accrual basis except in case of Significant Uncertainties.
- 2. The company has not started business activity during the financial year 2022-23.
- 3. Earnings Per Share of the company as on 31.03.2023 is Rs. (0.00)
- 4. In Accordance with Accounting Standard- 22 "Accounting for Taxes on Income" Provision for Deferred Tax Liability has not been made as the company having Losses and there is no taxation liability as per provision of Law.
- Subject to confirmation from party's balances of sundry debtors, Advance &
 Deposits, Sundry creditors, Unsecured Loans & loan and advances etc. has been
 incorporated in the accounts as per the balance appearing in the books.

6. Remuneration to Directors:

NIL

NIL

7. Remuneration to Auditors for

Statutory Audit:

0

11000.00

11000.00

 Closing Balance of Unsecured Loan of Rs. 23,31,91,640.00 represent unsecured loan from the directors and companies in which directors & their relatives are interested is under the same management.



GURHANI RESORTS AND HOTELS PRIVATALIMITED

RECTOR

- 9. Other Additional Information requiredunder Schedule III of Companies Act 2013, are either NIL or N.A.
- 10. Previous year figures are regrouped/ rearranged in this year wherever necessary.

As per our annexed report of even date

For Priavrat Sharma & Co. **Chartered Accountants** FRN No.: 008071C

A Priavrat Sharma

Partner

M.No.:076605

Place: Jaipur

Date:05/09/2023

on behalf of the Board of Directors

Director

Dinesh Gurnani Akshay Kumar Gurnani

Director DIN: 06888193 DIN: 00218635

Priovrat Sharma & Co. Chartered Accountants

C-347, First Floor Valshali Nagar, Jaipur E-mall:capriavratsharma@gmall.com Mob. No: +91-9928241371



Independent Auditor's Report

TO THE MEMBERS OF GURNANI RESORTS AND HOTELS PRIVATE LIMITED

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of GURNANI RESORTS AND HOTELS PRIVATE LIMITED (the Company), which comprise the Balance Sheet as at March 31, 2022 and the Statement of Profit and Loss for the year then ended, and a summary of significant accounting policies and other explanatory information.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

The Company's Management is responsible for the preparation of these financial statements that give a true and fair view of the financial position, financial performance of the Company in accordance with the Accounting Standards notified under Section 133 of the Companies Act 2013, read with Rule 7 of the Companies (Accounts) Rules, 2014 and in accordance with the accounting principles generally accepted Companies (Accounts) Rules, 2014 and in accordance with the accounting principles generally accepted in India. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

AUDITORS' RESPONSIBILITY

Our responsibility is to express an apinion on these financial statements based on our audit. We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. Those Standards require that we comply with effect requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are tree from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, in making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

OPINION

In our opinion and to the best of our information and according to line explanations given to us. The aforesaid financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India:

(a) In the case of the Balance Sheet, of the state of affairs of the Company as at March 31, 2022:

(b) (b) In the case of the Statement of Frafit and Loss, of the loss of the Company for the year ended on that date.

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

DIRECTO



Priavrat Sharma & Co. Chartered Accountants

C-347, First Floor Vaishall Nagar, Jalpur E-mail:capriovratsharma@gmail.com Mob. No: +91-9928241371



REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

1. As required by the Companies (Auditor's Report) Order, 2016 (the Order), as amended, issued by the Central Government of India in terms of sub section (11) of Section 143 of the Act, we give in the Annexure "A", a statement on the matters specified in paragraphs 3 and 4 of the Order.

2. As required by Section 143(3) of the Act, we report that:

a. We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit;

 b. In our opinion, proper books of account as required by law have been kept by the Company so far as oppears from our examination of those books.

c. The Balance Sheet, the Statement of Profit and Loss dealt with by this Report are in agreement with the books of account.

d. In our opinion, the Balance Sheet, the Statement of Profit and Loss comply with Accounting Standards notified under the Act Section 133 of the Companies Act, 2013, read with Rule 7 of the Companies (Accounts) Rules 2014.

e. On the basis of the written representations received from the directors as on March 31, 2022, taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2022, from being appointed as a director in terms of Section 164(2) of the Act.

E. With respect to the other matters to be included in the Auditors' Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

For Priavrat Sharma & Co.

Priavrat Sharma

Partner

Membership No.-074605

Registration Number: 008071C

Date: 05/09/2022

Place: Jalpur

UDIN: 22076605AZVMPZ2592



C-347, First Floor Vaishali Nagar, Jaipur E-mail:capriavratsharma@gmail.com Mob. No: +91-9928241371

Annexure "A" to the Auditors' Report

The Annexure referred to in our report to the members of GURNANI RESORTS AND HOTELS PRIVATE LIMITED for the year Ended on 31.03.2022. We report that:

S. No.	Particulars	
(1)		
	b) whether these fixed assets have been physically verified by the management at reasonable intervals: whether any material discrepancies were noticed on such verification and it so, whether the same have been properly dealt with in the books of account:	Yes
70000	(c) Whether the title deeds of immovable properties are held in the name of the company. If not, provide the details thereof;	Yes
(11)	whether physical verification of inventory has been conducted at reasonable intervals by the management and whether any material discrepancies were noticed and if so, whether they have been properly dealt with in the books of account:	NA
(III)	Whether the company has granted any loans, secured or unsecured to companies. firms, Limited Liability Partnerships or other parties covered in the register maintained under section 189 of the Companies Act, 2013, it so,	No
	(a) whether the terms and conditions of the grant of such loans are not prejudicial to the company's interest:	N.A.
	(b) whether the schedule of repayment of principal and payment of interest has been stipulated and whether the repayments or receipts are regular:	N.A.
	(c) if the amount is overdue, state the total amount averdue for more than ninety days, and whether reasonable steps have been taken by the company for recovery of the principal and interest:	N.A.
(iv)	In respect of loans, Investments, guarantees, and security whether provisions of section 185 and 186 of the Companies Act, 2013 have been compiled with. If not, provide the details thereof.	Yes
(M)	in case, the company has accepted deposits, whether the directives issued by the Reserve Bank of India and the provisions of sections 73 to 76 or any other relevant provisions of the Companies Act, 2013 and the rules framed there under, where applicable, have been compiled with? If not, the nature of such contraventions be stated; If an order has been passed by Company Law Board or National Company Law Tribunal or Reserve Bank of India or any court or any other tribunal, whether the same has been compiled with or not?	N.A.
(vI)	Whether maintenance of cost records has been specified by the Central Government under sub-section (1) of section 148 of the Companies Act, 2013 and whether such accounts and records have been so made and maintained.	N.A.
vii)	(a) whether the company is regular in depositing undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, service tax, duty of customs, duty of excise, value added tax, cess and any other statutory dues to the appropriate authorities and if not, the extent of the arears of outstanding statutory dues as on the last day of the financial year concerned for a period of more than six months from the date they became payable, shall be indicated:	Yes
	(b) where dues of income tax or sales tax or service tax or duty of customs or duty of excise or value added tax have not been deposited on account of any dispute, then the amounts involved and the forum where dispute is pending shall be mentioned. [A mere representation to the concerned Department shall not be treated as a dispute].	Yes



Priavrat Sharma & Co. **Chartered Accountants**

C-347, First Floor Valshall Nagar, Jalpur E-mail:coprlayratsharma@gmail.com Mob. No: +91-9928241371



(vin)	Whether the company has defaulted in repayment of laans or barrowing to a financial institution, bank, Government or dues to debenture holders? If yes, the period and the amount of default to be reported (in case of defaults to banks, financial institutions, and Government, lender wise defaults to be provided).	N.A.
(lx)	Whether moneys rose by way of initial public offer or further public offer (including debt instruments) and term loans were applied for the purposes for which those are raised. If not, the details together with delays or default and subsequent rectification, if any, as may be applicable, be reported:	N.A.
(x)	whether any fraud by the company or any fraud on the Company by its officers or employees has been noticed or reported during the year; If yes, the nature and the amount involved is to be indicated:	No
(xi)	Whether managerial remuneration has been paid or provided in accordance with the requisite approvals mandated by the provisions of section 197 read with Schedule V to the Companies Act? If not, state the amount involved and steps taken by the company for securing refund of the same:	N.A.
(xx)	whether the Nidhi Company has compiled with the Net Owned Funds to Deposits in the ratio of 1:20 to meet out the liability and whether the Nidhi Company is maintaining ten per cent unencumbered term deposits as specified in the Nidhi Rules. 2014 to meet out the Rability:	N.A.
[xiii]	whether all transactions with the related parties are in compliance with sections 177 and 188 of Companies Act. 2013 where applicable and the details have been disclosed in the Financial Statements etc., as required by the applicable accounting standards:	Yes
(xiv)	Whether the company has made any preferential allotment or private placement of shares or fully or partly convertible debentures during the year under review and if so, as to whether the requirement of section 42 of the Companies Act, 2013 have been complied with and the amount raised have been used for the purposes for which the funds were raised. If not, provide the delatis in respect of the amount involved and nature of non-compliance:	No
(xv)	whether the company has entered into any non-cash transactions with directors or persons connected with him and it so, whether the provisions of section 192 of Companies Act. 2013 have been complied with	No
(vi)	Whether the company is required to be registered under section 45-IA of the Reserve Bank of India Act, 1934 and if so, whether the registration has been obtained.	No

For Priavrat Sharma & Co.

Prierral Shanna

Partner

Membership No.-076605

Registration Number: 008071C

Date 05/09/2022

Place: Jaipur

UDIN: - 22076605AZVMPZ 2593

4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018 CIN-U55209RJ2019PTC063884 (Amt in Lacs)

Bala	Balance Sheet as at 31st March, 2022		(Amt in Lacs)	
Particulars	Note No	As At 31/03/2022 Amount (Rs)	As At 31/03/2021 Amount (Rs)	
ASSETS				
Non-Current Assets			. 252.51	
Property, Plant and Equipment		1,753.52	1,753.5	
Capital work in progress	6	413.13	259.9	
Finanzial Asset		•		
Loans	1			
Other francial assets			,	
Other non - current assets	7	6,20	25.7	
Total Non-Current Assets		2,172.85	2,039.16	
Current Assets				
Inventories				
Financial Assel	1			
Trade moelvables				
Costs and cash equivalents	8	0.44	0,15	
Other bank balances	12			
Other Current Asset	. 9	4.72	5.20	
Total Current Assets		5.15	5.34	
TOTAL ASSETS		2,178.00	2,044.50	
EQUITY AND LIABLITIES				
Equity				
Equity Store capital		10.00	10.00	
Offee equily	2	(4.11)	(2.68)	
Total Equity		5.89	7.32	
Labilities				
Von-current Liabilities	1 1			
Intercest liabilities	1 1			
Borrowings	3 1	2,149.39	2,016.07	
otal Non-current Liabilities		2,149.39	2,016.07	
Current Liabilities	- 1 1			
inencial liabilities				
Bonowines				
Trade payables	4	0.17	0.52	
Bollowings				
Other current liabilities	5	22.55	20.59	
ctal Current Liabaties		22.72	21.11	
Secretary and the secretary an				
TOTAL EQUITY AND LIABILITIES	9 4	2,178.50	2,044.50	

Significant Accounting Policies and Notes to the Accounts The Schedules referred to above form as an

As per our Audit report of even date.

For MIS Priavrat Sharma & Co

CA PRIAVRAT SHARMA

Partner M. No.: 076605 FRN NO.: 000071C Place : Jaipur Dated : 05.09.2022

UDIN-22076605AZVMPZ2593

On behalf of the Board of Directors

MUNAR GURNANI DIRECTOR

DIN-06888193

DINESH GURNANI DERECTOR DIN-00218635

4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018

Statement of Profit and Loss for the year ended 31st March, 2022 (Amt in Lecs) As At 31/03/2021 Am					
Particulars	Note No	As A1 31/03/2022 Amount (Rs)	(Rs)		
Revenue from operations					
Uthat Income					
Total Income					
Expenses:					
Cost of materials consumed					
Furchase of Stock-in-Trade			(**		
Changes in inventories of finished goods, work-in-progress and Stock-in-					
Trade					
Employee benefit expense					
Financial costs	10	0.00	. 0		
Depreciation and amortization expense	16				
Other expanses	11	1.44	1.3		
	11	1.44	1.7		
Total Expenses		, inc			
Profit before exceptional and entraordinary items and tax	III-IV	(1.44)	(1.7		
sour period excelling and expansional lieus and lax	20-1A	1			
Exceptional Hems	- 1				
- Deployed lights	1				
Profit before extraordinary items and tax		(1.44)	(1.7		
Extraordinary Nerve		-	20		
Profit before tax		(1.44)	(1.7		
Tax expense:					
	- 1				
(1) Current tax	- 1		•		
7) Deferred tax					
7 - 2 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3	- 1		(1.7		
trafit(Loss) from the perid from continuing operations	- 1	(1.44)	(1.7)		
rotit/Loss) from discontinuing operations			-		
ax expanse of discounting operations			-		
roff((Less) from Discontinuing operations					
rofit/(Loss) for the period		(1.44)	(1,71		
/I. Earning per equity share:			9		
(1) Basic		(0.00)	(0.00		
(2) Diuted		(0.00)	(0.00		

As per our Audit report of even date.

For MIS Priavrat Sharma & Co.

Chartered Accountants

CA PRIAVRAT SHARMA

Partner M.No.: 076605 FRN No.: 008071C

Place : Jaipur Dated: 05.09.2022

UDIN: - 220766054ZVMPZ2593

STACE TO

On pehalf of the Board of Directors

AKSHAY KUMAR GURNANI DIRECTOR

DIN-06888193

DINESH GURNANI DIRECTOR

DIN-00218635

GURNAM RESORTS AND HOTELS PRIVATE LIMITED 4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018 CIN-U55209RJ2019PTC063854

Koins Amered to and forming part of the

	Izlance Sheet For the Year ended on 31.03.2022	Ų	Amt in Lacs)
Particulars	Mance Steet For the Text shiped Oil 31,852422	31/03/7022 Amount (in Rs.)	31/03/2021 Amount (in Rb.)
HOTE-1 1.1 SHARE CAPITAL Authorised 1000000 Equity Shares of Ra.10\(^1\) each		100,00	100.0
S A DAMES INVESTIGATION OF		100.00	100.0
Issued Subscribed & Paid up 100000 Equity Shares of Rs. 10% each fully paid	lup .	10,00	10.00
Total		10.00	10.00

1.1 The Reconciliation of the number of shares outstanding is set out below:

Particulars	As At 31st March, 2022		As At 31st March, 2021	
	No. of Shares	Amount	No. of Shares	Amoun
Equity Shares at the beginning of the year	100000	10.00	100000	10 00
Shares Issued during the year	0	0.00	0	0.50
Shares Forfieled during the year	ا م	0.00	0	0.00
Shares bought back during the year	o	0.00	0	0.00
Equity Shares at the end of the year	100000	10.00	100000	10.00

1.2 Terms Rights attached to Equity Shares

The Company has only one Class of Equity Shares having par value of Rs. 100-per share. Each holder of equity shares is unified to one wore per share.

1.3 The details of sharpholders holding more than 5% shares:

Name of Shareholders	As At 31st March, 2022		As At 31st Marc	h, 2021
	No; of Shares	% of holding	No. of Shares	N of holding
Veto Electropower India Pvt Limited	61000	61%	61000	615
Mohan Des Gumani	25000	25%	25000	259
Akshay Kumat Gurrani	5000	9%	9000	99

	31.03.2022	31.03.2021
Particulars	Amount (In Rs.)	Amount (In Rs.)
MOTE 2		
Reserve & surplus		
Opening Balance	(2.58)	(0.0)
Add: Profit(Loss) during the year	(1.44)	(1.7
Total	(4.11)	[2.5

MULIC S

Particulars	31,03,2022 Arrount (In Rs.)	31.03.2021 Amount (In Rs.)
NOTE 3 LONG TERM HORROWINGS		o.:
Mohan Das Gumani (Loan) Mohan Das Gumani (ECB Loan) Veos Electropower India Pvt Limbed	2,137.35 12.01	2,004
Total	2,149.39	2,016.0

Particulars	31.63.2022 Amount (in Rs.)	35.03.2021 Amount (In Rs.)
NOTE-4		
TRADE PAYABLE		0.00
Kellesh Sharma	0.06	
Randovan Gurjar (Salan)		
MIS SIN Advisors		0.36
Ashok Komar Gurjar	1 -1	011
Prisyrat Sharma & Co (CA)	0.11	0.00
Direch Gumani Orane Account	-	0.52
Tatal	0,17	0.32

Particulars	31.03.2022 Amount (In Rs.)	31.03.2021 Amount (lin Rs.)
NOTE-5 OTHER CURRENT LIABILITIES RCM CGST Payble RCM SGST Payble RCM IGST Payble TDS Payable (ECB & Other) Provisions for Audit Fees	0.04 0.04 3.23 19 13 0.11	0.9 0.0 3.2 17.7
Total	22.55	20.59

Particulars	31.03.2022 Amount (in Rts.)	31.03.2021 Amount (In Rs.)
NOTE-5 Tangitusis Assets Land of Jagatoura	1,753.52	1,753.53
Capital/York in Progress Opening Balance	259.54	1198
Add Addition during the year	153.19 413.13	145 07 259.94

Capital work in Progress Ageing	1 1 3 3	100			
	Less than 1 Yes	1-2 Years	2-3 Years	more than 3 years	Total
CMP	153.19	140.07	119.87	0.00	413 13

Particulars	31.03.2022 Amount (In Rs.)	31.03.2021 Amount (In Rs.)
NOTE -7 Other mon - current assets		
Loans & Advances (Asset) Plot city built homo Pri to	6.20	25.70
Advance for Property Total	DENNE 620	25.70

UDIRECTOR

Parliculars	31.03.2022 31.03.202 (in Rs.) (in Rs.)
HOIE-9 Cesh & Bank Balance	
Cash	
Indian Overseas Bank CA (02/3988)	0.44
Total	0.44

Particulars	31.03.2022 (in Rs.)	21,03,2021 (in Rs.)
NOTE-9 OTHER CURRENT ASSETS		
IGST Receivables	0.74	0
Input on RCM CGST Input on RCM SGST	0.04	0
Input on RCM KIST	3.23	3
Preliminary Expensos Advances to Creditors	0.57	
Tos Payble	0.07	5.
Total	4.72	2.

As per our Audit report of even date.

For M'S Prinyral Shanna & Co. Chartered Accountants

CA PRIAVRAT SHARMA

Partner M.No.: 076605

FRN No. : 008071C Place: Jaipur Dated: 05.09.2022

UDIN;-22076605AZVMPZ2593

On bohalf of the Board of Directors

AKSHAY KUMAR SURNANI DIRECTOR

D84-05888193

DINESII GURHANI DIRECTOR D84-00718635

DIRECTOR

4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018 CIN-U55209RJ2019PTC063884

	Profit & Loss For the Year ended on 31.03.2022		(Amt in Lace)
Particulars		31.03.2022 Amount { In Rs.}	31.03.2021 Amount (In Rs.)
NOIE-10 Finance Cost Bank Charges		0.00	0.
Total		4.00	31 03 2021

	31.03.2022	31.93.2021
Particulars	Amount (In Rs.)	(In Rs.)
NOTE -11 Other Expensess Proliminary Expenses (1/5 of Total Exp Rs. 262140) Salary Exp ROC Exp Books and Stationery Exp Certification Exp. Festival Expenses MISC, EXP. Prolessional Fees Salary Account Audit Fees	0.57 0.61 0.02 0.05 0.06 0.01 0.00	0.5 0.00 0.10 0.01 0.01 0.17 0.53 0.11
Total	1.44	

As per our Audit report of even date. For M/S Priavrat Sharma & Co.

CA PRIAVRAT SHARMA

Partner M.No. : 076605 FRN No. : 008071C Place : Jaipur

DY ALLO Dated :05.09.2022 UDIN:- 22076605AZVMPZ2593 On behalf of the Board of Directors

AKSHAY KUMAH GURNANI

DIRECTOR DIN-06888193 DINESH GURNAMI DIRECTOR DIN-00218535

GURNANI RESORTS AND HOTELS PRIVATE

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 4TH Floor Days Hotel Plot No 10, Airport Plaza Scheme Behind Radisson Blu Tonk Road Jaipur RJ 302018 CIN-U55209RJ2019PTC063884

Note Forming Part of Accounts as on 31st March 2022

Note-12

Notes on Accounts and Significant Accounting Policies

- Company follows accrual system of accounting and recognizes income and expenditure on accrual basis except in case of Significant Uncertainties.
- 2. The company has not started business activity during the financial year 2021-22.
- 3. Earnings Per Share of the company as on 31.03.2022 is Rs. (0.00)
- 4. In Accordance with Accounting Standard- 22 "Accounting for Taxes on Income" Provision for Deferred Tax Liability has not been made as the company having Losses and there is no taxation liability as per provision of Law.
- 5. Subject to confirmation from party's balances of sundry debtors, Advance & Deposits, Sundry creditors, Unsecured Loans & loan and advances etc. has been incorporated in the accounts as per the balance appearing in the books.

6. Remuneration to Directors:

NIL

NIL

Remuneration to Auditors for

Statutory Audit:

11000.00

11000.00

 Closing Balance of Unsecured Loan of Rs. 214,939,211.00 represent unsecured loan from the directors and companies in which directors & their relatives are interested is under the same management.

GURNANI RESORTS AND HOTELS PRIVATE QIMITED

MAECTO

- 9. Other Additional Information requiredunder Schedule III of Companies Act 2013, are either NIL or N.A.
- 10. Previous year figures are regrouped/ rearranged in this year wherever necessary.

As per our annexed report of even date

For Priavrat Sharma & Co. Chartered Accountants

FRN No.: 008071C

CA Priavrat Sharma

Partner

M.No.:076605

Place: Jaipur

Date:05/09/2022

CBSCZ 9MVSAZO33FOCE -: NTOU

On behalf of the Board of Dixectors

Director

DIN: 00218635

Dinesh Gurnani Akshay Kumar Gurnani

Director

DIN: 06888193

CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

NOTICE

NOTICE OF THE 4th ANNUAL GENERAL MEETING OF THE MEMBERS OF GURNANI RESORTS AND HOTELS PRIVATE LIMITED WILL BE HELD ON WEDNESDAY THE 28" SEPTEMBER, 2022, AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 4TH FLOOR, PLOT NO. 10, DAYS HOTEL, AIRPORT PLAZA SCHEME, BEHIND HOTEL RADISSON BLU, TONK ROAD, DURGAPURA, JAIPUR-302018 AT 03:45 P.M. TO TRANSACT THE FOLLOWING BUSINESS:

ORDINARY BUSINESS:

1. To receive, consider and adopt the Audited Financial Statements of the Company for the financial year ended 31" March, 2022 together with the Reports of the Board of Directors and the Auditors thereon.

Regd. Office:

4th Floor, Plot No. 10, Days Hotel, Airport Plaza Scheme, Behind Hotel Radisson Blu, Tonk Road, Durgapura, Jaipur-302018.

Place: Jaipur Date: 05.09.2022

By order of the Board For Gurnani Resorts And Hotels Private Limited

Akshay Kupiar Gurnani Director

DIN: 06888193

Dinesh Gurnani Director DIN: 00218635

CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

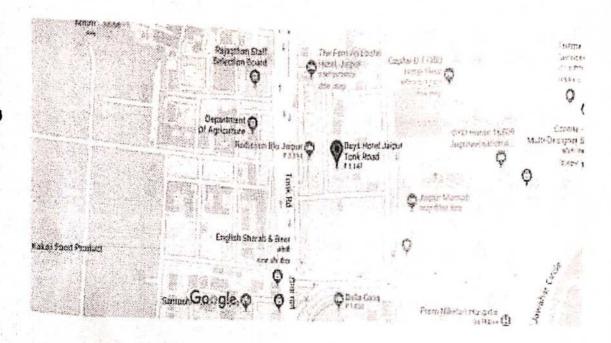
NOTES:

- 1. A MEMBER ENTITLED TO ATTEND AND VOTE AT THE ANNUAL GENERAL MEETING (THE "MEETING") IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE ON A POLL INSTEAD OF HIMSELF / HERSELF AND THE PROXY NEED NOT TO BE A MEMBER OF THE COMPANY, A BLANK FORM IS ENCLOSED HEREWITH AND, IF INTENDED TO BE USED, IT SHOULD BE RETURNED DULY COMPLETED AT THE REGISTERED OFFICE OF THE COMPANY NOT LESS THAN FORTY FIGHT HOURS BEFORE THE SCHEDULED TIME OF THE COMMENCEMENT OF THE MEETING.
- 2. A person can act as a proxy on behalf of members not exceeding fifty and holding aggregate not more than ten percent of the total share capital of the company carrying voting rights. A member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as a proxy for any other person or shareholder. The holder of proxy shall prove his identity at the time of attending the Meeting.
- 3. The instrument appointing the proxy, duly completed, stamped and signed, must be deposited at the Company's registered office not less than 48 hours before the commencement of the meeting. The Proxy Form for the AGM is enclosed herewith.
- 4. Members / proxies should bring the duly filled Attendance Slip/ Proxy Form enclosed herewith to attend the meeting.
- 5. In case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote.
- 6. Corporate members intending to send their authorized representative(s) to attend the Meeting are requested to send to the Company a certified true copy of the relevant Board Resolution together with the specimen signature(s) of the representative(s) authorized under the said Board resolution to attend and vote on their behalf at the Meeting.

GURNANI RESORTS AND HOTELS PRIV

CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

Route Map



Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777

Email id: group.veto@gmail.com

PROXY FORM FOURTH ANNUAL GENERAL MEETING Wednesday, September 28th, 2022 at 03:45 P.M

CALL AND A STATE OF THE STATE O	
Name of the Member (a)	
Name of the Member (s) : Registered address:	***************************************

Email ID:	***************************************
Folia No. (Clienta)	
Folio No./Client ID : DP ID :	***************************************
DP ID:	
/We hains the man I do	
/We, being the member(s) of	shares of
urnani Resorts and Hotels Private Limited, h	ereby appoint:
North State State Control of the State Control of t	
Name:	
Email Id:	
Address	
	TENNY TARIETTE STATE OF THE STA
Signature	***************************************
Signature:	or failing him / her;
	And the second section of the second
Name:	" (s
Email Id:	
Principalitation (etter (extension ten tonical particularitation transmission to	
Signature:	or failing him / her;
Name :	
72	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Email Id:	
#2/80/40 TO PART 1 (MICHAEL CONTINUE DE L'ANDE	
(amanagamanahamahamanahamanahamanaham	
4-11-11-11-	
Address	······································
practical (4 a. 1 a.	
Signature:	or failing him / her;
THE R. P. LEWIS CO., LANSING MICH. LANSING MICH.	



Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

as my / our proxy to attend and vote (on a poll) for me / us and on my / our behalf at the 4th Annual General Meeting of the company, to be held on Wednesday, the September 28th, 2022 at 03:45 P.M. at its registered office situated at 4th Floor, Plot no. 10, Days Hotel, Airport Plaza Scheme, Behind Hotel Radisson Blu, Tonk Toad, Durgapura, Jaipur-302018 and at any adjournment thereof in respect of such resolutions are as indicated below:

Number	Resolution Resolution Number		Optional	
Ordinary Bus		For	Against	
ordinary Bus	ness			
1.	To receive, consider and adopt the annual audited Balance Sheet as at 31st March, 2022 together with Reports of Directors and Auditors thereon.			
Signed this				
	day of	S	Milia levenue tamp le. 1/-	

Notes:

Signature of Proxy holder(s)...

- 1. This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the company, not less than 48 hours before the commencement of the Meeting.
- 2. It is optional to indicate your preference if you leave the 'for or against' column blank against resolution, your proxy will be entitled to vote in the manner as he/ she may deem appropriate.

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

ATTENDANCE SLIP

ANNUAL GENERAL MEETING Wednesday, 28th September, 2022 at 03:45 P.M.

Members or their proxies are requested to present this form for admission, duly signed in accordance

	lo No. / DPID No. /Client ID	
No. of Shares I	held:	
Name (s) and c	complete address of Shareholder	
I certify that I	am a member / proxy for the member of the Company.	
l hereby reco	ord my presence at the 4th Annual General Meeting of the	ie Company, to be held or
l hereby reco	ord my presence at the 4 th Annual General Meeting of the 28 th September, 2022 at 03:45 P.M. at 4 th Floor, Plot No. 1	0, Days Hotel, Airport Plaza
l hereby reco	ord my presence at the 4th Annual General Meeting of the	0, Days Hotel, Airport Plaza
l hereby reco	ord my presence at the 4 th Annual General Meeting of the 28 th September, 2022 at 03:45 P.M. at 4 th Floor, Plot No. 16 ind Hotel Radisson Blu, Tonk Road, Durgapura, Jaipur-302018	0, Days Hotel, Airport Plaza
l hereby reco Wednesday, Scheme, Behi	ord my presence at the 4 th Annual General Meeting of the 28 th September, 2022 at 03:45 P.M. at 4 th Floor, Plot No. 16 ind Hotel Radisson Blu, Tonk Road, Durgapura, Jaipur-302018	0, Days Hotel, Airport Plaza

MEETING HALL

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

DIRECTOR'S REPORT

To The Members,

Your Directors have great pleasure in presenting their 4th Annual Report on the business and operations of the company together with the Audited Accounts for the financial Year ended 31th March, 2022.

1. COMPANY PERFORMANCE

> State of Company's Affairs

The company during the current year, suffered a Loss of Rs. 143,758.56. It is expected that company will grow in the forthcoming years after successful operation of business activity and will achieve manifold aspects of growth.

Financial Results

Amount (Rs.)

Particulars	As at March 2022	As at March 2021
Total Income	•	-
Profit/(Loss) before Interest/ Depreciation/ Tax (PBDIT)	(1,43,758.56)	(170,893.44)
Less: Interest & Financial Charges	0	0
Less: Depreciation	-	
Profit before Tax (PBT)	(1,43,758.56)	(170,893.44)
Less : Provision for Taxation	Marine Theory of the Control of the	-
-Current	0	0
Deferred	0	0
Profit after Taxation (PAT)	(1,43,758.56)	(170,893.44)
Balance Carried Forward	•	

> Dividend

In view of the loss the Board of Directors has decided not to recommend any dividend for the year ended on 31st March, 2022.

> Reserves

Since the Company has incurred a loss of Rs. 1,43,758.56/- there are no amount transferred to reserves.

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

DIRECTOR

CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777

Email id: group.veto@gmail.com Change in the nature of business

There are no changes in the nature of the business of the company.

Material Changes and Commitments, if any, affecting the Financial Position of the Company which have occurred between the end of the Financial year of the Company to which the financial statements related and the date of report

There are no material changes and commitments that are affecting the Financial Position of the Company which have occurred between the end of the Financial year of the Company to which the financial statements related and the date of report.

Particulars of contracts or arrangements with related parties Section 188(1) of Companies Act, 2013

A particular of contracts or arrangements with related parties referred to in Section 188 (1) of the Companies Act, 2013, in the prescribed form AOC-2, is appended as Annexure-I to the Board's Report.

- Particulars of loans, guarantees or investments under section 186 of Companies Act, 2013 Loans, guarantees and investments covered under section 186 of Companies act, 2013 form part of the notes to financial statements provided in this annual report.
- Details of the Significant and material orders passed by the regulators or courts or Tribunal

There are no significant and material orders that had been passed by any Regulators or by Courts or by Tribunal that impacts the going concern status and Company's operations in future.

> Deposits

The details relating to deposits, covered under Chapter V of the Companies Act 2013 is given below.

a) Accepted during the year	0
b) Remained unpaid or unclaimed as at the end of the Year	0
c) If there is any default in repayment of deposits or payment of interest the	hereon during the year:
At the beginning of the Year Maximum during the year	0

> Extract of Annual Return

As per the requirements of Section 92(3) of the Act and Rules framed thereunder, the extract of the annual return for FY 2021-22 is given in Annexure-II in the prescribed Form No. MGT-9.

2. BUSINESS OPERATIONS

The company is engaged in the business of Accommodation services provided by Hotel, Inns. Resorts, holiday homes, hostel, etc. and related Construction activities.

Restrictions on purchase by Company or giving of loans by it for purchase of its shares. The company has not bought its own shares as per Section 67 of the Companies Act, 2013.

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

PRECTOR

CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

- 1. All business decisions will be made with the prior information and acceptance of risk involved:
- All employees of the company shall be made aware of risks in their respective domains and their mitigation measures;
- The risk mitigation measures adopted by the company shall be effective in the long-term and to the extent possible be embedded in the business processes of the company.
- Risk tolerance levels will be regularly reviewed and decided upon depending on the change in company's strategy.
- The occurrence, progress and status of all risks will be promptly reported and appropriate actions be taken thereof.

Details of Holding/ Subsidiary/ Joint Venture/ Associates

The company is subsidiary company of Veto Electropowers (India) Private Limited. Company does not have any Subsidiary, Joint Venture and Associates of the Company.

3. HUMAN RESOURCE MANAGEMENT

> Managerial Remuneration

The company is not giving remuneration to any of its director.

> Particulars of Employees under Section 134 of the Companies Act, 2013

The provisions of section 134 of the Companies Act, 2013 read with the Companies (Accounts) Rules, 2014 as amended are not applicable to the company, as there are no employees whose remuneration is in excess of the limits prescribed.

4. DIRECTORS

During the period under consideration, there is no change in the constitution of Board.

Board Members are as follows:

- 1. Mr. Mohan Das Gurnani
- 2. Mr. Akshay Kumar Gurnani
- 3. Mr. Dinesh Gurnani

> No of Meetings of the Board

Five Board meeting were held during the year 2021-22 and the gap between two meetings did not exceed 120 days. The dates on which the Board Meeting was held are as follows:

GURNANI RESORTS AND HOTELS PRIVATE

PIRECTOR

4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Tonk Road, Jaipur-302018

CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777

Email id: group.veto@gmail.com

> Detail of Board Meetings held:

Sr. No.	Date of Board Meeting	Board Strength	No. of Directors Present
1	17.06.2021	3	3 - 4
2	21.09.2021	3	3
3	15.11.2021	3	3
4	05.01.2022	3	2
5	24.01.2022	3	2

> Directors' Responsibility Statement

Pursuant to the requirements under Section 134 (5) of the Companies Act, 2013 with respect to the Directors' Responsibility Statement, it is hereby confirmed that:

- i. In the preparation of the annual accounts for financial year ended March 31st, 2022, the applicable Accounting Standards had been followed along with proper explanation relating to material departures:
- li, the Directors had selected such accounting policies and applied them consistently and made judgments and estimates that are reasonable and prudent so as to give a true and fair view of the state of affairs of the Company as at March 31ⁿ, 2022 and of the profit of the Company for the year under review;
- iii. the Directors had taken proper and sufficient care for the maintenance of adequate accounting records in accordance with the provisions of the Companies Act, 2013 for safeguarding the assets of the company and for preventing and detecting fraud and other irregularities; and
- iv. the Directors had prepared the annual accounts for financial year ended March 31°, 2022 on a 'going concern' basis
- v. the Directors had laid down the internal financial controls to be followed by the company and that such internal financial controls are adequate and were operate effectively.
- vi. the Directors has devised proper systems to ensure compliance with the provisions of all applicable laws and that such systems were adequate and operating effectively.

5. AUDITORS

M/s Priavrat Sharma & Co (FRN: 008071C), Chartered Accountants, Jaipur was appointed as Statutory Auditor of the company for a term of five years starting from the conclusion of 1st Annual General Meeting held until the conclusion of 6th consecutive Annual General Meeting of the Company on such remuneration as may be fixed by the Board of Directors of the Company in consultation with the Auditors.

4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Tonk Road, Jaipur-302018

CIN: U55209R12019PTC063884 Phone No. 0141-6667777

Email id: group.veto@gmail.com

The Company has received a certificate from them to the effect that their re-appointment, if made would be within the limits prescribed under section 141(3) of the Companies Act, 2013. The observations made by the auditors are self-explanatory and do not require any further claufication

> Auditor's Report

The Auditor's Report has been annexed along with this report.

6. CONSERVATION OF ENERGY, TECHNOLOGY ABSORPTION AND FOREIGN EXCHANGE EARNINGS AND OUTGO

- A) Conservation of Energy: Nil
- B) Technology Absorption: Nil
- C) Foreign Exchange earnings and outgo: The Company has no foreign exchange earnings and no outgo transactions of during the current financial year
- D) External Commercial Borrowings (ECB): The Company has taken ECB of Rs 1,33,36,590/- during the current financial year.

ACKNOWLEDGEMENT

Your Directors takes this opportunity to convey their deep sense of gratitude for valuable assistance and Co-operation extended to the Company by all shareholders and Bankers of the Company.

Your Directors also wish to place on record their sincere appreciation for the valued contribution. unstinted efforts and spirit of dedication shown by the Company employees, officers and the executives at all levels which contributed, in no small measure, to the progress and the high performance of the Company during the year under review.

Place: Jalpur

Dated: 05.09.2022

For & on behalf of the Board For Gurnari Resorts and Hotels Private Limited

Akshay Kurhar Gurnani Director

DIN: 06888193

Dinesh Gurnani Director

DIN: 00218635

GURNANI RESORTS AND HOTELS PRIVAT

61

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Tonk

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777

Email id: group.veto@gmail.com

ANNEXURE-I Form No. AOC-2

(Pursuant to clause (h) of sub-section (3) of section 134 of the Act and Rule 8(2) of the Companies (Accounts) Rules, 2014)

Form for disclosure of particulars of contracts/arrangements entered into by the company with related parties referred to in sub-section (1) of section 188 of the Companies Act, 2013 including certain arms length transactions under third proviso thereto

1. Details of contracts or arrangements or transactions not at arm's length basis:

There were no contracts or arrangements or transaction entered during the year ended March 31st, 2022, which was not at arm's length basis.

2. Details of material contracts or arrangement or transactions at arm's length basis:

Name of Related Party	Nature of Contract	Nature of Relationship	Duration of contract	Salient terms	Balance Amoun
Mohan Das Gurnani (ECB Loan)	Long Term borrowings	Director	Ongoing	Loan Taken during the year 2021-22:- 13,336,590	213,737,814
Mohan Das Gurnani	Long Term borrowings	Director	Ongoing	Loan Paid during the year 2021-22 70,313	0
(Loan) Veto Electropowers (India) Private Limited	Long Term borrowings	Holding company	Ongoing	Advance during the year 2021-22: 66,397	1,201,397

Place: Jaipur Dated: 05.09.2022 For & on behalf of the Board For Gurnan Resorts and Hotels Private Limited

Akskay Kumar Gurnani

Dinesh Gurnani

Director

Director

DIN: 06888193

DIN: 00218635

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Tonk Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

Annexure II Form No. MGT-9

EXTRACT OF ANNUAL RETURN ON THE FINANCIAL YEAR ENDED ON 31.03.2022 [Pursuant to section 92(3) of the Companies Act, 2013 and rule 12(1) of the Companies (Management and Administration) Rules, 2014)

I, REGISTRATION AND OTHER DETAILS:

ì.	CIN	U55209RJ2019PTC063884
li.	Registration Date	05/02/2019
íii.	Name of the Company	GURNANI RESORTS AND HOTELS PRIVATE
iv.	Category / Sub-Category of the Company	Company limited by Shares/ Non-govt. company
v.	Address of the Registered office	4 th Floor, Plot No 10, Days Hotel, Airport Plaza Scheme, Behind Radisson Blu, Tonk Road, Durgapura, Jaipur- 302018
vi.	Address of the Corporate office	The state of the s
vii.	Mail ID and Contact details	group.veto@gmail.com 0141-6667750
viii.	Whether listed company	No
ix.	Name, Address and Contact details of Registrar and Transfer Agent, if any	NA

II. PRINCIPAL BUSINESS ACTIVITIES OF THE COMPANY

All the business activities contributing 10 % or more of the total turnover of the company shall be stated:- NA

Sr. Name and Description of main	NIC Code of	% to total turnover of the
No. products / services	the Product/	company
NA NA		

GURNANI RESORTS AND HOTELS PRIVATE

63

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Tonk

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

III. PARTICULARS OF HOLDING, SUBSIDIARY AND ASSOCIATE COMPANIES:-

Sr. No.	Name And Address Of The Company	CIN/GLN	Holding/ Subsidiary /Assoclate	% of share s held	Applica ble Section
1.	Veto Electropower (India) Private Limited R/O: 506, 5th floor, plot	U31909MH2007PT C168956	Holding	61.00%	Section 2(46)
	no. B-9 landmark building, new link road, Andheri (west) Mumbai Mumbai City MH 400058				

IV. SHARE HOLDING PATTERN (Equity Share Capital Breakup as percentage of Total Equity)

i. Category-wise Share Holding

Category of Shareholders	Color Christian Strain Strain	No. of Shares held at the beginning of the year					No. of Shares held at the end of the year				
	Dema t	Physica	Total	% of Total Shares	Dem at	Physical	Total	% of Total Shares			
A. Promoter				Description of	White:			-			
1) Indian					-	9000	9000	9.00%	•••		
a) Individual/ HUF	0	9000	9000	9.00%	0	Andrew St. St. St. St.					
b) Central Govt	0	0	0	0	0	0	0	0			
) State Govt(s)	0	0	0	0	0	0	0	61.00%	0		
) Bodies Corp	0	61000	61000	61.00%	0	61000	61000		-		
) Banks / FI	0	0	0	0	0	D	0	0	-		
) Any Other	0	0	0	0	0	0	0		0		
ub-total(A)(1):-	0	70000	70000	70.00%	0	70000	70000	70.00%			
) Foreign					_	20000	30000	30.00%			
) NRIs- Individuals	0	30000	30000	30.00%	0	30000	30000	0			
) Other-	0	0	0	O SANGER CONTRACTOR	0	0	11	1 .			

GURNANI RESORTS AND HOTELS PROVATE LIMITED

DIRECTOR

4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Yonk Road, Jaipur-302018

CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777

Email	14.	group.veto@gmail.com
Eman	Jui	Zionb. Actor Zinging com

Individuals		一类门					1		
i) Bodies Corp.	Ó	0	0	. 0	0	0	0	0	
i) Banks / Fl	0	0	0	0	0	0	0	0	1
k) Any Other	Ö	0	0	D	0	0	0	0	95
Sub-total (A)(2):-	0.	30000	30000	30.00%	0	30000	30000	30.00%	
Total Promoter Shareholding (A)=(A)(1)+ (A)(2)	0	100000	100000	100.00%	0	100000	100000	100.00%	0
B. Public					441	71.75	1950	- 20	
Shareholding		A Charles of the Control of the Cont	A CONTRACTOR	MARKET AND DESCRIPTION	SAN EVENT				
1. Institutions		0	0	0	0	0	0	Q	
a) Mutual Funds	0	0	0	0	0	0	0	O	**
b) Banks / Fl	-	10	0	0	0	0	0	0	
c) Central Govt.	0	0	0	0	0	0	0	0	-
d) State Govt.(s)	0	AND DESCRIPTION OF A PROPERTY AND ADDRESS OF	0	0	0	0	0	0	1,00
e) Venture Capital Funds	0	.0	110.5	0	0	0	0	0	22
f) Insurance Companies	0	0	0		0	0	0	0	
g) Fils	0	0	0	0	0	0	0	0	17
h) Foreign Venture Capital Funds	0	0	0	0	and the late of			0	
Others (specify)	0	0	0	0	0	0	0	0	
Sub-total (B)(1)	.0	0	D	0	0	0	0		
2. Non	J. F	MINITED A							
Institutions a) Bodies Corp.	0	0	0	D	0	0	0	0	-
(I) Indian		13:450	- 1						
(ii) Overseas b) Individuals (i) Individual shareholders holding nominal share capital upto Rs: 1 lakh (ii) Individual shareholders	0	0	0	o	0	0	8		

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777

Email id: group veto@gmail.com

the sole of the Land Co.		Liner	i iu. grou	p.veto@	gmai	i.com			
holding nominal share capital in excess of Rs. 1 lakh									
c) Others(Specify	0	0	0	0	0	0	0	0	
Sub-total (B)(2)	0	0	0	0	0	0	0	0	
Total Public Shareholding (B)=(B)(1)+ (B)(2)	0	0	0	0	0	0	0	0	
C. Shares held by Custodian for GDRs & ADRs	0.	0	0	0	0	0	100000	100%	0
Grand Total (A+B+C)	0	100000	100000	100%	0	100000	100000		

ii.Shareholding of Promoters:-

St.		1 1 1 of the year				Shareholding at the end of the year			
No		No. of Shares	M of total Shares of the company	%of Shares Pledge d / encum be red to total shares	No. of Shares	% of total Shares of the compa ny	%of Shares Pledged / encumb e red to total shares	% change in share holding during the year	
1.	Veto Electropower India Pvt. Ltd.	61000	61.00%	-	61000	61.00%			
2.	Renu Gurnani	5000	5.00%	-	5000	5.00%	1		
3.	Mohan Das Gurnani	25000	25.00%	-	25000	25.00%			
4.	Mr. Akshay Kumar Gurnani	9000	9.00%	Ť	9000	9.00%			
- 1	Total	100000	100		100000	100		-	

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

PRECTOR

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884

Phone No. 0141-6667777 Email ld: group.veto@gmail.com

W.Change in Promoters' Shareholding (please specify, if there is no change)- No change

Sr. no	1 Dec. 1 Control (1)	BUILDINGS (BANG 6/45)(01/1755) 10 15	ding at the of the year	Cumulative Shareholding during the year		
		No. of shares	% of total shares of the company	No. of shares	% of total shares of the company	
	At the beginning of the year					
	Date wise Increase / Decrease in Promoters Share holding during the year specifying the reasons for increase / decrease (e.g. allotment / transfer / bonus / sweat equity etc);					
	At the End of the year					

Iv Shareholding Pattern of top ten Shareholders (other than Directors, Promoters and Holders of GDRs and ADRs):-

Sr. no		Shareholding at the beginning of the year		Cumulative Shareholding during the year	
		No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
trendicti	At the beginning of the year				
	Date wise increase / Decrease in Promoters Shareholding during the year specifying the reasons for increase / decrease (e.g. allotment / transfer / bonus / sweat equity etc);				
	At the End of the year (or on the date of separation, if separated during the year)				

GURNANI RESORTS AND HOTELS PRIV

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

v) Shareholding of Directors and Key Managerial Personnel:

ir.		Shareholding at the beginning of the year		Cumulative Shareholding durin the year	
1	Mr. Akshay Kumar Gurnani	No, of shares	% of total shares of the company	No. of shares	% of total shares of the company
	At the beginning of the year	9000	9.00%		1
	Date wise Increase / Decrease in Shareholding during the year specifying the reasons for increase / decrease (e.g. allotment / transfer / bonus/ sweat	en ny major halimentony majorana na ana	•	-	
Marito A	equity etc): At the End of the year (or on the data of separation, if separated during the year)	-	•	9000	9.00%
2	Mr. Mohan Das Gurnani	No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
	At the beginning of the year	25000	25.00%		
	Date wise increase / Decrease in Shareholding during the year specifying the reasons for increase / decrease (e.g. allotment / transfer / bonus/ sweat				•
	equity etc.): At the End of the year (or on the date of separation, if separated during the year)	•	•	25000	25.00%

V. INDEBTEDNESS

Indebtedness of the Company including interest outstanding/accrued but not due for payment

Secured Loans excluding	Unsecured Loans	Deposits	Total Indebtedness
deposits		Addition of	

CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777

Email id: group.veto@gmail.com

Indebtedness at the beginning of the financial year				
i) Principal Amount ii) Interest due but not paid iii) Interest accrued but not		201,606,537		201,606,537
Total (i+ii+iii)		201,606,537		201,606,537
Change in Indebtedness during the financial year - Addition - Reduction	•	13,332,674		13,332,674
Net Change			•	
Indebtedness at the end of the financial year				
i) Principal Amount ii) Interest due but not paid iii) Interest accrued but not due		214,939,211		214,939,211
Total (I+II+Iii)		214,939,211		214,939,211

VI.REMUNERATION OF DIRECTORS AND KEY MANAGERIAL PERSONNEL- NIL

A. Remuneration to Managing Director, Whole-time Directors and/or Manager

SI. No.	Particulars of Remuneration	Particulars of Remuneration Name of MD/WTD/ Manager	
1.	Gross salary		
	(a) Salary as per provisions contained in section 17(1) of the Income-tax Act,		
	(b) Value of perquisites u/s 17(2) Income-tax Act, 1961		

CIN: U55209RJ2019PTC063884

Phone No. 0141-6667777

Email id: group.veto@gmail.com

	(c) Profits in lieu of salary under section 17(3) Income- tax Act, 1961					
2.	Stock Option	81			. ,	
3,	Sweat Equity	A SOUND A NEW YORK OLD	CONTRACT ON	Accessory of		
4.	Commission - as % of profit - others, specify					
5.	Others, please specify	27				
6.	Total (A)					
	Ceiling as per the Act					

B. Remuneration to other directors:

SI. No.	Particulars of Remuneration	Name of MD/WTD/ Manager	Total Amount
	Independent Directors - Fee for attending board committee meetings - Commission - Others, please specify		
	Total (1)		
	Other Non-Executive Directors • Fee for attending board committee meetings • Commission • Others, please specify		
WANTER STATES	Total (2)		
	Total (B)=(1+2)		
	Total Managerial Remuneration		
	Overall Celling as per the Act		A .

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Tonk Road, Jaipur-302018 CIN: U55209RJ2019PTC063884

Phone No. 0141-6667777 Email id: group.veto@gmail.com

C. Remuneration to Key Managerial Personnel Other Than MD /Manager /WTD

si.	Particulars of		Key Manager	ial Personnel		
no.	Remuneration		T-cral			
		CEO	Company	CFO	Total	
1.	Gross salary (a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961 (b) Value of perquisites u/s 17(2) Income-tax Act, 1961 (c) Profits in lieu of salary under section 17(3) Income-tax Act, 1961					
2.	Stock Option			**************************************		
3.	Sweat Equity					
4.	Commission - as % of profit - others, specify					
.	Others, please specify	3 -				
	Total					

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Tonk Road, Jaipur-302018

CIN: U55209RJ2019PTC063884

Phone No. 0141-6667777

Email id: group.veto@gmail.com

VI. PENALTIES / PUNISHMENT/ COMPOUNDING OF OFFENCES: NA

Туре	Section of the companies Act	Brief description	Details of Penalty/ Punishment/ Compounding fees imposed	Authority[RD /NCLT/Court]	Appeal made. If any(give details)
A. Company					
Penalty					
Punishment					
Compounding					
B. Directors					
Penalty					
Punishment					
Compounding					
C. Other Officers	In Default				
Penalty					
Punishment					
Compounding					

Place: Jaipur Dated: 05:09.2022 For & on behalf of the Board For Gurnani Resorts And Hotels Private Limited

Akshay Komar Gurnani

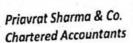
Director

DIN: 06888193

Dinesh Gurnani

Director

DIN: 00218635



C-347, First Floor Vaishali Nagar, Jaipur E-mail:capriavratsharma@gmail.com Mob. No: +91-9928241371



Independent Auditor's Report

TO THE MEMBERS OF GURNANI RESORTS AND HOTELS PRIVATE LIMITED

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of GURNANI RESORTS AND HOTELS PRIVATE LIMITED (the Company), which comprise the Balance Sheet as at March 31, 2021 and the Statement of Profit and Loss for the year then ended, and a summary of significant accounting policies and other explanatory information.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

The Company's Management is responsible for the preparation of these financial statements that give a true and fair view of the financial position, financial performance of the Company in accordance with the Accounting Standards notified under Section 133 of the Companies Act 2013, read with Rule 7 of the Companies (Accounts) Rules, 2014 and in accordance with the accounting principles generally accepted in India. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to froud or error.

AUDITORS' RESPONSIBILITY

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India:

(a) In the case of the Balance Sheet, of the state of affairs of the Company as at March 31, 2021;

(b) (b) In the case of the Statement of Profit and Loss, of the loss of the Company for the year

ended on that date.

GURNANI RESORTS AND HOTELS PRIVATE





Priavrat Sharma & Co. **Chartered Accountants**

C-347, First Floor Vaishali Nagar, Jaipur E-mail:capriavratsharma@gmail.com Mob. No: +91-9928241371



REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

1. As required by the Componies (Auditor's Report) Order, 2016 (the Order), as amended, issued by the Central Government of India in terms of sub section (11) of Section 143 of the Act, we give in the Annexure "A", a statement on the matters specified in paragraphs 3 and 4 of the Order.

2. As required by Section 143(3) of the Act, we report that:

a. We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit;

b. In our opinion, proper books of account as required by law have been kept by the Company so far as appears from our examination of those books.

c. The Balance Sheet, the Statement of Profit and Loss dealt with by this Report are in agreement with the books of account.

d. In our opinion, the Balance Sheet, the Statement of Profit and Loss comply with Accounting Standards notified under the Act Section 133 of the Companies Act, 2013, read with Rule 7 of the Companies (Accounts) Rules 2014.

e. On the basis of the written representations received from the directors as on March 31, 2021, taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2021, from being appointed as a director in terms of Section 164(2) of the Act.

F. With respect to the other matters to be included in the Auditors' Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

For Priavrat Slysma & Co.

riadrat Shanna

Partiter

Membership No.-076605

Registration Number: 008071C

Date: 21/09/2021 Place: Jaipur



Priavrat Sharma & Co. **Chartered Accountants**

C-347, First Floor Vaishali Nagar, Jalpur E-mail:capriavratsharma@gmail.com Mob. No: +91-9928241371



Annexure "A" to the Auditors' Report

The Annexure referred to in our report to the members of **GURNANI RESORTS AND HOTELS PRIVATE LIMITED** for the year Ended on 31.03.2021. We report that:

S.	Particulars	Auditors Remark
No. (i)	(a) whether the company is maintaining proper records showing full particulars, including quantitative details and situation of fixed assets;	Yes
	b) whether these fixed assets have been physically verified by the management at reasonable intervals; whether any material discrepancies were noticed on such verification and it so, whether the same have been properly dealt with in the books of	Yes
	account; (c) Whether the title deeds of immovable properties are held in the name of the company. If not, provide the details thereof;	Yes
(ii)	whether physical verification of inventory has been conducted at reasonable intervals by the management and whether any material discrepancies were noticed and if so,	NA
(iii)	Whether the company has granted any loans, secured or unsecured to companies, firms, Limited Liability Partnerships or other parties covered in the register maintained	No
	under section 189 of the Companies Act, 2013. If so, (a) whether the terms and conditions of the grant of such loans are not prejudicial to the	N.A.
	(b) whether the schedule of repayment of principal and payment of Interest has been	N.A.
	stipulated and whether the repayments or receipts are regular; (c) if the amount is overdue, state the total amount overdue for more than ninety days, and whether reasonable steps have been taken by the company for recovery of the principal and interest;	N.A.
(iv) ·	the section I section I	Yes
(v)	in case, the company has accepted deposits, whether the directives Issued by the Reserve Bank of India and the provisions of sections 73 to 76 or any other relevant provisions of the Companies Act, 2013 and the rules framed there under, where applicable, have been complied with? If not, the nature of such contraventions be stated; If an order has been passed by Company Law Board or National Company Law Iribunal or Reserve Bank of India or any court or any other tribunal, whether the same has been complied with or not?	N.A.
(vi) .	Whether maintenance of cost records has been specified by the Central Government under sub-section (1) of section 148 of the Companies Act, 2013 and whether such accounts and records have been so made and maintained.	N.A.
'vii)	(a) whether the company is regular in depositing undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, service tax, duty of customs, duty of excise, value added tax, cess and any other statutory dues to the appropriate authorities and if not, the extent of the arrears of outstanding statutory dues as on the last day of the financial year concerned for a period of more than six months from the date they became payable, shall be indicated;	Yes
	(b) where dues of income tax or sales tax or service tax or duty of customs or duty of excise or value added tax have not been deposited on account of any dispute, then the amounts involved and the forum where dispute is pending shall be mentioned. (A	S PRIVATE LIMITED



Priavrat Sharma & Co. **Chartered Accountants**

C-347, First Floor Vaishali Nagar, Jaipur E-mail:capriavratsharma@gmail.com Mob. No: +91-9928241371



-		N.A.
(viii)	Whether the company has defaulted in repayment of loans or borrowing to a financial institution, bank, Government or dues to debenture holders? If yes, the period and the amount of default to be reported (in case of defaults to banks, financial institutions, and Government, lender wise details to be provided).	
	the subjection of the control of the	N.A.
(ix)	Whether moneys rose by way of initial public offer or further public offer (including debt instruments) and term loans were applied for the purposes for which those are raised. If instruments) and term loans were applied for the purposes for which those are raised. If instruments and term loans were applied for the purposes for which those are raised. If any, as not, the details together with delays or default and subsequent rectification, if any, as not, the details together with delays or default and subsequent rectification.	
		No
(x)	whether any fraud by the company of any the year, If yes, the nature and the employees has been noticed or reported during the year, If yes, the nature and the	
	amount involved is to be indecised,	N.A.
(xi)	whether managerial remuneration has been paid or provided in accordance with the requisite approvals mandated by the provisions of section 197 read with Schedule V to the Companies Act? If not, state the amount involved and steps taken by the company the Companies Act? If not, state the amount involved and steps taken by the company	
	for securing fetung of the salties	N.A.
(xīi)	whether the Nidhi Company has complised whether the Nidhi Company is maintaining ten ratio of 1: 20 to meet out the liability and whether the Nidhi Rules, 2014 to meet out per cent unencumbered term deposits as specified in the Nidhi Rules, 2014 to meet out the liability;	
	whether all transactions with the related parties are in compliance with sections 177 whether all transactions with the related parties are in compliance with sections 177 whether all transactions with the related parties are in compliance with sections 177	Yes
(xiīi)	and 188 of Companies Act, 2013 White applicable accounting standards;	
	formation allotment or private placement of	No
(xiv)	shares or fully or partly convenible debendances as the Companies Act, 2013 have been to whether the requirement of section 42 of the Companies Act, 2013 have been complied with and the amount raised have been used for the purposes for which the complied with and the amount raised have been used for the purposes for which the details in respect of the amount involved and funds were raised. If not, provide the details in respect of the amount involved and	
*	title and non-cash transactions with directors of	No.
xv)	persons connected with him and it so, whether the	
	in day he registered under section 45-IA of the Reserve	No
(vi)	Whether the company is required to be registrated that the seen obtained. Bank of India Act, 1934 and if so, whether the registration has been obtained.	
		1.1





GURNANI RESORTS AND HOTELS PRIVATE LIMITED

4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018 CIN-U55209RJ2019PTC063884

Particulars	Note No	As At 31/03/2021 Amount (Rs)	As At 31/03/2020 Amount (Rs)
SSETS		(143)	VALUE VALUE
on-Current Assets			
TODERV Plant and m.	1		
		175,351,533.00	175,351,533.00
TIOICIAI ASSAI	6	25,993,967.44	11,987,075.11
Loans		23,333,307.77	11,001,010.11
Other financial assets			100
ou let DOD - current -			
Total Non-Current Assets			
	7	2,570,000.00	·
Current Assets		203,915,500.44	187,338,608.11
nveniones			
Financial Asset			
Trade receivables			
Cash and cash equivalents			
Other bank balances			
Other Current Asset	8	14,642.09	3,907,160.63
Total Current Assets			
	9	519,748.06	576,994,06
TOTAL ASSETS		534,390.15	4,484,154.69
•	A S		1,101,101.03
EQUITY AND LIABLITIES		204,449,890.59	191,822,762.80
Equity		-	
		840	
Equity Share capital			
Other equity	4	100,000	
Total Fourty	1 1	1,000,000.00	1,000,000.00
Liabilities	2	(267,604.41)	(96,765.20
Non-current I labitation		732,395.59	903,234.80
Financial liabilities			500,204.00
Borrowings			70
Total Non-current Links	2		
Current Liabilities	3	201,606,537.00	189,378,254.00
Financial liabilities		201,606,537.00	189,378,254.0
Borrowings	i i		1.0,0,0,0,0,0
Trade payables			
Borrowings	1 .		
Other current liabilities	4	52,038.00	9,500.0
Total Current Liabilities	5		-12777
- Content Liabilities	3	2,058,920.00	1,531,774.0
TOTAL FOURTY AND LIVE		2,110,958.00	1,541,274.0
TOTAL EQUITY AND LIABILITIES			
Ificant Accounting Policies and Notes to the Account		204,449,890.59	191,822,762.8

Significant Accounting Policies and Notes to the Accounts The Schedules referred to above form as an

As per our Audit report of even date.

For M/S Priavrat Sharma & Co Chartered Accountants

CA PRIAVRAT SHARMA

Partner\ M. No.: 076605 FRN NO.: 008071C Place: Jaipur

Dated: 21.09.2021

UDIN - 2107 6605 AAA AEN 5369

half of the Board of Directors

AKSHAY KUMAR GURNANI DIRECTOR DIN-06888193

DINESH GURNANI DIRECTOR DIN-00218635

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018

CIN-U55209RJ2019PTC063884

Statement of Profit and Loss for the Particulars	Note No	As At 31/03/2021 Amount (Rs)	As At 31/03/2020 Amount (Rs)
Revenue		ļitoj.	
Revenue from operations Other Income			
- Stiet moome			•
V. Expenses: III. Total Revenue (I +II)			•
Ost of material			
ost of materials consumed			
changes in inventories of finished goods, work-in-progress and Stock-in-			
Inployee beautiful and the state of the stat		1	
mployee benefit expense inancial costs		-	
Depreciation		422.54	
Depreciation and amortization expense Other expenses	10	133.54	
copenses			44,000,00
Y-t-1 F	11	170,705.67	
/ Profit has		170,839.21	14,000.00
V. Profit before exceptional and extraordinary items and tax			
VI Execution	III-IV	(170,839.21	(14,000.00
VI. Exceptional Items		1	1
VII. Profit had		1-8	
VII. Profit before extraordinary items and tax (V - VI)	1	V27-11-007	A versus sales and
VIII Extensi		(170,839.21	(14,000.00
VIII. Extraordinary Items	1		
IX Postular		-	
IX. Profit before tax (VII - VIII)			
		(170,839.2	(14,000.00
X. Tax expense:			
(1) Current tax		1	
(2) Deferred tax		1	
(2) Deletred lax	1	_	
VI DF-		-	
XI. Profit(Loss) from the perid from continuing operations	1		
VII Descrite		(170,839.2	(14,000.0
XII. Profit/(Loss) from discontinuing operations	1		
XIII. Tax expense of discounting operations			
		-	
XIV. Profit/(Loss) from Discontinuing operations (XII - XIII)			
	ì	-	
XV. Profit/(Loss) for the period (XI + XIV)			
		(170,839.	21) (14,000.
XVI. Earning per equity share:			
(1) Basic			
(2) Diluted		(1	.71) (0.
			.71) (0.

As per our Audit report of even date.

For M/S Priavrat Sharma & Co

CA PRIAVRAT SHARMA

Partner M.No.: 076605 FRN No.: 008071C Place : Jaipur

Dated: 21.09.2021

AKSHAY KUMAN GURNANI DIRECTOR DIN-06888193

DINESH GURNANI DIRECTOR DIN-00218635

GURNANI RESORTS AND HOTELS PRIVATE \IMITED

If of the Board of Die

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018

CIN:U55209RJ2019PTC063884

Particulars Balanco Sheet For the Year ended on 31.0	31/03/2021 Amount (In Rs.)	31/03/2020 Amount (in Rs.)
.1.1 SHARE CAPITAL		
Authorised	1 1	
1000000 Equity Shares of Rs.10/- each		
	10000000.00	10000000
Issued Subscribed & Pald up	10000000.00	10000000.
100000 Equity Shares of De 400		
100000 Equity Shares of Rs.10/- each fully paid up	1000000.00	1000000
	1000000.00	1000000

1.1 The Reconciliation of the number of sha

Particulars	As At 31st March, 2021		As At	t 31st March, 2020	
	No. of Shares	Amount	No. of Shares	Amount	
Equity Shares at the beginning of the year					
and issued during the year	100000	- 1000000.00	100000	1000000.00	
Shares Forfieted during the year	0	0.00	0	0.0	
Shares bought back during the year	0	0.00	o	0.00	
Equity Shares at the end of the year	0	0.00	o	0.00	
and the die year	100000	1000000.00	100000	1000000.0	

1.2 Terms/ Rights attached to Equity Shares

The Company has only one Class of Equity Shares having par value of Rs. 10/- per share. Each holder of equity shares is entitled to one vote per share.

1.3 The details of shareholders holding more than 5% sha

Name of Shareholders	As At 31st March, 2021		As At 31st March, 2020	
	No. of Shares	% of holding	No. of Shares	% of holding
Veto Electropower India Pvt Limited Mohan Das Gurnani Akshay Kumar Gurnani	61000 25000 9000	61% 25% 9%	61000 25000 9000	61 25

Particulars .	31.03.2021	31.03.2020
- Caracian	Amount (In Rs.)	Amount (In Rs.)
NOTE -2		(m Ks.)
Reserve & surplus		
Opening Balance	(96,765.20)	192 705 0
Add: Profit/(Loss) during the year	(170,839.21)	(82,765.2 (14,000.0
Section and the section of the secti		(14,000.0
	100 con 100	ME 755 0

Particulars	31.03.2021	31.03.2020
arocalara	Amount	Amount
NOTE-3	(In Rs.)	(In Rs.)
LONG TERM BORROWINGS	* 1	
Mohan Dan C	1	
Mohan Das Gurnani (Loan)	70,313.00	70,313.00
Mohan Das Gurnard (ECB Loan)	200,401,224.00	188,307,941.00
· Veto Electropower India Pvt Limited	1,135,000.00	1,000,000.00
Total	201,606,537.00	189,378,254.00
	201/00/001:00/	105,010,204.00
Particulars	31.03.2021	31.03.2020
NOTE	Amount	Amount
NOTE-4	(In Rs.)	(In Rs.)
TRADE PAYABLE		
Kallash Sharma	1 1	
Ramkaran Gurjar (Salary)	5,000.00	3,000.00
O.N. Advicem	,,,,,,,,	
Ashok Kumar Curi-		3,000.00
- Cliavrat Sharma & C. 1991	35 000 00	500.00
Dinesh Gumani Online Account	35,980.00	
Total	11,000.00	3,000.00
	58.00 52,038.00	
Particulars	32,038.00	9,500.00
	31.03.2021	31.03.2020
NOTE -5	Amount	Amount
OTHER CURRENT LIABILITIES	(ln Rs.)	(In Rs.)
RCM CGST Payble		
RCM SGST Payble		
RCM IGST Payble	3,924.00	3,924.0
TDS Payable (ECB & Other)	3,924.00	3,924.0
Provisions (CCB & Other)	323,460.00	323,460.0
	1,727,612.00	
Total		1,189,466.0
	2,058,920.00	11,000.0
	•	1,531,774.0
Particulars	24.00.00	
	31.03.2021 Amount	31.03.2020
NOTE -6	(in Rs.)	Amount
Tangibale Assets	(III Ka.)	(In Rs.)
Land at Jagatpura	1 .	
CapitalWork in Progress	. 475 054 544	
Opening Balance	175,351,533.00	175,351,533.0
-Add Addition during the year		
	•	
	25,993,967.44	11,987,075.1
	201,345,500.44	187,338,608.
Particulars	31.03.2021	
	Amount	31.03.2020
NOTE -7	(In Rs.)	Amount (In Rs.)
Other non - current assets	,	(iii Ka.)
Loans & Advances (Asset)		
Pink city build home Pvt itd		
Advance for Property .	2,570,000:00	_
	-10.000.00	

	31,03,2021	31.03.2020
Particulars	(In Rs.)	(In Rs.)
NOTE -8		
Cash & Bank Balance		
Dinesh Gumanl Online Account	1 - 1	199,598.00
Cash		3,309.00
Indian Overseas Bank CA (02/3986)	14,642.09	3,704,253.63
Total	14,642.09	3,907,160.63

Particulars	31.03.2021	31.03.2020
NOTE-9	(In Rs.)	(In Rs.)
OTHER CURRENT ASSETS		
IGST Receivables	73,948.26	73,948.2
Input on RCM CGST	3,924.00	3,924.0
Input on RCM SGST	3,924.00	3,924.0
Input on RCM IGST	323,460.00	323,460.0
Preliminary Expenses	114,491.80	171,737.8
Total	519,748.06	576,994.0

As per our Audit report of even date.

SHARM

For M/S Priavrat Sharma & Co.

Chartered Accountants

CA PRIAVRAT SHARMA

Partner M.No. : 076605 FRN No.: 008071C Place : Jaipur

Dated: 21.09.2021

On behalf of the Board of Directors

AKSHAY KUMAR GURNANI DIRECTOR

DIN-06888193

DINESH GURNANI DIRECTOR DIN-00218635

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

4TH FLOOR DAYS HOTEL PLOT NO 10, AIRPORT PLAZA SCHEME BEHIND RADISSON BLU TONK ROAD JAIPUR RJ 302018 CIN-U55209RJ2019PTC063884

Profit & Loss For the Year ended on 31.03.2021

Particulars	31.03.2021 Amount (In Rs.)	31.03.2020 Amount (In Rs.)
NOTE -10 Finance Cost Bank Charges	133.54	
Total	133.54	•

Particulars	31,03.2021	31.03.2020
raruculars	Amount	Amount
NOTE -11	(In Rs.)	(In Rs.)
Other Expensess		
Preliminary Expenses (1/5 of Tob) Eva Da 200440	57,245.67	
Salary Exp ROC Exp	•	
Books and Stationery Exp	9,000.00	3,000.0
Certification Exp.	260.00	
Festival Expenses	11,600.00 500.00	
Interest on ECB Loan	500.00	
MISC. EXP.	1,250.00	
Professional Fees	16,850.00	
Salary Account	63,000.00	
Audit Fees	11,000.00	11,000.0
Total	170,705.67	14,000.0

As per our Audit report of even date. For M/S Priavrat Sharma & Co.

Chartered Accountants

VRAT SHARMA

Partner M.No.: 076605 FRN No.: 008071C Place : Jaipur

Dated :21.09.2021

On behalf of the Board of Directors

AKSHAY KUMAR GURNANI DIRECTOR DIN-06888193

DINESH GURNANI DIRECTOR DIN-00218635

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 4TH Floor Days Hotel Plot No 10, Airport Plaza Scheme Behind Radisson Blu Tonk Road Jaipur RJ 302018 CIN-U55209RJ2019PTC063884

Note Forming Part of Accounts as on 31st March 2021

Note-12

Notes on Accounts and Significant Accounting Policies

- Company follows accrual system of accounting and recognizes income and expenditure on accrual basis except in case of Significant Uncertainties.
- 2. The company has not started business activity during the financial year 2020-21.
- 3. Earnings Per Share of the company as on 31.03.2021 is Rs. (1.71)
- 4. In Accordance with Accounting Standard- 22 "Accounting for Taxes on Income" Provision for Deferred Tax Liability has not been made as the company having Losses and there is no taxation liability as per provision of Law.
- Subject to confirmation from party's balances of sundry debtors, Advance &
 Deposits, Sundry creditors, Unsecured Loans & loan and advances etc. has been
 incorporated in the accounts as per the balance appearing in the books.

6. 31.03.2021 31.03.2020

(a) Loans & Advances due from directors: 20,04,71,537.00 18,83,78,254.00

(b) Loans & advance due from companies

Under the same management . 11,35,000.00 10,00,000.00

7. Remuneration to Directors:

NIL

NIL



GURNANI RESORTS AND HOTELS PRIVATE LIMITED

BHRECTOR

8. Remuneration to Auditors for

Statutory Audit:

11000.00

11000.00

- 9. Closing Balance of Unsecured Loan of Rs. 201,606,537.00 represent unsecured loan from the directors and companies in which directors & their relatives are interested is under the same management.
- 10. Other Additional Information requiredunder Schedule III of Companies Act 2013, are either NIL or N.A.
- 11. Previous year figures are regrouped/ rearranged in this year wherever necessary.

As per our annexed report of even date

For Priavrat Sharma & Co. Chartered Accountants

FRN No.: 008071C

Gurnani

Dinesh Gurnani

On behalf of the Board of Directors

Director DIN: 00218635

DIN: 06888193

CA Priavrat Sharma

Partner

M.No.:076605

Place: Jaipur

Date:21/09/2021

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

NOTICE

NOTICE OF THE 3rd ANNUAL GENERAL MEETING OF THE MEMBERS OF GURNANI RESORTS AND HOTELS PRIVATE LIMITED WILL BE HELD ON THE MEMBERS OF GURNANI RESORTS AND HOTELS PRIVATE LIMITED WILL BE HELD ON FRIDAY, THE 15th OCTOBER, 2021, AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT ATH TO SCHEME, BEHIND THE COMPANY SITUATED AT 4TH FLOOR, PLOT NO. 10, DAYS HOTEL, AIRPORT PLAZA SCHEME, BEHIND HOTEL RADISSON BLIL TONK DO TO TRANSACT THE HOTEL RADISSON BLU, TONK ROAD, DURGAPURA, JAIPUR-302018 AT 12.00 P.M. TO TRANSACT THE

ORDINAY BUSINESS:

1. To receive, consider and adopt the Audited Financial Statements of the Company for the financial vear ended 318 march 2024 year ended 31st march, 2021 together with the Reports of the Board of Directors and the Auditors

Regd. Office:

4th Floor, Plot No. 10, Days Hotel, Airport Plaza Scheme, Behind Hotel Radisson Blu, Tonk Road, Durgapura, Jaipur-302018.

Place: Jaipur Date: 21.09.2021

By order of the Board For Gurnani Resorts And Hotels Private Limited

Akshay Kumar Gurnani Director

DIN: 06888193

Dinesh Gurnani

Director DIN: 00218635

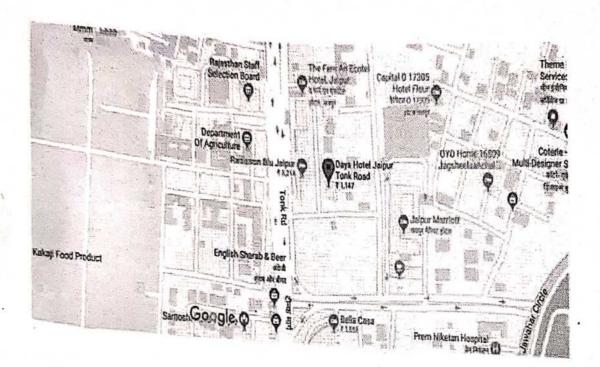
Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

NOTES:

- 1. A member entitled to attend and vote at the Annual General Meeting (the "Meeting") is entitled to account to attend and vote at the Annual General Meeting (the "Meeting") is entitled to appoint a proxy to attend and vote on a poll instead of himself / herself and the proxy need not to a tend and vote on a poll instead of himself / herself and the proxy need not to be a member of the company. A blank form is enclosed herewith and, if intended to be intended to be used, it should be returned duly completed at the registered office of the company not loss at company not less than Forty Eight Hours before the scheduled time of the commencement of
- 2. A person can act as a proxy on behalf of members not exceeding fifty and holding aggregate not more than ten percent of the total share capital of the company carrying voting rights. A member holding more than ten percent of the total share capital of the Company carrying voting rights are total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as a proxy for any other person or shareholder. The holder of proxy shall prove his identity at the time of attending the Meeting.
- 3. The instrument appointing the proxy, duly completed, stamped and signed, must be deposited at the Company's registered office not less than 48 hours before the commencement of the meeting. The Proxy Form for the AGM is enclosed herewith.
- 4. Members / proxies should bring the duly filled Attendance Slip/ Proxy Form enclosed herewith
- 5. In case of joint holders attending the Meeting, only such joint holder who is higher in the order
- 6. Corporate members intending to send their authorized representative(s) to attend the Meeting are requested to send to the Company a certified true copy of the relevant Board Resolution together with the specimen signature(s) of the representative(s) authorized under the said Board resolution to attend and vote on their behalf at the Meeting.

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

Route Map



GURNANI RESORTS AND HOTELS PRIVATELIMITED

DECTOR

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

DIRECTOR'S REPORT

To

The Members,

Your Directors have great pleasure in presenting their 3rd Annual Report on the business and operations of the company together with the Audited Accounts for the financial Year ended 31st March, 2021.

1. COMPANY PERFORMANCE

State of Company's Affairs

Company is a newly incorporated Company. The Company is in its initial stage and incurred loss of Rs. 170839.21/- where the expenses forms the major part of Profit and Loss a/c.

Financial Results

Particulars		Amount (Rs.
Total Income	As at March 2021	As at March 2020
Profit/(Loss) before Interest/ Depreciation/ Tax-(PBDIT)	-	= (
Less: Interest & Financial Charges	(1,70,705.67)	(14,000)
Less: Depreciation	(133.54)	
Profit before Tax (PBT)	•	-
Less: Provision for Taxation	(1,70,839.21)	(14,000)
Current	-	-
-Deferred	•	-
Profit after Taxation (PAT)	•	
Balance Carried Forward	(1,70,839.21)	(14,000)
Torward	-	7.00

▶ Dividend

In view of the loss the Board of Directors has decided not to recommend any dividend for the year

> Reserves

Since the Company has incurred a loss of Rs. 1,70,839.21/- there are no amount transferred to

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777

Email id: group.veto@gmail.com

There are no changes in the nature of the business of the company.

Material Changes and Commitments, if any, affecting the Financial Position of the Company which have occurred between the end of the Financial year of the Company to which the financial statements related and the date of report

There are no material changes and commitments that are affecting the Financial Position of the Company which have occurred between the end of the Financial year of the Company to which the financial statements related and the date of report.

Extract of Annual Return

As per the requirements of Section 92(3) of the Act and Rules framed thereunder, the extract of the annual return for FY 2019-20 is given in Annexure-I in the prescribed Form No. MGT-9.

Particulars of loans, guarantees or investments under section 186 of Companies Act, 2013

Loans, guarantees and investments covered under section 186 of Companies act, 2013 form part of the notes to financial statements provided in this annual report.

Particulars of contracts or arrangements with related parties Section 188[1] of Companies Act,

A particular of contracts or arrangements with related parties referred to in Section 188 (1) of the Companies Act, 2013, in the prescribed form AOC-2, is appended as Annexure-II to the Board's Report.

Details of the Significant and material orders passed by the regulators or courts or Tribunal

There are no significant and material orders that had been passed by any Regulators or by Courts or by Tribunal that impacts the going concern status and Company's operations in future.

Deposits

The details relating to deposits, covered under Chapter V of the Companies Act 2013 is given below.

Accepted during the year By Remained unpaid or unclaimed as at the end of the Year	
c) If there is any default in repayment of deposits or payment of interest the i. At the beginning of the Year	0
i. At the beginning of the Year	ereon during the year:
ii. Maximum during the year	0
iii. At the end of the year	. 0
iii. At the end of the year	

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

2. BUSINESS OPERATIONS

The company is engaged in the business of Accommodation services provided by Hotel, Inns, Resorts, holiday homes, hostel, etc. and release of Accommodation services provided by Hotel, Inns, Resorts, holiday homes, hostel, etc. and related Construction activities.

Restrictions on purchase by Company or giving of loans by it for purchase of its shares

The company has not bought its own shares as per Section 67 of the Companies Act, 2013.

> Share Capital

A. Issue of Equity Shares with differential rights

The company had not issued any Equity Shares having differential rights during the year.

B. <u>Issue of sweat equity shares</u>

The company had not issued any Sweat Equity Shares rights during the year.

C. Issue of employee stock options

The company had not issued any employee stock options during the year.

D. Provisions of money by Company for purchase of its shares by employees or by trustees for

The company does not have any provision of Money for purchase of its shares by employees or by trustees for the benefit of Employees.

Risks and Concerns:

- 1. Common Risks: Accidents in the work place, fires, tornadoes, and other natural disasters
- 2. Legal Risks: Fraud, Theft, etc
- 3. Uncertainties in financial markets
- 4. Material handling
- 5. Credit Risks
- 6. Outstanding Debtors
- 7. Political Risks
- 8. Competitors



Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

Risk Management

Risk is a probability or threats of damages, injury, liability, or any other negative occurrence that is caused by external or internal vulnerabilities and that may be avoided through preemptive action. Risk Management is a structured approach to manage uncertainty. A formal enterprise wide approach to Risk Management is being adopted by the Company and key risks will now be managed within a unitary framework. Key business risks and their mitigation are considered in the annual/ strategic business plans and in periodic management reviews.

> Internal Control System

The Company has in place proper and adequate internal control systems. Internal control system comprising of policies and procedures are designed to ensure reliability of financial reporting, timely feedback on achievement of operational and strategic goals, Compliance with policies, procedures, applicable laws and regulations, and that all the assets and resources are acquired economically, used efficiently and adequately protected.

The board has undertaken various measures to manage risks:

- 1. All business decisions will be made with the prior information and acceptance of risk involved;
- 2. All employees of the company shall be made aware of risks in their respective domains and their
- 3. The risk mitigation measures adopted by the company shall be effective in the long-term and to the extent possible be embedded in the business processes of the company.
- 4. Risk tolerance levels will be regularly reviewed and decided upon depending on the change in
- 5. The occurrence, progress and status of all risks will be promptly reported and appropriate actions

Details of Holding/ Subsidiary/ Joint Venture/ Associates

The company is subsidiary company of Veto Electropowers (India) Private Limited. Company does not have any Subsidiary, Joint Venture and Associates of the Company.

3. HUMAN RESOURCE MANAGEMENT

Managerial Remuneration

The company is not giving remuneration to any of its director.

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Tonk Road, Jaipur-302018

CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777

Email id: group.veto@gmail.com

> Particulars of Employees under Section 134 of the Companies Act, 2013

The provisions of section 134 of the Companies Act, 2013 read with the Companies (Accounts) Rules, 2014 as amended are not applicable to the company, as there are no employees whose remuneration is in excess of the limits prescribed.

4. DIRECTORS

During the period under consideration, there is no change in the constitution of Board.

Board Members are as follows:

- 1 .Mr. Mohan Das Gurnani
- 2. Mr. Akshay Kumar Gurnani
- 3. Mr. Dinesh Gurnani

> No of Meetings of the Board

Four Board meeting were held during the year 2020-21 and the gap between two meetings did not exceed 120 days. The dates on which the Board Meeting was held are as follows:

Detail of Board Meetings held:

Sr. No.	Date of Board Meeting	Board Strength	T
1		board Strength	No. of Directors Present
-	22.06.2020	3	3
2	20.07.2020	3	
3	16.10.2020	2	3
4	15.12.2020	3	3
		3	3
5	05.03.2021	3	3

Directors' Responsibility Statement

Pursuant to the requirements under Section 134 (5) of the Companies Act, 2013 with respect to the Directors' Responsibility Statement, it is hereby confirmed that:

- in the preparation of the annual accounts for financial year ended March 31, 2021, the applicable Accounting Standards had been followed along with proper explanation relating to material departures;
- ii. the Directors had selected such accounting policies and applied them consistently and made judgments and estimates that are reasonable and prudent so as to give a true and fair view of the

192

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Tonk

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777

state of affairs of the Company as at March 31, 2021 and of the profit of the Company for the year under review;

- iii. the Directors had taken proper and sufficient care for the maintenance of adequate accounting records in accordance with the provisions of the Companies Act, 2013 for safeguarding the assets of the company and for preventing and detecting fraud and other irregularities; and
- iv. the Directors had prepared the annual accounts for financial year ended March 31, 2021 on a 'going concern' basis
- v. the Directors had laid down the internal financial controls to be followed by the company and that such internal financial controls are adequate and were operate effectively.
- vi. the Directors has devised proper systems to ensure compliance with the provisions of all applicable laws and that such systems were adequate and operating effectively.

5. AUDITORS

M/s Priavrat Sharma & Co (FRN: 008071C), Chartered Accountants, Jaipur was appointed as First Auditor of the Company in the first board meeting of the company to hold the office of the Statutory Auditors of the Company from the conclusion of first Board Meeting until the conclusion of the ensuing Annual General Meeting on such remuneration as may be fixed by the Board of Directors of the Company in consultation with the Auditors."

In the 1st AGM, M/s Priavrat Sharma & Co (FRN: 008071C), Chartered Accountants, Jaipur is appointed as Statutory Auditor of the company for a term of five years starting from the conclusion of 1st Annual General Meeting held until the conclusion of 6th consecutive Annual General Meeting of the Shareholders of the Company and to conduct the Statutory Audit for the period ended 31.03.2021.

The Company has received a certificate from them to the effect that their re-appointment, if made, would be within the limits prescribed under section 141(3) of the Companies Act, 2013. The observations made by the auditors are self-explanatory and do not require any further clarification.

> Auditor's Report

The Auditor's Report has been annexed along with this report.

GURNANI RESORTS AND HOTELS PRIVATE LIN

RIRECTOR

93

GURNANI RESORTS AND HOTELS PRIVATE LIMITED 4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Tonk

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884 Phone No. 0141-6667777 Email id: group.veto@gmail.com

6. CONSERVATION OF ENERGY, TECHNOLOGY ABSORPTION AND FOREIGN EXCHANGE EARNINGS AND OUTGO

- A) Conservation of Energy: Nil
- B) Technology Absorption: Nil
- C) Foreign Exchange earnings and outgo: The Company has no foreign exchange earnings and no outgo transactions of during the current financial year
- D) External Commercial Borrowings (ECB): The Company has taken ECB of Rs 1,20,93,283/- during the current financial year.

ACKNOWLEDGEMENT

Your Directors takes this opportunity to convey their deep sense of gratitude for valuable assistance and Co-operation extended to the Company by all shareholders and Bankers of the Company.

Your Directors also wish to place on record their sincere appreciation for the valued contribution, unstinted efforts and spirit of dedication shown by the Company employees, officers and the executives at all levels which contributed, in no small measure, to the progress and the high performance of the Company during the year under review.

For & on behalf of the Board For Gurnani Resorts and Hotels Private Limited

Akshay Kumar Gurnani

Director

DIN: 06888193

Place: Jaipur Dated: 21.09.2021 Dinesh Gurnani Director

DIN: 00218635

GURHANI RESORTS AND HOTELS PRWATE LIMITED

DIRECTOR

Annexure I

Form No. MGT-9

[Pursuant to section 92(3) of the Companies Act, 2013 and rule 12(1) of the Companies (Management and Administration) Rules, 2014]

I. REGISTRATION AND OTHER DETAILS:

i.	CIN	U55209RJ2019PTC063884
ii.	Registration Date	05/02/2019
iii.	Name of the Company	GURNANI RESORTS AND HOTELS PRIVATE LIMITED
iv.	Category / Sub-Category of the Company	Company limited by Shares/ Non-govt company
٧.	Address of the Registered office	4 th Floor, Plot No 10, Days Hotel, Airport Plaza Scheme, Behind Radisson Blu, Tonk Road,
vi.	Address of the Corporate office	Durgapura, Jaipur- 302018 4th Floor, Plot No 10, Days Hotel, Airport Plaza Scheme, Behind Radisson Blu, Tonk Road,
vii.	Mail ID and Contact details	Durgapura, Jaipur- 302018 group.veto@gmail.com
viii.	Whether listed company	0141-6667750 No
ix.	Name, Address and Contact details of Registrar and Transfer Agent, if any	

II. PRINCIPAL BUSINESS ACTIVITIES OF THE COMPANY

All the business activities contributing 10 % or more of the total turnover of the company shall be stated:- NA

No.	Name and Description of main	NIC Code of	% to total turnover of the	
P	roducts / services	the Product/	company.	
ı	NA			

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

ORECTOR

III. PARTICULARS OF HOLDING, SUBSIDIARY AND ASSOCIATE COMPANIES

Sr. No.	e company	CIN/GLN	Holding/ Subsidiary /Associate	% of share s held	Applica ble Section
4,	Veto Electropower (India) Private Limited Add: 4th Floor, Plot No 10, Days Hotel, Airport Plaza Scheme, Behind Radisson Blu, Tonk Road, Durgapura, Jaipur- 302018	U31909MH2007PT C168956	Holding	61.00%	Section 2(46)

IV. SHARE HOLDING PATTERN (Equity Share Capital Breakup as percentage of Total Equity)

i. Category-wise Share Holding

Category of Shareholders	No. of beginn	Shares he	eld at the year		No. end	% Change during the			
A. Promoter	Dema t	Physica I	Total	% of Total Shares	Dem at	Physical	Total	% of Total Shares	year
1) Indian			4				3 N 33	Silares	
a) Individual/ HUF	0	9000	9000	9.00%	0	9000	9000	9.00%	
b) Central Govt	0	0	0	-	-				
c) State Govt(s)	0	0	0	0	0	0	0	0	
d) Bodies Corp	0	61000	61000	0	0	0	0	0	
e) Banks / FI	0	0	0	61.00%	0	61000	61000	61.00%	0
f) Any Other	0	0	0	0	0	0	0	0	
Sub-total(A)(1):-	0	70000	70000	0	0	0	0	0	
2) Foreign		70000	70000	70.00%	0	70000	70000	70.00%	0
g) NRIs- Individuals	0	30000	30000	30.00%	0	30000	30000	30.00%	
h) Other- Individuals	0	0	0	0	0	0	0	0	-
) Bodies Corp.	0	0	0	0	0				
) Banks / FI	0	0	0	0	0	0	0	0	
k) Any Other	0	0	0	0	0	0	0	0	
				<u> </u>	U	0	0	0	

Sub-total (A)(2):-	0	30000	30000	30.00%	0	30000	30000	30.00%	191
Total Promoter Shareholding (A)=(A)(1)+ (A)(2)	0	100000	100000	100.00%	0	100000	100000	100.00%	0
B. Public	11112	No.		Eliment State				With the section	and the same of
Shareholding			-						
1. Institutions	A STATE OF THE PARTY OF	medicili seriode	141 CHE (1911)	The state of the s	10004	100000000000000000000000000000000000000	(Collection contribute		100
a) Mutual Funds	0	0	0	0	0	0	0		GSK"
b) Banks / FI	0	0	0	0	0	0	0	0	
c) Central Govt	0	0	0	0	0	0		0	••
d) State Govt(s)	0	0	0				0	0	(- Ju
e) Venture	0	0		0	0	0	0	0	7
Capital Funds		"	0	0	0	0	0	0	5-
f) Insurance	0	0	-	-	_				
Companies		"	0	0	0	0	0	0	-
g) Fils	0	0	-	-					
h) Foreign	0	0	0	0	0	0	0	0	-
Venture		0	0	0	0	0	0	0	
Capital Funds									
i) Others (specify)	0	0	+	-					
	0	0	0	0	0	0	0	0	-
Sub-total (B)(1)		0	0	0	0	0	0	0	
2. Non		-	-						-
Institutions									
a) Bodies Corp.	0	-	-						
(i) Indian		0	0	0	0	0	0	0	
(ii) Overseas									
b) Individuals	0	+		-					
	Ü	0	0	0	0	0	0	0	
(i) Individual								0	
shareholders				1		ł	1		
holding nominal			1		1				
share capital	4		1				}		
upto Rs. 1 lakh	,		1	1	1	1			
	ř	1							
(ii) Individual	5		1			1			
shareholders									
holding nominal							1		
share capital in									
excess of Rs 1	7		1	1					
lakh			1					1	
) Others(Specify	0	0	+-						1
)		"	0	0	0	0	0	0	
Sub-total (B)(2)	0	0	-						
			0	0	0	0	0	0	-

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

DIRECTOR

Total Public Shareholding (B)=(B)(1)+ (B)(2)	0	0	0	0	0	0	0	U	-
C. Shares held by Custodian for GDRs & ADRs	0	0	.0	0	0	0	0	0	-
Grand Total (A+B+C)	0	100000	100000	100	0	100000	100000	100	0

il.Shareholding of Promoters

r. 10	Shareholder's Name	begin	eholding at ining of the	the year	Sharehol			
1		No. of Shares	% of total Shares of the company	%of Shares Pledge d / encum be red to total shares	No. of Shares	% of total Shares of the compa ny	%of Shares Pledged / encumb e red to total	% change in share holding during the year
	Veto Electropower India Pvt. Ltd.	61000	61.00%	-	61000	61.00%	shares -	
2.	Renu Gurnani	5000	5.00%					
3.	Mohan Das	25000		-	5000	5.00%	-	
_	Gurnani	25000	25.00%	-	25000	25.00%	-	
4.	Mr. Akshay Kumar Gurnani	9000	9.00%	-	9000	9.00%	-	-
	Total	100000	100	+	100000			

iii.Change in Promoters' Shareholding (please specify, if there is no change)- No change

ir.	beginning	ding at the	Cumulative Shareholdin		
10		of the year	during the year		
At the beginning of the year Date wise Increase / Decrease in Promoters Share holding during the	No. of shares	% of total shares of the company		% of total shares of the company.	

year specifying the reasons for increase	
/ decrease (e.g. allotment /	
transfer / bonus/ sweat equity etc):	
The state of the s	11 3
At the End of the year	1

V. INDEBTEDNESS

Indebtedness of the Company including interest outstanding/accrued but not due for

	Secured Loans excluding	Unsecured Loans	Deposits	Total Indebtedness
Indebtedness at the beginning of the financial year	deposits			
i) Principal Amount ii) Interest due but not paid iii) Interest accrued but		18,93,78,254 -	-	18,93,78,254 -
not Total (i+ii+iii)		7	-	:
Change in Indebtedness during the financial year - Addition - Reduction	-	1,22,28,283	-	18,93,78,254 12,228,283
Net Change Indebtedness at the	-	1,22,28,283	-	1,22,28,283
end of the financial year i) Principal Amount ii) Interest due but not paid iii) Interest accrued but not due	-	201,606,537 - -	-	201,606,537 -
Total (i+ii+iii)		201,606,537		201,606,537

VI. REMUNERATION OF DIRECTORS AND KEY MANAGERIAL PERSONNEL- NIL

A. Remuneration to Managing Director, Whole-time Directors and/or Manager

SI. No.	Particulars of Remuneration	Nam	e of MD		_ Total
140.			Manage	er	 Amount
	(a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961				
	(b) Value of perquisites u/s 17(2) Income-tax Act, 1961				
	(c) Profits in lieu of salary under section 17(3) Income- tax Act, 1961				
2.	Stock Option		-		
3.	Sweat Equity		-	-	
4.	Commission - as % of profit - others, specify		-		
5.	Others, please specify	-			
6.	Total (A)			_	
	Ceiling as per the Act				1

B. Remuneration to other directors:

No.	Particulars of Remuneration	Name of MD/WTD/	Total
	Independent Directors	Manager	Amount
	ree for attending board committee meetings		
	Commission Others, please specify		
7.	Total (1)	Market State Control of the Control	

meetings Commis						
Total (2)		NA COMPANY E	STORES PRO			
Total (B)=	(1+2)		Carlotte	10.65,049		
Total Ma	nagerial Remuneration				Page 1	
Overall C	eiling as per the Act					2

C. Remuneration to Key Managerial Personnel Other Than MD / Manager / WTD

SI. no.	Particulars of Remuneration		Key Manager	ial Personne	el
		CEO	Company	CFO	Total
1.	Gross salary (a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961 (b) Value of perquisites u/s 17(2) Income-tax Act, 1961 (c) Profits in lieu of salary under section 17(3) Income-tax Act, 1961		Secretary		
2.	Stock Option	-			
3.	Sweat Equity	+	-		
4.	Commission - as % of profit - others, specify				
5,	Others, please specify				
5.	Total			i Terri	

VII. PENALTIES / PUNISHMENT/ COMPOUNDING OF OFFENCES: NA

	Section of the companies Act	Brief description	Details of Penalty/ Punishment/ Compounding	Authority[RD /NCLT/Court]	Appeal made. If any(give details)
A. Company	1	- C	fees imposed		
Penalty		The state of the s			国民主义的
Punishment			Carry Andrews Care		
Compounding		1110			
B. Directors		Str. Sincere		18871 18 11	100000000
Penalty					
Punishment	-				100
Compounding					
C. Other Officers				-500 mm =2	
Penalty	Default				
Punishment		* ** 104-4 11/19 1-2	Contract Contract (Contract of Contract of		
Compounding	-				

For & on behalf of the Board

For Gurnani Resorts And Hotels Private Limited

Akshay Kumar Gurnani Director

DIN: 06888193

Place: Jaipur Dated: 21.09.2021 Dinesh Gurnani

Director

DIN: 00218635

002

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

4th Floor Days Hotel Plot No 10, Airport Plaza Scheme, Behind Radisson Blu, Tonk

Road, Jaipur-302018 CIN: U55209RJ2019PTC063884

Phone No. 0141-6667777

Email id: group.veto@gmail.com

ANNEXURE-II Form No. AOC-2

(Pursuant to clause (h) of sub-section (3) of section 134 of the Act and Rule 8(2) of the Companies
(Accounts) Rules, 2014)

Form for disclosure of particulars of contracts/arrangements entered into by the company with related parties referred to in sub-section (1) of section 188 of the Companies Act, 2013 including certain arms length transactions under third proviso thereto

1. Details of contracts or arrangements or transactions not at arm's length basis:

There were no contracts or arrangements or transaction entered during the year ended March 31, 2021, which was not at arm's length basis.

2. Details of material contracts or arrangement or transactions at arm's length basis:

Name of Related Party	Nature of Contract	Nature of Relationship	Duration of contract	Salient terms	Balance Amount
Mohan Das Gurnani (ECB Loan)	Long Term borrowings	Director	Ongoing	Loan Taken during the year 2019-20 Rs. 18,83,07,941 Loan Taken during the year 2020-21	20,04,01,224
Mohan Das Gurnani (Loan) Veto	Long Term borrowings	Director	Ongoing	Rs.12,093,283 Loan Taken during the year 2020-21	70,313
Electropowers (India) Private Limited	Long Term borrowings	Holding company	Ongoing	Loan Taken during the year 2019-20 Rs.10,00,000 Loan Taken during the year 2020-21 Rs.1,35,000	11,35,000

For & on behalf of the Board

For Gurnan Resorts and Hotels Private Limited

Akshal Kumar Gurnani

Director

DIN: 06888193

Place: Jaipur Dated: 21.09.2021 Dinesh Gurnani

Director

DIN: 00218635

GURNANI RESORTS AND HOTELS PRIVATALIMITED

DIRECTOR

GURNANI RESORTS AND HOTELS PRIVATE LIMITED

4th Floor, Plot No. 10, Days Hotel, Airport Plaza Scheme, Behind Hotel Radisson Blu,

Tonk Road, Durgapura, Jaipur-302018 CIN: U55209RJ2019PTC063884

Phone No. 0141-6667777

Email id: group.veto@gmail.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF GURNANI RESORTS AND HOTELS PRIVATE LIMITED HELD FOR THE FINANCIAL YEAR 2023-24 ON FRIDAY, THE 10th DAY OF MAY, 2024 AT 4th FLOOR, PLOT NO. 10, DAYS HOTEL, AIRPORT PLAZA SCHEME BELLING COMMENCED AT SCHEME, BEHIND HOTEL RADISSON BLU, TONK ROAD, DURGAPURA, JAIPUR-302018 COMMENCED AT 03:00 P.M AND CONCLUDED AT 04:00 P.M.

ALLOTMENT OF LEASE/FREEHOLD BASIS LAND

"RESOLVED THAT that the Company Gurnani Resorts and Hotels Private Limited, may apply to the Jaipur Development Authority (JDA) for allotment of Lease/Freehold basis land measuring 3 hectare [3000 Sqm] out of the land owned by the Jaipur Development Authority in Khasra No. 99 Village Chak Jaisingh Nagar, Patwar Halka Chitapukalan Tehsil Amer, Jaipur lying adjacent to the existing and of 15 hectares under freehold patta obtain from the JDA. The required 3 hectare land is in South, existing land of the

RESOLVED FURTHER THAT Mr. Akshay Kumar Gurnani, Director of the Company be and is hereby authorized to submit application, to execute all necessary documents, sign on agreements and instruments, deeds but not limited to the freehold deed, on behalf of the Company to effectuate the said allotment, subject to compliance with all applicable laws and regulations."

Signature Is Attested As Below

Mr. Akshay\Kumar Gurnani

CERTIFIED TO BE TRUE

For Gurnani Resorts and Hotels Private Limited

Dinesh Gurnani

Director

DIN: 00218635

Regd. Office: Plot No.10, Hotel Days, 4th Floor, Airport Plaza Scheme Durgapura, Tonk Road, Jaipur-302 004

PROJECT REPORT

ON

RESORTS & HOTEL INDUSTRY

Regd. Office: Plot No.10, Hotel Days, 4th Floor, Airport Plaza Scheme Durgapura, Tonk Road, Jaipur-302 004

Project Report

Cost of project

S.NO	PARTICULARS	Amount (Rs. in Crores)
01	Land [Owned]	16.80
02	Building	81.00
03	Plant & Machineries and Kitchen Equipment Cost	51.24
04	Furniture & Fixtures & Elevators Cost	51.39
05	Miscellaneous Fixed Assets Cost	22.02
06	Preliminary & Pre-Operative Cost	26.88
07	Interest During Construction (IDC)	26.19
80	Contingencies	22.74
09	Working Capital Margin	1.74
1	Total	300.00

Source of funds

S.NO	PARTICULARS	Amount
01	Equity/USL	(Rs. in Crores)
02	Bank Loan	100.00
	Total	200.00
	, 51 61	300.00

GURNANI RESORTS AND HOTELS PRIVAXE LIMITED

DRECTOR

Regd. Office: Plot No.10, Hotel Days, 4th Floor, Airport Plaza Scheme Durgapura, Tonk Road, Jaipur-302 004

Details of Building:

Particulars	Area	Amount
	(sq. mtr.)	(Rs. in Crores)
Construction of hotel building having 250 rooms with Restaurant, Banquet Hall, Kitchen, BR, Reception and other facilities – fully furnished	30000.00	78.00
Add : Contingency	-	3.00
Total		81.00
Say Rs. in Lacs		8100.00

Details of Plant & Machinery

S.no	Name of Plant & Machinery	Amount
01	Water Treatment Plant	(Rs. in Crores)
02	Sewerage Treatment Plant	1.11
03	Centralized Hot water system	0.59
04	Pool plant room	1.03
05.	Fire Plant room	1.11
06.	Plumbing Drainage & water supply	0.59
07.	Fire Fighting	9.54
08.	200 KVA Diesel Generator (2 Qty)	4.77
09.	1000 KVA Diesel Generator	1.50
10.	Fire Alarm System	0.74
11.	Public Addressable System	1.11
12.	ELV System (Data +Telephone +Wi-Fi)	0.63
13.	UPS UPS	1.47
14.	CCTV	0.34
15.	Other Expenses	3.31
16.	Kitchen Equipment Cost	8.40
	Total	15.00
	Say Rs. in Lacs	51.24
	- Co	5124.00

Regd. Office: Plot No.10, Hotel Days, 4th Floor, Airport Plaza Scheme Durgapura, Tonk Road, Jaipur-302 004

Details of Furniture & Fixtures & Elevators Cost

S.No	Name	Amount
		(Rs. in Crores)
1.	Room Furniture	35.00
2.	Room POP and Paint	7.35
3.	CP Fittings, Lights, Sanitary Ware, Wallpaper, Door Locks	5.04
4.	Elevators	4.00
	Total	51.39
	Say Rs. in Lacs	5139.00

Details of Employees:

Manpower	No.
General Manager	1
Director of Rooms	1
Assistant Director	1
Office Managers	2
Assistant office Managers	4
House Keeping	15
Waiter /Waitress	50
Security Guards	74
Laundry	51
Front office staff	20
Finance department	35
Plumber and Electrician	10
Others	20
Total number of employment	100
Total number of employment	383

Regd. Office: Plot No.10, Hotel Days, 4th Floor, Airport Plaza Scheme Durgapura, Tonk Road, Jaipur-302 004

Outsourced	50
Total Number of Employments	433

Yearly Proposed Goods and Service Tax Collection from the Hotel (On the basis of Projection for 2027):

No. of Rooms	_	250
ARR	-	30000
Occupancy in %	-	35%
Total Revenue/Room	-	95.81 Crore Rupees
Total Revenue F&B	-	53.85 Crore Rupees
Total Revenue - Banquet	<u> </u>	53.65 Crore Rupees
Total Revenue	-	203.31 Crore Rupees
GST 12%		
CGST 6%		12.20 Crore Rupees
SGST 6%		
		12.20 Crore Rupees

Interest to be earned by Bank Total Loan of RS 150 Crore @ 9.50%

14.25 Crore Rupees

GURNANI RESORTS AND HOTELS PVT. LTD.

Regd. Office: Plot No.10, Hotel Days, 4th Floor, Behind Radisson Blu, Airport Plaza Scheme, Durgapura, Tonk Road, Jaipur-302 018

CIN: U55209RJ2019PTC063884

Phone: 0141-6667777

Ref: GHPL/2024-25/

Dated: 10-05-2024

श्रीमान अतिरिक्त आयुक्त (एल.पी.सी.) जयपुर विकास प्राधिकरण, जयपुर ।

जयपुर विकास प्राधिकरण द्वारा रिसोंट के लिये ग्राम जुगलपुरा तहसील आमेर में फी-होल्ड पट्टे के अर्न्तगत लिये गये भूखण्ड के पास स्थित जविप्रा के स्वामित्व के खसरा सं. 99 ग्राम चक जयसिंनगर में से 3.00 हैक्टेयर भूमि रिसींट विस्तार के लिये आवंटित करने के संबंध में

महोदय.

हमें जयपुर विकास प्राधिकरण द्वारा ग्राम जुगलपुरा तहसील आमेर, जिला जयपुर में स्थित खसरा सं. 622/737, 623/738, 783/622 एवं खसरा सं. 782/622 कुल भूमि 149992. 26 वर्गमीटर भूमि का फी-होल्ड पट्टा दिनांक 14.07.2023 को जारी किया गया था जिसकी प्रतिलिपि इस पत्र के साथ संलग्न कर प्रेषित की जा रही है।

उक्त रिर्सोट की योजना के विस्तार के लिये हमें उक्त पट्टा शुद भूखण्ड के खसरा सं. 783/622 के दक्षिण दिशा की तरफ लगती हुई जयपुर विकास प्राधिकरण के स्वामित्तव की खसरा सं. 99 ग्राम चक जयसिंनगर (पटवार हल्का चिताणुकलां तहसील आमेर) की भूमि में से करीब 30000 वर्गमीटर भूमि की आवश्यकता है जो की संलग्न मानचित्र में विस्तार से दर्शायी गई है। उक्त खसरा 99 की जयपुर विकास प्राधिकरण की भूमि में से एप्रोच रोड से प्रस्तावित 3 हैक्टेयर आवेदित भूमि तक 30 फुट चौड़े रसते की सुविधा वे ऑफ राईट के रुप में उपलब्ध कराई जावे जिसे उक्त भूखण्ड पर आवागमन की सुविधा उपलब्ध हो सके।

उक्त 15 हैक्टेयर प्लस प्रस्तावित 3.00 हैक्टेयर जयपुर विकास प्राधिकरण की भूमि प्राप्त कर कुल 18 हैक्टेयर पर नियमानुसार रिर्सोट/पर्यटन इकाई का निर्माण किया जायेगा। हमारा प्रस्ताव यहाँ पर एक विश्व-स्तरीय रिसींट/पर्यटन केन्द्र विकसित करने का है। इसके निर्माण से निम्न प्रकार से आर्थिक निवेश एवं रोजगार उपलब्ध होगा :--

- उक्त प्रस्तावित प्रोजेक्ट में आवेदक द्वारा लगभग रु.350.00 करोड के निवेश करने (1) का अनुमान है।
- निर्माण कार्य के दौरान लगभग 200 व्यक्तियों (कारीगर/मिस्त्री/अभियन्ताओ एवं (2)श्रमिकों) को लगभग 2 से 3 वर्ष का रोजगार उपलब्ध होगा ।
- निर्माण कार्य के पश्चात रिर्सोट आरम्भ होने पर लगभग 400 व्यक्तियों को (3)प्रत्यक्ष / अप्रत्यक्ष रुप से रोजगार उपलब्ध हो सकेगा।

लगातार2

GURNANI RESORTS AND HOTELS PVT. LTD.

Regd. Office: Plot No.10, Hotel Days, 4th Floor, Behind Radisson Blu, Airport Plaza Scheme, Durgapura, Tonk Road, Jaipur-302 018

CIN: U55209RJ2019PTC063884

Phone: 0141-6667777

::: 2 :::

इस प्रकार स्थल के नियोजित विकास के साथ साथ प्रदेश में एक विश्व स्तरीय पर्यटन इकाई उपल्बंध हो सकेगी। इस पत्र के साथ आवेदन शुल्क के रु. 5000/- का भुगतान जरिये चैक सं. 000018 दिनांक 09.05.2024 का संलग्न कर प्रस्तुत किया जा रहा है साथ ही मौके के नक्शे, कन्दुर प्लान, आवेदित भूमि का नक्शा, सर्वे प्लान, जयपुर विकास प्राधिकरण के स्वामित्व की भूमि खसरा संख्या 99 की जमाबन्दी की नकल आदि आवेदन पत्र के साथ संलग्न किये जा रहे है।

इसके अलावा अन्य किसी भी दस्तावेज की सूचना चाही जायेगी वह भी प्रार्थी द्वारा तत्काल रुप से उपलब्ध करवा दी जायेगी।

अतः आपसे निवेदन है कि उक्त आवेदित भूमि 30000 वर्गमीटर हमें 99 वर्ष की लीज / फ़ी-होल्ड पट्टे के आधार पर आवंटित की जावे इस संबंध में जो भी शुल्क देय होगें प्राथी जमा करवाने के लिये तैयार है।

सधन्यवाद,

भवदीय

वास्ते : गुरनानी रिर्सीट एण्ड होटल्स प्रा.लि.

DIRECTOR

संलग्नः उपरोक्तानुसार

GURNANI RESORTS AND HOTELS PVT. LTD.

Regd. Office: Plot No.10, Hotel Days, 4th Floor, Behind Radisson Blu, Airport Plaza Scheme, Durgapura, Tonk Road, Jaipur-302 018

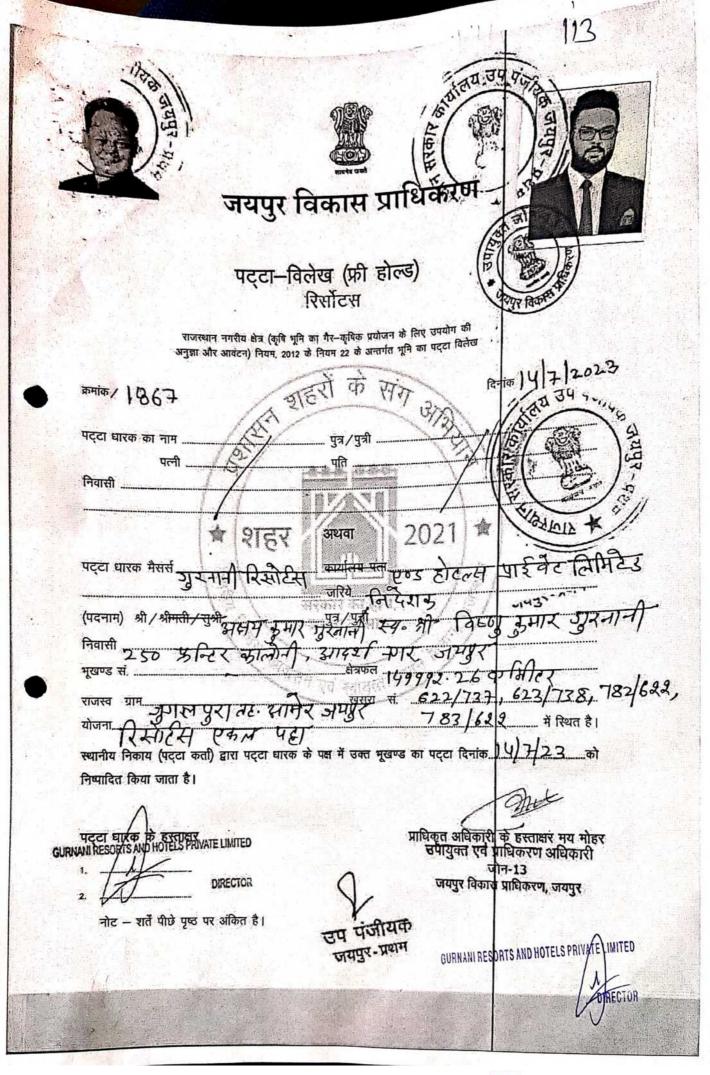
CIN: U55209RJ2019PTC063884

Phone: 0141-6667777

संलग्न दस्तावेजों की सूची

- 1. जयपुर विकास प्राधिकरण द्वारा जारी फी—होल्ड पट्टा दिनांक 14.07.2023 की प्रतिलिपी मय साईट-प्लान
- 2. ग्राम चक जयसिंहनगर में जयपुर विकास प्राधिकरण के स्वामित्व की खसरा सं. 99 की भूमि किस्म गैर मुमकिन पहाडी के जमाबन्दी एवं खसरा नक्शा राजस्व रिकार्ड की प्रतिलिपी।
- 3. खसरा स. 99 की कुल भिम में से प्रार्थी द्वारा आवंटन के लिये चाही गई भूमि 3 हैक्टेयर का मानचित्र।
- 4. प्रार्थी के पट्टे की भूमि 15 हैक्टेयर का खसरा नक्शा प्रतिलिपि ।
- संबंधित भूमि की मास्टर प्लान में स्थिति। 5.
- 6. प्रस्तावित 3 हैक्टेयर भूमि जयपुर विकास प्राधिकरण से प्राप्त करने संबंधी आवेदन कम्पनी के संचालक मण्डल के प्रस्ताव एवं इसके लिये संचालक श्री अक्षय कुमार गुरनानी को अधिकृत करने के निर्णय की प्रमाणित प्रतिलिपी।
- कम्पनी द्वारा आवेदन शुल्क रुपये 5000/- जरिये चेक सं. 000018 दिनांक 09.05. 7. 2024 सचिव, जयपुर विकास प्राधिकरण के पक्ष में ।

Document Type : Rejasthan Land Revenue Act. 1956 under 90 2 Face Value : ₹ 31900000 Evaluated Value 6 Ord-Registration Fee : ₹ 319000 Fee for Memorandam \$5.64 \$7.00 CSI : ₹ 300 Certified copying (essus 57 \$7.00) Stamp (Memorandum) : ₹ Reg (memorandum) ₹ 1914000 Surcharge : ₹ 574200 Stamp Outy		F	ee Receipt rm No. 9 (Rule 75 & 131) Print Dale	26-07-2023 4.02 PM : 26/07/2023
Ord-Registration Fee : ₹ 319000 Fee for Memorandam \$ 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Name Address Document Type	: AKSHAY KUMAR	Document S No.	Will-1
CSI : ₹ 300	Face Value		Evaluated Value	A- /
Total Amount : 280,7500	Ord-Registration Fee CSI Stamp (Memorandum) Surcharge Penalty Us_25_34 Custody	: ₹300 ; ₹ : ₹574200 : ₹0	Certified copying leasus 67 Reg (memorandum) Stamp Duly Inspection fee Commission Others Cash Amount Received Other than Cash	₹ 1914000 ₹ 0 ₹ 0 ₹ 2807500







आवासीय पट्टा विलेख की शतें (फ्री होल्ड) की गैर-कृषि प्रयोजन के लिए उपयोग की अनुज्ञा और आवंटन नियम, 2012)



पट्टे की शर्ते । भूखण्ड / निर्मित क्षेत्र का उपयोग वहीं किया जाएगा जिस उपयोग हेतु प्रदर्श हित्रखं जारे किया गया है। भूखण्ड पर प्रचलित मवन विनियम में सम्बन्धित अनुगर्ध है ।

विनियम में सम्बन्धित अनुसूर्यों में उल्लेखित उपयोग बही किया जाएगा जिस उपयोग हेतु पद्ध विलेख जारे किया गया है। रे पद्दा धारक उक्त भरवण्ड को कि

पद्टा धारक उक्त मूखण्ड को विक्रय अथवा अन्य प्रकार से हस्तान्तरित कर सकेगाराध्या खण्ड को उम्-पद्देश विक्रय पत्र पत्त भूखण्ड के विक्रय हरतान्तरण पर क्रेता के पक्ष में नाम परिवर्तन के लिए निकाय में निधारित में निधार

प्रस्तुत किये जायेंगे, परन्तु पद्टाधारक के उत्तराधिकारी के मामले में कोई राशि हैं। पट्टा विलेख को सरकार/जीवन बीमा निगम/त्राणदात्री संरथाओं के पास बंधक लिएकी रखा सकेगा, जिसके ना रखानीय निकाय के अनापत्ति प्रमाण पत्र (NOC) की प्राप्ति प्रमाण पत्र (NOC) की आवश्यकता नहीं होगी।

भूखण्ड पर भवन निर्माण प्रयतित भवन विनियमों के मानदण्डों तहत करना होंगा।

क्षिति प्रक्रिप

 पट्टा कर्ता (स्थानीय निकाय) की बिना स्वीकृति के भूखण्ड का उपविभाजन/पुनर्गठन व मू उपयोग परिवर्तन नहीं किया जा सकेगा।
 पटटा किनेक कर्ना किया जा सकेगा। पदटा विलेख जारी करने की दिनाक से निर्धारित अविधि में निर्माण करना होगा। निर्धारित अविधि में निर्माण नहीं होने पर निर्धारित दर से अविधि विस्तार किया जा सकेना विस्तार किया जा सकेगा अन्यथा पट्टा विलेख निरस्त किया जा सकता है।

8. पट्टा विलेख के निष्पादन के पश्चात नियम विरुद्ध तथा तथ्य छुपाकर पट्टा विलेख प्राप्त किया गया है तो उक्त भूखण्ड का पट्टा निरस्त किया जा सकेगा।

9. पट्टा विलेख की योजना में आन्तरिक विकास पर होने वाले व्यय विकासकर्ता / गृह निर्माण सहकारी समिति द्वारा वहन किया जायेगा। 10. पट्टा विलेख जिन अधिनियमों, नियमों, नीति, विनियम के तहत जारी किया गया है। इनके सभी प्रावधान व शर्त लागू होगी जिनकी पालना नहीं करने पर पटुटा निरस्त किया जा सकेगा।

पूर्व

स्टाम्प ड्यूटी हेतु पट्टे की प्रति फल राशि 31900000

भूखण्ड के पड़ोस की सीमाओं का विवरण:-

साइट प्लान संलग्न है।

पट्टा धारक के हस्ताक्षर



साक्षी :

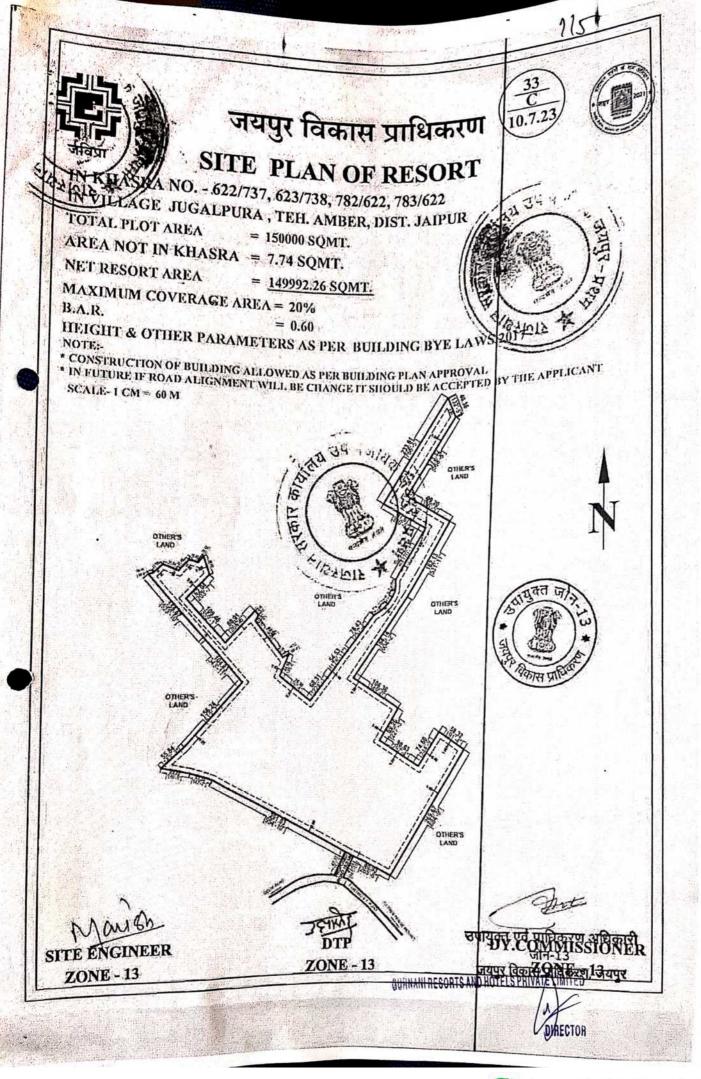
THE MUMAN K. SON!

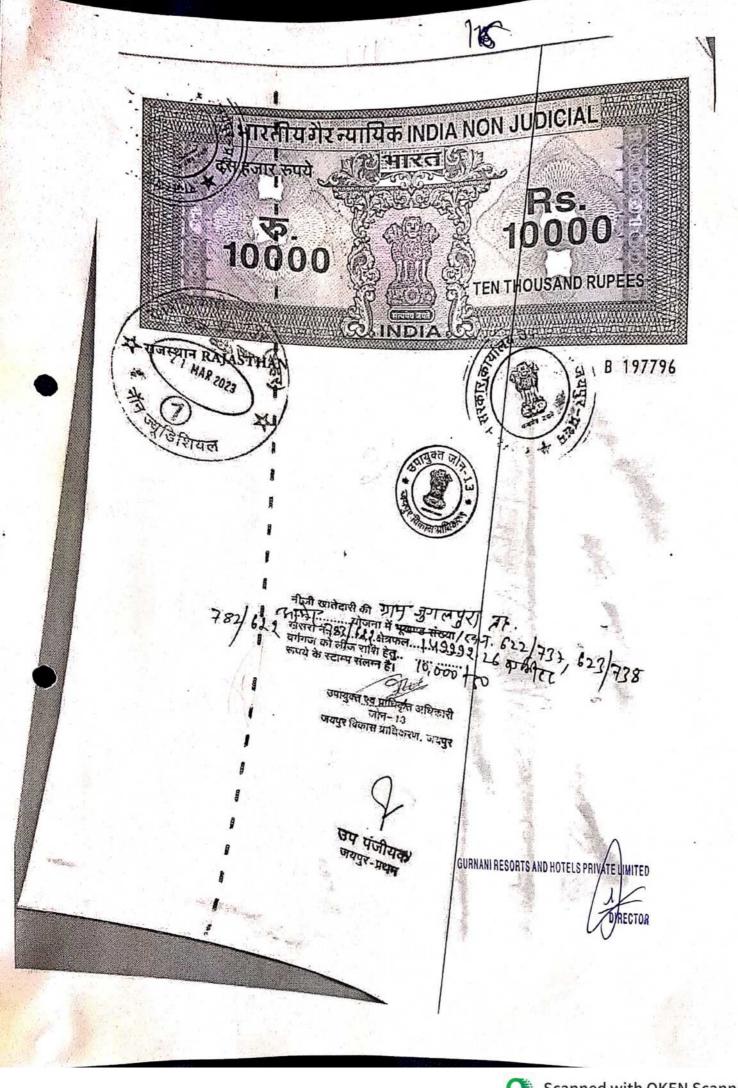
47 132, SINDHI COLUNY RAIN PARK, IMPUP

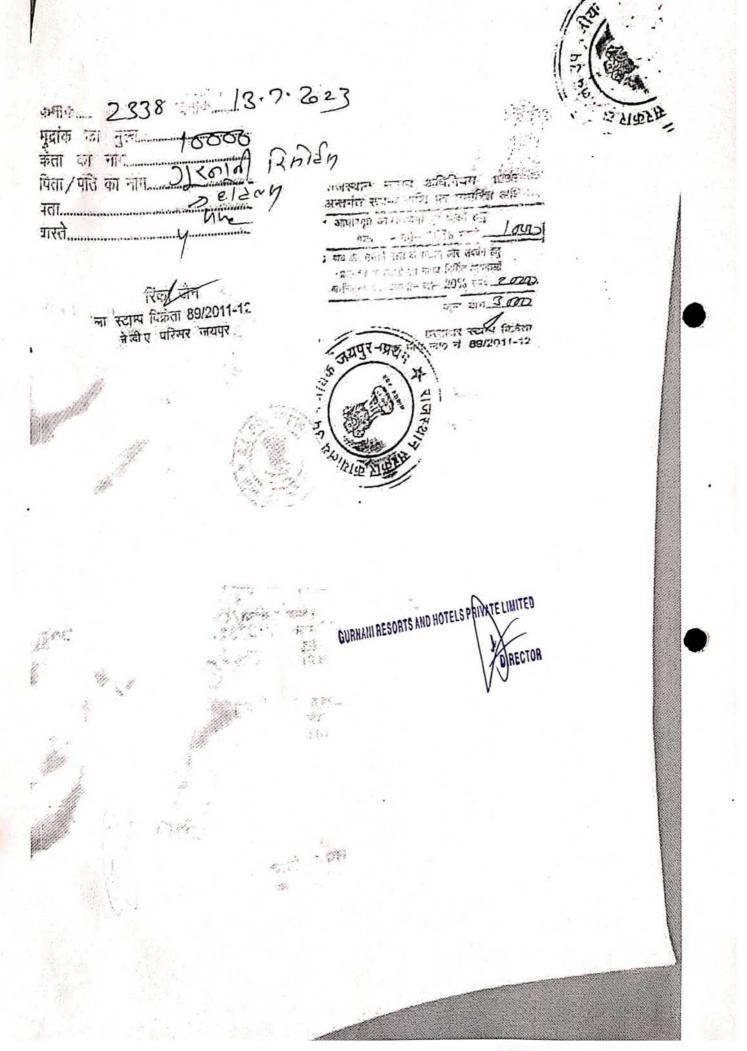
प्राधिकृत अधिकारी के हस्ताक्षर मय मोहर जपायुक्त एवं प्राधिकरण अधिकारी जोन-13 जयपुर विकास प्राधिकरण, जयपुर।

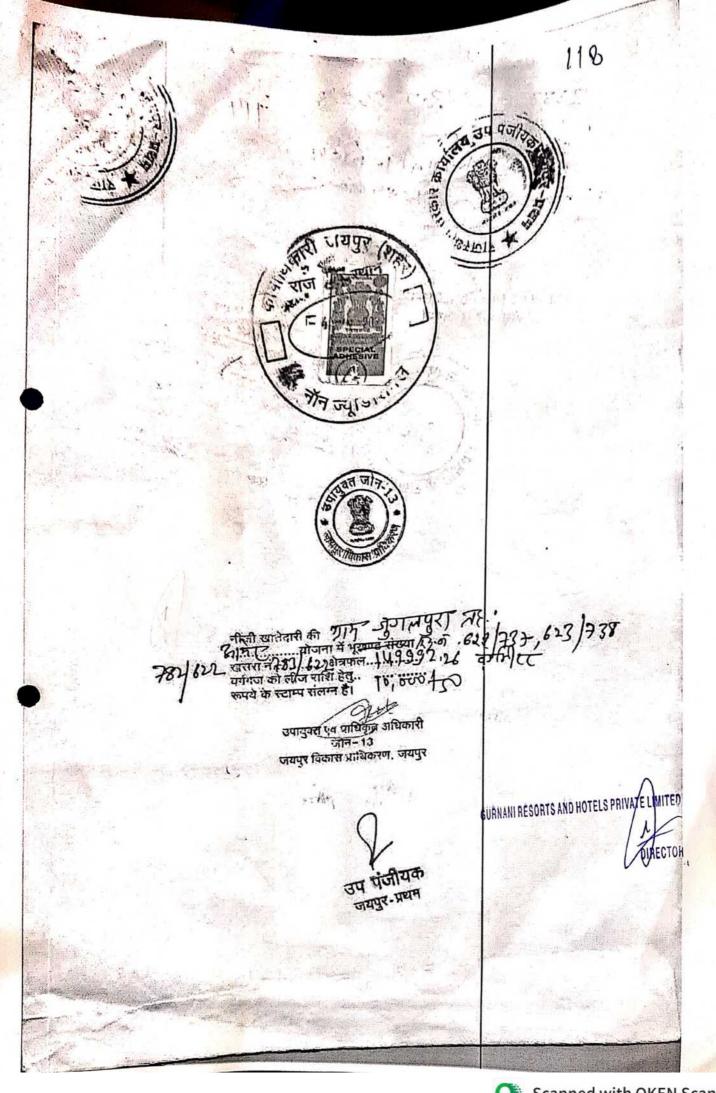
GURNANI RESORTS AND HOTELS PRIVATE LIMITED

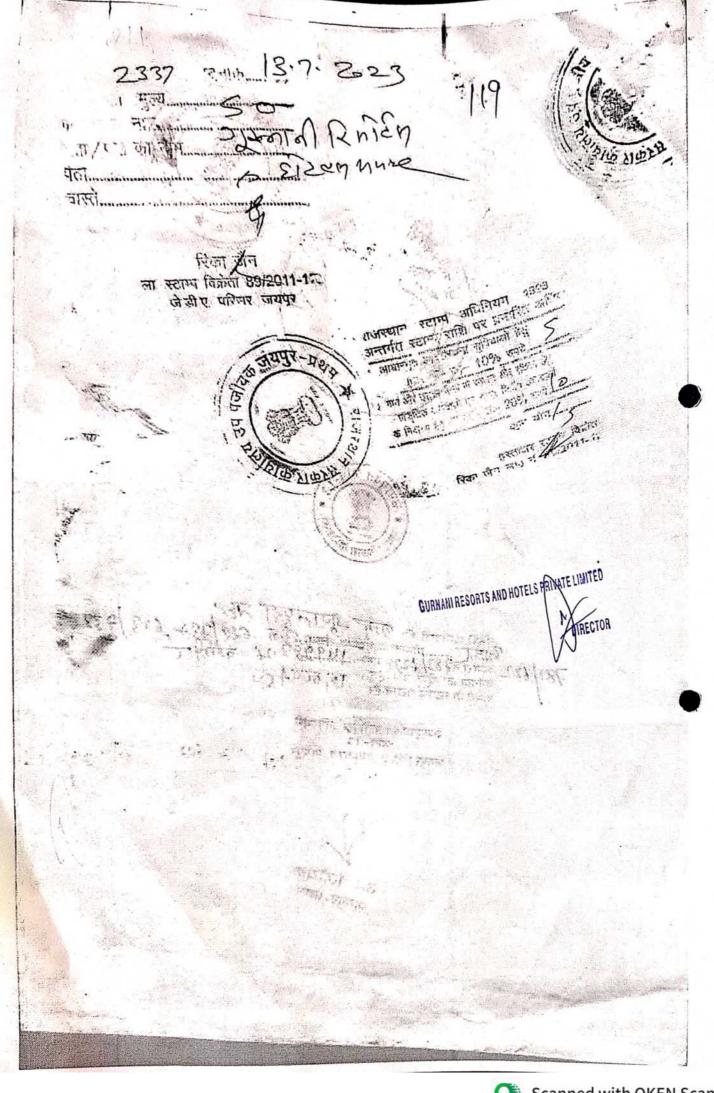
TRECTOR

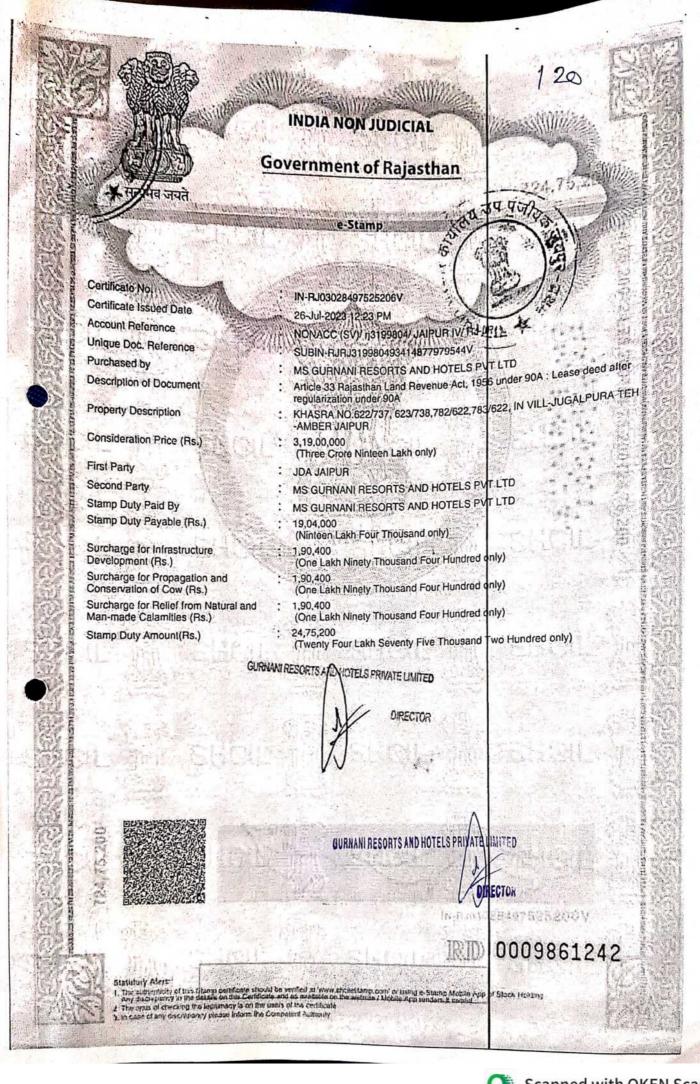


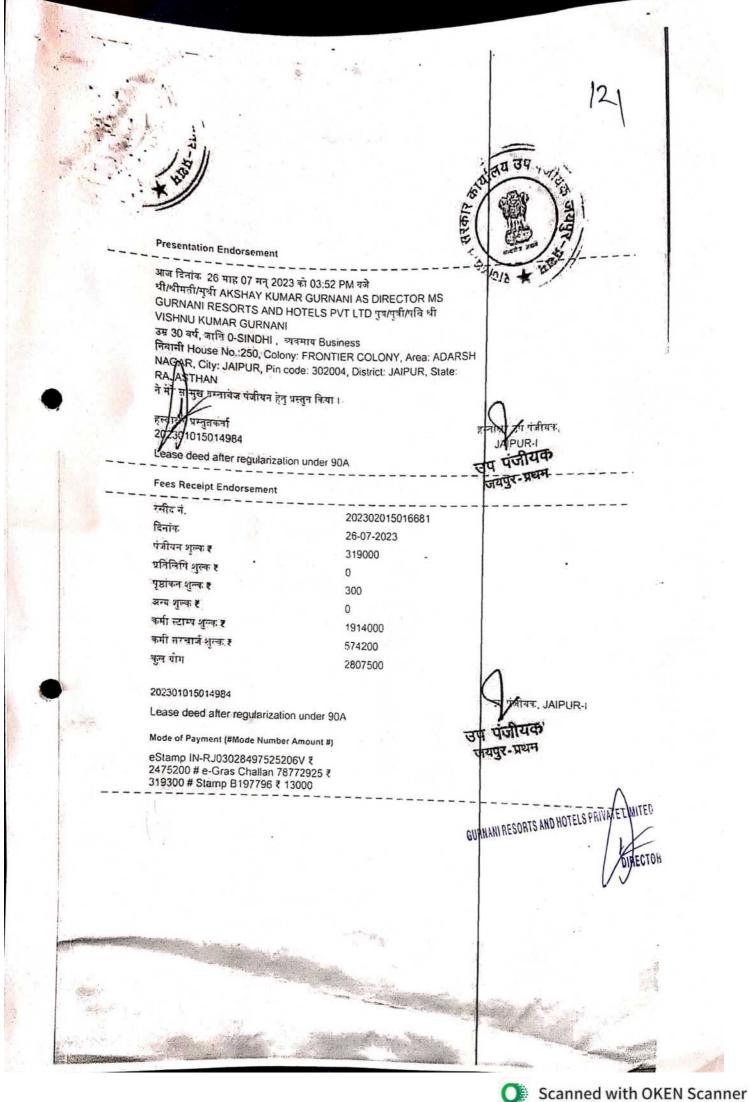


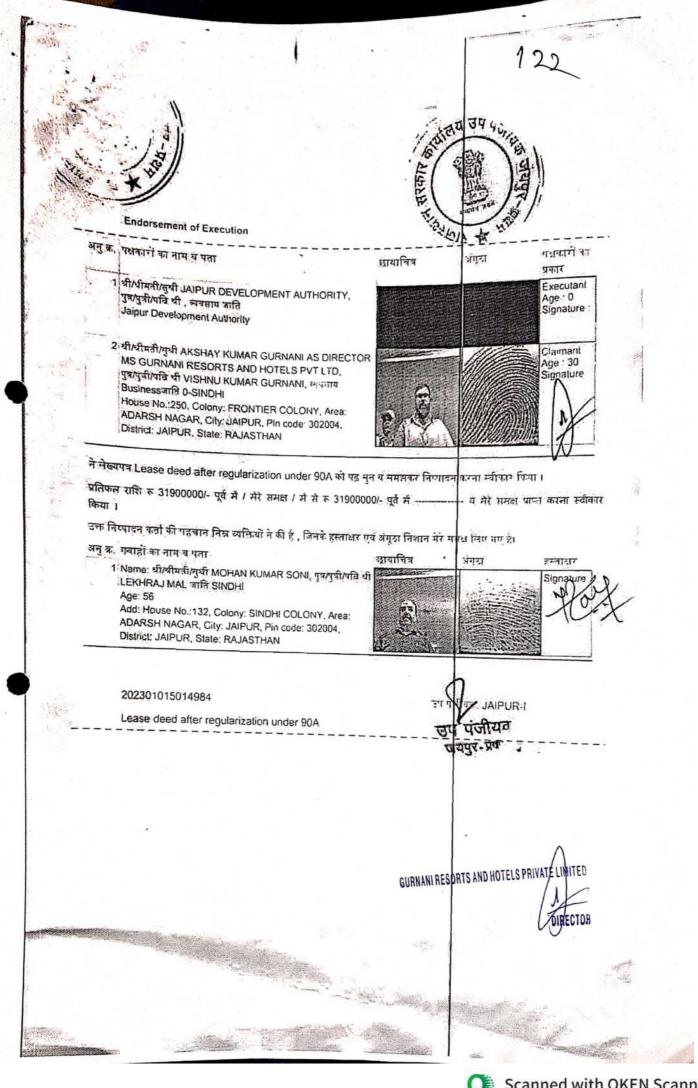


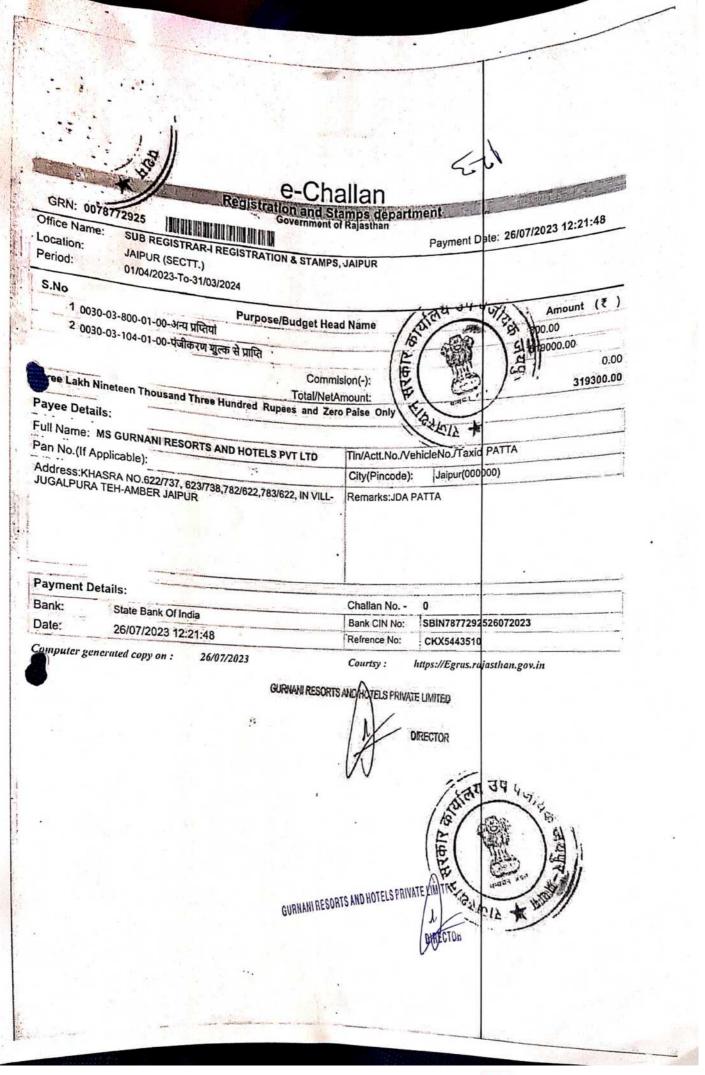




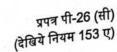














जमाबन्दी (प्रतिलिपि)

ग्राम का नाम :- चक्रजयसिंनगर

पटवार हल्का :- चित्ताणुकलां

भू.अभि.नि. :- बिलौंची तहसील :- आमेर

जिला :- जयपुर

अंतिम चौसाला आधार सम्बत :- 2073 - 2076 जमाबंदी 2076 (वर्ष 2019) से स्थायी

भूमि धारक का नाम :- राज.सरकार

क्षेत्रफल की ईकाई :- हैक्टेयर

खाता संख्या नया :- 10 खाता संख्या पुराना :- 10

काश्तकार का नाम:-

1. जयपुर विकास प्राधिकरण जय

खसरा संख्या	क्षेत्रफल	भमि वर्गी	ांस्था के लिए,			टिप्पणी
1 99	9.9900	गै.म पटाड ०००	कृषक द्वारा संदत्त लगान	मिंचाई के माधन	अन्तरण के क्रम में प्रमाणित नामान्तरकरण संख्या व दिनांक	1504011
कुल खसरे - 2	17 1100	गै.मु.पहाड़ 7.1200				

गपत्र केवल प्रार्थी की जानकारी के लिए है |

इसका उपयोग किसी भी न्यायालय मे साक्षी के रूप मे नहीं किया जा सकता है | नकल जारी करने की तिथि :- 11-May-2024

120

राजस्थान सरकार

खसरा नक्शा एंव जमाबंदी(प्रतिलिपि)

जिला : जयपुर पटवारी हल्का : चित्ताणुकलां

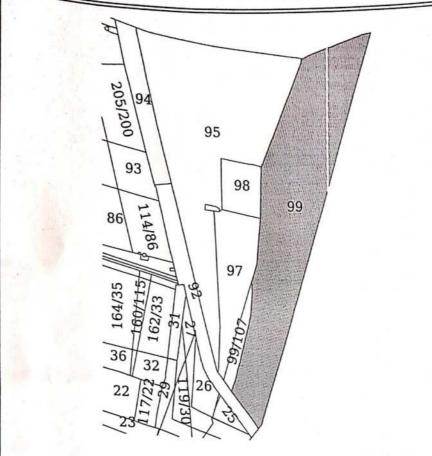
तहसील: आमेर

ग्राम: चक्रजयसिंनगर

NIC-BHUNAKSHA

दिनांक : 11/05/2024 04:05:59 PM

भू. अ. नि. क्षेत्र : बिलींची



Scale 1:6000

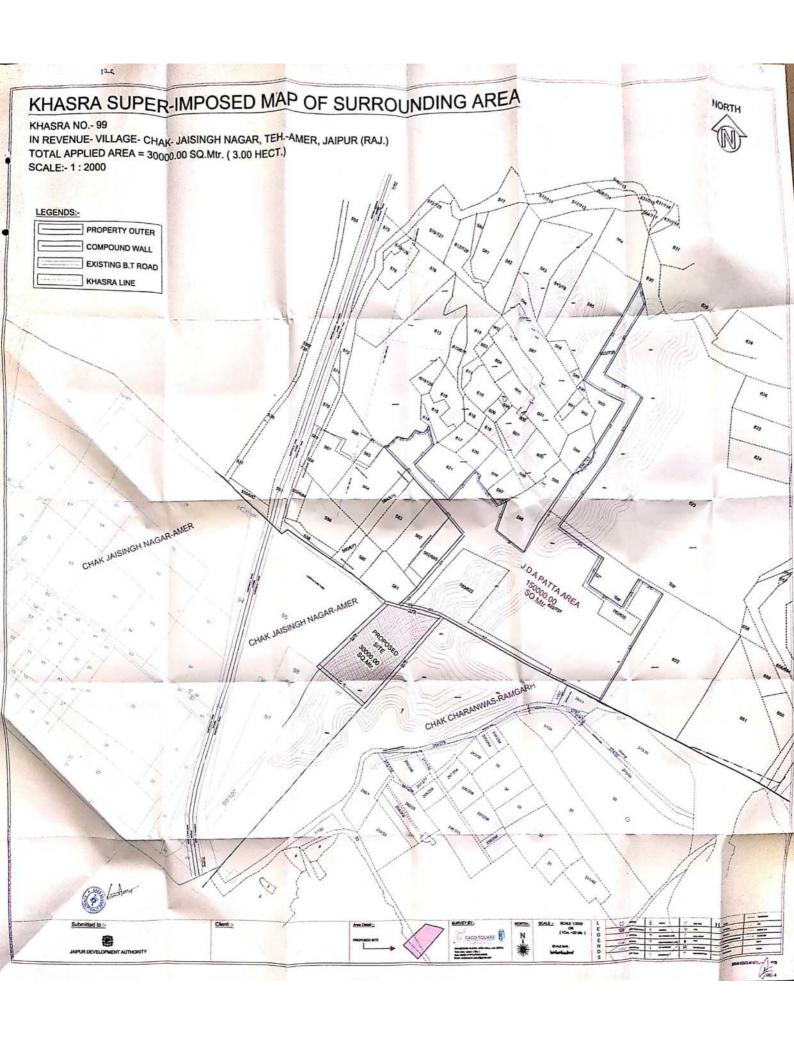
खसरा संख्या :99 क्षेत्रफल : 7.1200 Hectare खाता संख्या : 10पुराना खाता संख्या :10 भूमि किस्म[क्षेत्रफल लगान]:

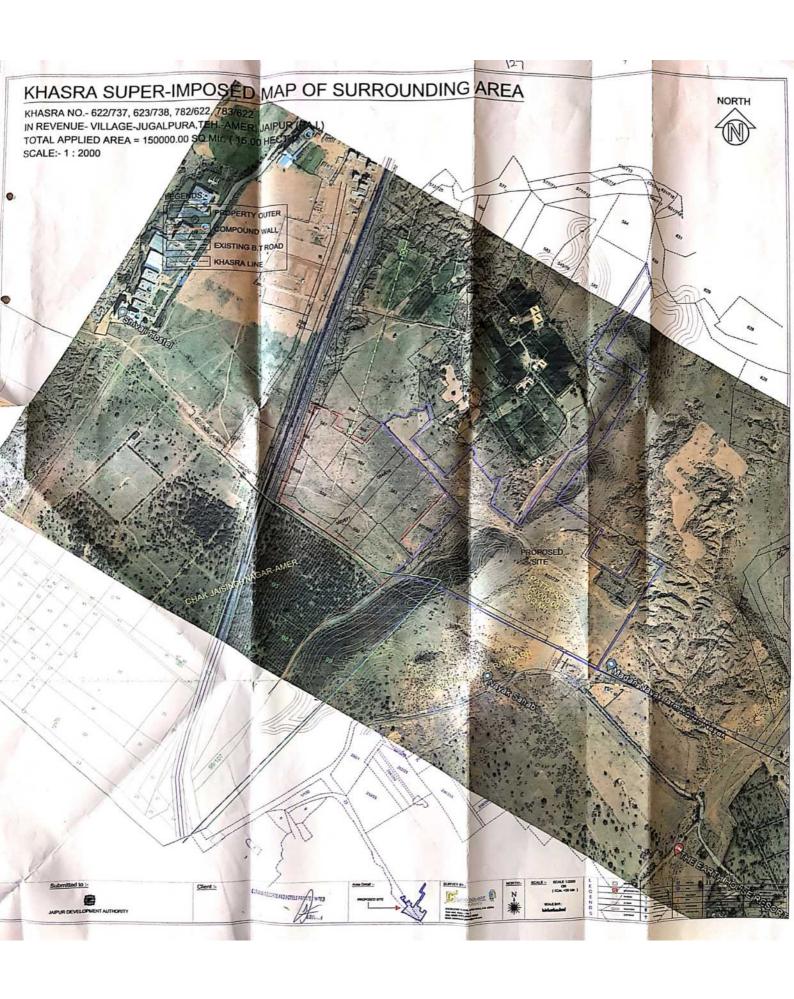
1.) जयपुर विकास प्राधिकरण जयपुर हिस्सा- पूर्ण संस्था के लिए

सक्षम अधिकारी के हस्ताक्षर एंव सील

१. यह प्रपत्र केवल प्रार्थी की जानकारी के लिए है।

- २. इसका उपयोग किसी भी न्यायालय में साक्ष्य के रूप में नहीं किया जा सकता है।
- र. इसका उपचान किया ना न्यायायम् च सार्व च रूप च न्यायाया जा स्वयात् है। ३. प्रविष्टियों में संशोधन/सत्यापित प्रतिलिपि हेतु सम्बंधित जिला/तहसील कार्यालय में संपर्क करें। ULPIN no : null









राज्यभि RAJASTHAN

BS 526380

शपथ पत्र/अण्डरटेकिंग

मैं, अक्षय कुमार गुरनानी पुत्र स्व. श्री विष्णु कुमार गुरनानी, आयु 31 वर्ष, निवासी प्लॉट सं. 250, फ्रन्टियर कालोनी, आदर्श नगर, जयपुर जरिये निदेशक गुरनानी रिर्सोटस एण्ड होटल्स प्राईवेट लिमिटेड, पंजीकृत कार्यालय भूखण्ड सं. 10, होटल डेज, चतुर्थ तल, एयरपींट प्लाजा स्कीम, दुर्गापुरा, टोंक रोड, जयपुर अपने पुरे होश हवास में शपथपूर्वक निम्न बयान करता हूँ:—

 यह कि हमारी कम्पनी गुरनानी रिर्सोटस एण्ड होटल्स प्राईवेट लिमिटेड, जयपुर को पूर्व में जयपुर विकास प्राधिकरण द्वारा रिर्सोट हेतू रियायती दर पर कोई भूमि आवंटित नहीं की गई है। आवेदित भूमि पर हमारे द्वारा किसी भी तरह की व्यवसायिक अथवा अन्य गतिविधी नहीं की/जा रही है।

हस्ताक्षर शपथग्रहिता

सत्यापन

मैं अक्षय कुमार गुरनानी उपरोंक्त शपथग्रहिता यह सत्यापित करता हूं / करते हैं कि उपरोक्त सूचना मेरी निजी जानकारी में सही है एवं बिना किसी दबाव के स्वेच्छा से रू–ब–रू तहरीर कर दी गई है तथा कोई भी तथ्य नहीं रिष्पाया गया है, ईश्वर मेरी / हमारी रक्षा करे।

हरलासार सत्यापन

स्थान : जयपुर दिनांकः 24.05.2024 जयपुर विकास प्राधिकरण, जयपुर (प्रकोष्ठ में जमा कराने वाली प्रति)

प्रकोष्ठ :

Additional Commissioner (LPC)

चालान संख्या

923508

वैंक

ICICI BANK LTD

सीएमएस/खाता सख्या

ICICI-675401700500

दिनांक

का नाम

24/05/2024 Valid upto

23/06/2024

जमाकर्ता/आवेदनकर्ता

Gurnani resorts and hotel

pvt. ltd. DIR

क्रेने वाली राशि का विवरण

L00:	Head	Rupees
1020304	Processing Fees	5000.00
	कुल योग (अंकों में)	5000.00

Amount (Rs.)=5,000.00

(valid upto 23/06/2024)

Name of Bank

HDFC BANK

Payment Mode-Cheque No. 000018 Date 09/05/2024

चालान पर अंकित मान्य अवधि का सम्बन्ध जमा करायी जाने वाली राशि पर देय ब्याज एवं पेनल्टी से नहीं है।

वचनबद्धता

उपरोक्त जमा कराई गई राशि मात्र से जमाकर्ता के जिवप्रा के विरूद किसी प्रकार कोई विधिक अधिकार प्राप्त नहीं होगा यह जमा राशि मेरे स्विनवारण के आवार पर है. जिसके औवित्य एवं पर्याप्त होने आदि के लिए मैं स्वयं उत्तरदायी रहूंगा।

चालान संख्या

923508

Contact No.

8619827437

हस्ताक्षर जमाकर्ता

जयपुर विकास प्राधिकरण, जयपुर (जमाकर्ता की प्रति)

प्रकोष्ठ :

Additional Commissioner (LPC)

चालान संख्या

923508

बँक

ICICI BANK LTD

सीएमएस/खाता सख्या

ICICI-675401700500

दिनांक

24/05/2024 Valid upto

23/06/2024

जमाकर्ता / आवेदनकर्ता का नाम

Gumani resorts and hotel

.

pvt. ltd. DIR

जमा की जाने वाली राशि का विवरण

Code	Head	Rupees
1020304	Processing Fees	5000.00
	कुल योग (अंकों में)	5000.00

Amount (Rs.)=5,000.00

(valid upto 23/06/2024)

Name of Bank

HDFC BANK

Payment Mode-Cheque No. 000018 Date 09/05/2024

चालान पर अंकित मान्य अवधि का सन्बन्ध जमा करायी जाने वाली राशि पर देय ब्याज एवं पेनल्टी से नहीं है।

वचनबद्धता

उपरोक्त जमा कराई गई राशि मात्र से जमाकर्ता के जविष्रा के विरूद किसी प्रकार कोई विधिक अधिकार प्राप्त नहीं होगा यह जमा राशि मेरे स्विनर्धारण के आधार पर है, जिसके औदित्य एवं पर्याप्त होने आदि के लिए मैं स्वयं उत्तरदायी रहूंगा।

चालान संख्या

923508

Contact No.

8619827437

हस्ताक्षर जमांकर्ता

PICICIBANK Limited

In Campus Jaiour (6754)

24 MAY 2024

25 PECT TO REALISATION

SUBJECT CREALISATION
SUBJECT CREALISATION



www.jda.urban.rajasthan.gov.in

यु.ओ.नोट

विषय:- गुरनानी रिसोर्टस एण्ड होटल प्रा. लि. कंपनी को रिसोर्ट हेतू खसरा संख्या 99 ग्राम चक जयसिंहनगर (पटवार हल्का चिताणुकलां तहसील आमेर) की भूमि में से करीब 30,000 व.मी. हेतू भूमि आवंटन कराने बाबत्।

उपरोक्त विषयान्तर्गत पत्र के क्रम में लेख है कि गुरनानी रिसोर्टस एण्ड होटल प्रा. लि. कंपनी को रिसोर्ट हेत् खसरा संख्या ९९ ग्राम चक जयसिंहनगर (पटवार हल्का चिताणुकलां तहसील आमेर) की भूमि में से करीब 30,000 व.मी. हेतू भूमि आवंटन कराने बाबत प्रकोष्ठ की मूल पत्रावली इस यू.ओ.नोट के साथ संलग्न कर आप को भिजवाई जा रही है। कृपया प्रकरण से सम्बन्धित आवेदन पत्र को जविप्रा की वेबसाइट पर अपलोड कराने का श्रम करें।

संलग्न-मूल पत्रावली।

अतिरिक्त आयुक्त (एलपीसी)

सिस्टम एनालिस्ट

कमांकः जविप्रा / अआ / एलपीसी / 2024 /

रामिकशोर व्यास भवनए इन्दिरा सर्किलए जवाहर लाल नेहरु मार्गए जयपुर.302004

दुरभाष ६९१.०१४१ २५७७१२२ क ईपीबीएक्स .९१०१४१ २५६७% एक्सर्टेशनक ६७०१९३७ फैक्स. ९१.१४१.२५५५५ ई-मेल : { aclpc.jda@rajasthan.gove.in }

D:\ letter 2020.docx

1



Sharma

Designation . Additional Commissioner Date: 2024.07.32 22:09:46 IST

Reason: Approve

RajKaj Ref