



जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

क्रमांक:

दिनांक

विज्ञप्ति

स्पाईनोक्स कंसोर्टियम प्रा.लि. कंपनी को पर्ल रिगेलिया, ग्राम मोहनपुरा, तहसील सांगानेर, जयपुर में भूखण्ड संख्या एफ-2, 3800 व.ग. (3177.18 व.मी.) हॉस्पिटल निर्माण हेतु भूखण्ड 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

रामकिशोर व्यास भवन ए इन्दिरा सर्किल ए जवाहर लाल नेहरू मार्ग ए जयपुर.302004

दूरभाष 91.0141.2570.1222 रु ईपीबीएक्स 910141.2569696 एक्सटेंशन रु 57019 रु फैक्स 91.141.2574555

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

D:\letter 2020.docx

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RajKaj Ref
8222963

Signature valid

Digitally signed by Priya Balram
Sharma
Designation : Additional Commissioner
Date: 2024.07.02 23:43:46 IST
Reason: Approved

कम्पनियों/ साझेदारी फर्मों/ व्यक्तिगत भूमि आवंटन हेतु

प्रपत्र- व

प्रार्थना पत्र

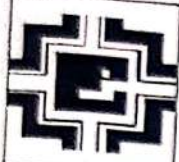
| | |
|--|---|
| 1. कम्पनी/ फर्म/ व्यक्ति का नाम | SPYNOX CONSORTIUM LIMITED |
| 2. आवेदनकर्ता संगठन/ व्यक्ति (कम्पनी/ फर्म/ व्यक्तिगत) किसी एक को टिक करे) | SPYNOX CONSORTIUM LIMITED ^{व्यक्ति} अधिकृत हस्ताक्षरकर्ता: कपिल रायसिंघानी ^{अधिकृत हस्ताक्षरकर्ता} |
| 3. आवेदक का नाम (अधिकृत हस्ताक्षरकर्ता) | कपिल रायसिंघानी (अधिकृत हस्ताक्षरकर्ता) |
| 4. डाक पता, टेलिफोन नं. मोबाइल नं. व मेल आई.डी. | आयलभ पता: 501- 503 पत, एक्सलेन्स - 38 168 शास्त्र नगर- जयपुर |
| 5. भूमि आवंटन का उद्देश्य | हॉस्पिटल आवंटन हेतु ^{पल स्थिति} |
| 6. चाहे गये क्षेत्रफल का विवरण (यदि कोई हो तो) | 3800 वर्ग गज |
| 7. भूमि का क्षेत्रफल (वर्गमीटर में) | (3177.18) वर्ग मीटर |
| 8. प्रोजेक्ट रिपोर्ट का सारांश (संस्थान, अनुमानित निवेश, निर्मित होने वाला क्षेत्रफल व समाज को होने वाले लाभों बाबत संक्षिप्त विवरण) | दस्तावेज संलग्न है |
| 9. संस्थान को राज्य सरकार द्वारा पूर्व में आवंटित भूमि का विवरण। | नहीं है |
| 10. संलग्न किये जाने वाले दस्तावेज | |
| (i) रजिस्ट्रेशन प्रमाण पत्र | दस्तावेज संलग्न है |
| (ii) आर्टिकल ऑफ एसोसिएशन/ पार्टनरशिप डीड | दस्तावेज संलग्न है |
| (iii) गत तीन वर्षों की ऑडिट रिपोर्ट व बैलेंस शीट | दस्तावेज संलग्न है |
| (iv) संस्थान का भूमि आवंटन के लिए लिया गया प्रस्ताव जिसमें अधिकृत हस्ताक्षरकर्ता जो आवंटन हेतु आवेदन करेगा, उसका उल्लेख हो। | दस्तावेज संलग्न है |
| (v) प्रोजेक्ट रिपोर्ट (चाही गई भूमि पर बनने वाले प्रोजेक्ट बाबत मुख्य विवरण) | दस्तावेज संलग्न है |
| (vi) रुपये 5000/- (पांच हजार रुपये) का बैंक का डी.डी./ पे-ऑर्डर जो सम्बन्धित शहरी निकाय के सचिव/ अधिशाषी अधिकारी/ मुख्य कार्यकारी अधिकारी के नाम हो। | 5000/- रुपये निश्चित कोष में जमा कराया जा रहा है दस्तावेज संलग्न है |

यह प्रमाणित किया जाता है कि उपरोक्त वर्णित सूचनाएं मेरी जानकारी व विश्वास के अनुसार सत्य हैं व कुछ भी नहीं छुपाया गया है। संस्थान/ कम्पनी/ आवेदनकर्ता आवंटन की शर्तों/ निर्देशों व उप-विधियों आदि की समस्त शर्तों की पूर्णतः पालन करेगा। शर्तों की अवहेलना करने पर आवंटन करने वाला शहरी निकाय (Urban Body) आवंटन निरस्त करने, भवन, भूमि पर बने अन्य निर्माण को कब्जे में लेने हेतु स्वतंत्र रहेगा।

दिनांक: 02/05/2024
स्थान: जयपुर

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)
अधिकृत हस्ताक्षरकर्ता



जयपुर विकास प्राधिकरण
Jaipur Development Authority
नागरिक सेवा केन्द्र
Citizen Care Center

पंजीयन क्रमांक
Registration No.

407031

प्राप्ति (Receipt)

Linked CCC Reg. Nos.:

किसके लिए अनुरोध किया है:-

Institutional Land Allotment (CCC-14)

Requested For

प्राप्ति दिनांक

02/05/2024

नियत दिनांक

18/09/2024

Receipt Date

आवेदक का ब्योरा (Applicant's Details)

आवेदक का नाम

SH. SPYNOX CONSORDIUM LTD. JARIYE AUTHO SIGN.

Applicant Name

पिता/पति का नाम

SH. KAPIL RAISINGHANI

Father's/Husband's Name

पता

501-503, PEARL EXILENCY SB-168, BAPU NAGAR, JAIPUR PIN:

Address

बाही गई सेवा से सम्बन्धित भूखण्ड का विवरण (Concerned Plot Details)

विकासकर्ता का प्रकार

Developer Type

विकासकर्ता का नाम

Developer Name

योजना का नाम

Scheme Name

योजना की लोकेशन

Scheme Location

भूखण्ड का प्रकार

Type Of Plot

भूखण्ड संख्या

Plot No.

भूखण्ड का क्षेत्रफल (वर्ग गज में)/(वर्ग मीटर में)

Plot Area (Sq.Yds.)/(Sq. Mtr.)

चालान सं.

Challan No

919938

राशि (रुपयों में)

Fee In Rs.

5000

दिनांक

Date

01/05/2024

सलग्न दस्तावेज (Document(s) enclosed)

अतिरिक्त सलग्न दस्तावेज की सूची

(List of additional document(s))

दस्तावेजों की संख्या

Total Documents

पृष्ठों की संख्या

No. of Pages

89

PHOTO COPY DOC

सम्बन्धित कार्यालय

AC(LPC)

सम्बन्धित अधिकारी

AC (LPC)

प्रभारी अधिकारी

AC (LPC)

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सम्बन्धित कार्यालय द्वारा की गई टिप्पणी जो कि नागरिक सेवा केन्द्र को भेजी जानी है:-

पंजीयन क्रमांक

Registration No.

407031

आवेदक का नाम

Applicant's Name

SH. SPYNOX CONSORDIUM LTD. JARIYE AUTHO SIGN.

किसके लिए अनुरोध किया है:-

Service Requested For

Institutional Land Allotment (CCC-14)

नियत दिनांक

Due Date

11/09/2024

डी. क्रमांक

Despatch No.

डी. दिनांक

Despatch Date

सम्बन्धित कार्यालय

AC(LPC)

सम्बन्धित अधिकारी

AC (LPC)

प्रभारी अधिकारी

AC (LPC)

Information to be filled in by the concerned officer and sent along with result / document(s) and cover letter addressed to the applicant.

Status of the Case

Detail's of Status

☒ Matter Disposed

☐ Disposed Finally

☐ Pending at Applicant's Level

☐ Pending

सम्बन्धित अधिकारी के हस्ताक्षर मय मोहर



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कम्पनीयों/साझेदारी फर्मों/व्यक्तिगत भूमि आवंटन हेतु
प्रार्थना पत्र

प्रपत्र ब

| | | |
|----|---|---|
| 1 | कम्पनी फर्म/ व्यक्ति का नाम | Spynox Consordium Limited जरिये अधिकृत हस्ताक्षरकर्ता श्री कपिल रायसिंघानी पुत्र स्वी श्री के वी रायसिंघानी |
| 2 | आवेदनकर्ता संगठन/ व्यक्ति (कम्पनी / फर्म / व्यक्तिगत) किसी एक को टिक करें) | Spynox Consordium Limited |
| 3 | आवेदक का नाम (अधिकृत हस्ताक्षरकर्ता) | अधिकृत हस्ताक्षरकर्ता श्री कपिल रायसिंघानी |
| 4 | डाक पता, टेलिफोन नं. मोबाइल नं. व मेल आई.डी. | कार्यालय पता 501-503 पर्ल एक्सीलेन्सी, एसबी-168, बापू नगर, जयपुर, राजस्थान 3828060039 |
| 5 | भूमि आवंटन का उद्देश्य | प्रोजेक्ट रिपोर्टिंग मोडनपुरा-जयपुर सुश्रुत F2-हॉस्पिटल आवंटन हेतु |
| 6 | चाहे गये क्षेत्रफल का विवरण (यदि कोई हो तो) | 3800 वर्ग गज |
| 7 | भूमि का क्षेत्रफल (वर्गमीटर में) | 3800 वर्ग गज |
| 8 | प्रोजेक्ट रिपोर्ट का सारांश (संस्थान, अनुमानित निवेश, निर्मित होने वाला क्षेत्रफल व समाज को होने वाले लाभों बाबत संक्षिप्त विवरण) | दस्तावेज सलग्न है। |
| 9 | संस्थान को राज्य सरकार द्वारा पूर्व में आवंटित भूमि का विवरण। | नहीं है। |
| 10 | संलग्न किये जाने वाले दस्तावेज | |
| | (I) रजिस्ट्रेशन प्रमाण पत्र | दस्तावेज सलग्न है। |

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

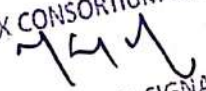


| | |
|---|--|
| (II) आर्टिकल ऑफ एसोसिएशन/ पार्टनरशिप डीड | दस्तावेज सलग्न है। |
| (III) गत तीन वर्षों की ऑडिट रिपोर्ट व बैलेन्सशीट | दस्तावेज सलग्न है। |
| (IV) संस्थान का भूमि आवंटन के लिए लिया गया प्रस्ताव जिसमें अधिकृत हस्ताक्षरकर्ता जो आवंटन हेतु आवेदन करेगा, उसका उल्लेख हो। | दस्तावेज सलग्न है। |
| (V) प्रोजेक्ट रिपोर्ट (चाहीं गई भूमि पर बनने वाले प्रोजेक्ट बावत् मुख्य विवरण) | दस्तावेज सलग्न है। |
| (VI) रुपये 5000/- (पांच हजार रुपये) का बैंक का डी.डी./पे-ऑर्डर जो सम्बन्धित शहरी निकाय के सचिव/अधिशाषी अधिकारी/मुख्य कार्यकारी अधिकारी के नाम हो। | जविप्रा कोष में चालान संख्या दिनांक से राशि 5000/- रुपये जमा है। |

यह प्रमाधित 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 शर्तों/निर्देशों व उप-विधियों आदि की समस्त शर्तों की पूर्णता: पालन करेगा। शर्तों की अवहेलना करने पर आवंटन करने वाला शहरी निकाय (Urban Body) आवंटन निरस्त करने, भवन, भूमि पर बने अन्य निर्माण को कब्जे में लेने हेतु स्वतंत्र रहेगा।

दिनांक:-

स्थान:-

For SPYNOX CONSORTIUM LIMITED

 AUTHORIZED SIGNATORY
 Spynox Consordium Limited
 श्री कपिल रायसिंधानी अधिकृत हस्ताक्षरकर्ता

जयपुर विकास प्राधिकरण, जयपुर
(प्रकोष्ठ में जमा कराने वाली प्रतीति)



प्रकोष्ठ : Additional Commissioner (LPC)

कंट्रोल/खाता संख्या 642412200050 / 675401700500

बैंक ICICI BANK LTD

आईश्वोर संख्या IC754500

दिनांक 01/05/2024 Valid upto
31/05/2024

जमाकर्ता/आवेदनकर्ता SPYNOX CONSORDIUM
का नाम LTD.

Remarks:- PLOT NO.F-2,HOSPITAL, PEARL
REGALIA,MOHANPURA,JAIPUR

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 31/05/2024)

Payment Mode-Cash

ICICI Bank Limited

चालान पर अंकित मान्य अर्थात् जमा कराने वाली राशि
पर देय ब्याज एवं पेनल्टी से नहीं है।

01 MAY 2024

वचनबद्धता

उपरोक्त जमा कराई गई राशि मात्र से जमाकर्ता के जविप्रा के विरुद्ध
किसी प्रकार कोई विधिक अधिकार प्राप्त नहीं होगा यह जमा राशि मेरे
स्वनिर्धारण के आधार पर है जिसके अधिकृत एवं प्रमाणित होने के लिए मैं
स्वयं उत्तरदायी रहूंगा।

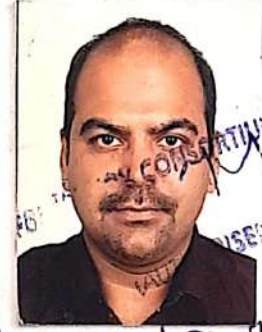
चालान संख्या 919938

Contact No. 9828060039

हस्ताक्षर जमाकर्ता



स्व-घोषणा पत्र



SPYNOX CONSORTIUM LIMITED निम्नलिखित द्वारा
501-503, पल्लव लिमिटेड, 8B-168, जय नगर, जयपुर राजस्थान घोषणा करता हूँ/करती हूँ
निवासी जिला

कि आवेदन पत्र में वर्णित समस्त सूचनाएँ तथा आवेदन पत्र के साथ संलग्न समस्त दस्तावेज मेरी निजी जानकारी और विश्वास में सही एवं दुरुस्त है। इसमें कुछ भी छिपाया नहीं गया है। मुझे इस बात का ज्ञान है कि मेरे द्वारा दी गई जानकारी भविष्य में झूठी/असत्य पाये जाने पर मैं स्वयं जिम्मेदार रहूँगा/रहूँगी एवं मुझे इसके लिए विधि अनुसार दण्ड का सामना करना पड़ेगा तथा जो भी लाभ मेरे द्वारा प्राप्त किये गये हैं उन्हें पूर्ण रूप से वापिस ले लिया जावेगा।

दिनांक:

स्थान:

For SPYNOX CONSORTIUM LIMITED
(AUTHORIZED SIGNATORY)
आवेदक के हस्ताक्षर



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Rajasthan

e-Stamp

Certificate No. : IN-RJ39336869288720W
Certificate Issued Date : 10-Apr-2024 12:26 PM
Account Reference : NONACC (SV)/ rj3149804/ JAIPUR/ RJ-JP
Unique Doc. Reference : SUBIN-RJRJ314980465499722128189W
Purchased by : SPYNOX CONSORTIUM LTD
Description of Document : Article 4 Affidavit
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : SPYNOX CONSORTIUM LTD
Second Party : JDA JAIPUR
Stamp Duty Paid By : SPYNOX CONSORTIUM LTD
Stamp Duty Payable (Rs.) : 50
(Fifty only)
Surcharge for Infrastructure Development (Rs.) : 5
(Five only)
Surcharge for Propagation and Conservation of Cow (Rs.) : 5
(Five only)
Surcharge for Relief from Natural and Man-made Calamities (Rs.) : 5
(Five only)
Stamp Duty Amount(Rs.) : 65
(Sixty Five only)



शपथ पत्र

Spynox Consordium Limited जरिये अधिकृत हस्ताक्षरकर्ता श्री कपिल रायसिंघानी पुत्र स्वी श्री के वी रायसिंघानी कार्यालय पता 501-503 पर्ल एक्सीलेन्सी, एसबी-168, बापू नगर, जयपुर, राजस्थान शपथ पूर्वक बयान करता हूं कि:-



1. यह कि हमारी उक्त कम्पनी Spynox Consordium Limited को पूर्व में किसी भी विभाग/संस्था द्वारा हॉस्पिटल उपयोग हेतु भूमि आवंटित नहीं हुई है।

ATTESTED
NOTARY PUBLIC
JAIPUR, INDIA

1 MAY 2024

IN-RJ39336869288720W

QT 0003836420
For SPYNOX CONSORTIUM LIMITED

Statutory Alert

1. The authenticity of the Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Exchange of India.
2. The only checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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यह कि यदि जविप्रा द्वारा हमारी उक्त कम्पनी को हॉस्पिटल उपयोग हेतु भूमि आवंटित की जाती है तो उसका अन्य व्यावसायिक उपयोग नहीं किया जायेगा। यह कि हमारी उक्त भूमि आवंटित होते ही 6 माह में हमारे द्वारा कार्य चालू कर दिया जायेगा और दो साल में कार्य पूरा कर लिया जावेगा।

For SPYNOX CONSORTIUM LIMITED

हस्ताक्षर शपथग्रहिता

(AUTHORISED SIGNATORY)

Spynox Consordium Limited जरिये अधिकृत हस्ताक्षरकर्ता श्री कपिल रायसिंघानी पुत्र स्वी श्री के वी रायसिंघानी शपथग्रहिता यह सत्यापित करता हूँ 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 छिपाया गया है, ईश्वर मेरी/हमारी रक्षा करे।

For SPYNOX CONSORTIUM LIMITED

हस्ताक्षर शपथग्रहिता

(AUTHORISED SIGNATORY)

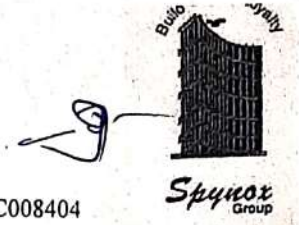


ATTESTED
NOTARY PUBLIC
JAIPUR (RAJ.) INDIA
- 1 MAY 2024

Spynox Consortium Limited

Email: pearlgroup.vijay@gmail.com

CIN-U45201RJ1994PLC008404



दिनांक :- 01/5/2024

Spynox Consortium Limited जरिये अधिकृत हस्ताक्षरकर्ता श्री कपिल रायसिंघानी पुत्र स्वी श्री के वी रायसिंघानी कार्यालय पता 501-503 पर्ल एक्सीलेन्सी, एसबी-168, बापू नगर, जयपुर, राजस्थान घोषणा करता हूं कि आवेदन पत्र में वर्णित समस्त सूचनाएं तथा आवेदन पत्र के साथ संलग्न समस्त दस्तावेज हमारी निजी जानकारी और विश्वास में सही एवं दुरुस्त है। इसमें कुछ भी छुपाया नहीं गया है। मुझे इस बात का ज्ञान है कि मेरे द्वारा दी गई जानकारी भविष्य में झूठी / असत्य पाए जाने पर मैं स्वयं जिम्मेदार रहूंगा एवं मुझे इसके लिए विधि अनुसार दंड का सामना करना पड़ेगा तथा जो भी लाभ मेरे द्वारा प्राप्त किए गये हैं उन्हें पूर्ण रूप से वापस ले लिया जावेगा।

सधन्यवाद।

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)
(कपिल रायसिंघानी)

अधिकृत हस्ताक्षरकर्ता

Spynox Consortium Limited

501-503, Pearl Excellency, SB-168, Bapu Nagar, Jaipur-302015



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Spynox Consortium Limited

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Email:pearlgroup.vijay@gmail.com

CIN-U45201RJ1994PLC008404

These are the following Directors of the Company

1. Vijay Kumar Jain
2. Praveen Jain
3. Deepak Kumar Jain
4. Sanjay Kumar Jain

I am Deepak Kumar Jain director of the Company Spynox Consortium Limited Declare that the above are the 4 directors of the company, against these Directors there is no Police Case & there are no Dues of JDA, All the Directors are Verified, and attain good Position in the Society.

Thanks

Date:-

Director
For SPYNOX CONSORTIUM LIMITED
(AUTHORISED SIGNATORY)
Deepak Kumar Jain

Spynox Consortium Limited

501-503, Pearl Excellency, SB-168, Bapu Nagar, Jaipur

501-503, Pearl Excellency, SB-168, Bapu Nagar, Jaipur-302015



Spynox Consortium Limited

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Email:pearlgroup.vijay@gmail.com

CIN-U45201RJ1994PLC008404

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE FIFTH MEETING OF THE BOARD OF DIRECTOR OF SPYNOX CONSORTIUM LIMITED HELD AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 501, PEARL EXCELLENCY SB-168, BAPU NAGAR, JAIPUR RAJASTHAN ON WEDNESDAY 2nd DAY OF APRIL, 2024 AT 11.30 AM.

AUTHORISATION TO SIGN AND EXECUTE THE DOCUMENTS

RESOLVED THAT the Consent of the Board be and is hereby accorded to approve the execution and signing of the JDA/JNN document related to institutional plots in Pearl Regalia Scheme situated at near Patrakar Colony Gram Mohanpura, Sanganer, Jaipur

"RESOLVED FURTHER THAT Mr. Kapil Raisinghani, Liaison Officer of the company (having Aadhar No. 6064 4915 6399), be and is hereby severally authorized to sign and execute the above mentioned documents on behalf of the Company and do all such acts, matters, and things and to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable in this regard.

Specimen signature of mr. Kapil Raisinghani is as under:

(Kapil Raisinghani)

"RESOLVED FURTHER THAT a certified copy of the resolution be given to anyone concerned or interested in the matter."

By or on behalf of the Board

For SPYNOX CONSORTIUM LIMITED

(DIRECTOR)
Deepak Kumar Jain
Director
(DIN-08070362)

For SPYNOX CONSORTIUM LIMITED

(DIRECTOR)
Sanjay Kumar Jain
Director
(DIN-08635324)

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

501-503, Pearl Excellency, SB-168, Bapu Nagar, Jaipur-302015



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For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



GOVERNMENT OF INDIA



कपिल राइसिंगानी
Kapil Raisinghani
जन्म तिथि/ DOB:
01/08/1979
पुरुष / MALE



6064 4915 6399

मेरा आधार, मेरी पहचान

For SPYNOX CONSORTIUM LIMITED
(AUTHORISED SIGNATORY)



आधार

भारतीय पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

Address

आत्मज: कृष्ण वासुदेव
राइसिंगानी, 2, शरीफल
अप्रतमेंट डी-847/848,
मालवीया नगर, जयपुर,
जयपुर,
राजस्थान - 302017

S/O: Krishan Vasudev
Raisinghani, 2, Shreefal
Aptment D-847/848,
Malviya nagar, Jaipur,
Jaipur,
Rajasthan - 302017

6064 4915 6399



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001



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C. No. 17-008404

CIN - U45201 RJ1994 PTC008404

**Fresh Certificate of Incorporation
Consequent on Change of Name**

In the office of the Registrar of Companies,
Rajasthan, JAIPUR

(Under the Companies Act, 1956 (1 of 1956))

In the matter of SPYNOX CONSORTIUM PRIVATE LIMITED.

I hereby certify that SPYNOX CONSORTIUM PRIVATE LIMITED which was originally incorporated on 31.05.1994 under the Companies Act, 1956 having duly passed the necessary resolution dated 29-12-2001 in terms of Section 21 read-with Section 31 of Companies Act, 1956 the name of the said Company is this day changed to SPYNOX CONSORTIUM LIMITED and this certificate is issued in pursuant to Section 23 (1) of the said Act, 1956.

Given under my hand at JAIPUR this 23rd day of JANUARY
Two thousand Two.



Sd/-

(Bhullan Singh)

Asstt. Registrar of Companies,
Rajasthan, JAIPUR

For SPYNOX CONSORTIUM LIMITED
(AUTHORISED SIGNATORY)



प्राप्त आई. प्रार.
Form I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता का स.
No. 17-08404 of 1994-95

मे एतद्वारा प्रमाणित करता हूँ कि प्राज स्पाइनोक्स कंसोर्टियम प्राइवेट लिमिटेड
कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निर्गमित की गई है और यह कम्पनी
परिमित है।

I hereby certify that SPYNOX CONSORTIUM PRIVATE LIMITED
is this day incorporated under the Companies Act, 1956 (No. 1 of
1956) and that the Company is Limited.

मेरे हस्ताक्षर से प्राज ता. को दिया गया।

Given under my hand at JAIPUR this THIRTY FIRST day of
MAY One thousand nine hundred and NINETY FOUR.

Saka : 10 Jyaistha, 1916



Sd/-
(D. K. GUPTA)
कम्पनियों का रजिस्ट्रार
राजस्थान, जयपुर
Registrar of Companies
Rajasthan, JAIPUR

For SPYNOX CONSORTIUM LIMITED
(AUTHORISED SIGNATORY)

(THE COMPANIES ACT, 1956)

(COMPANY LIMITED BY SHARES)

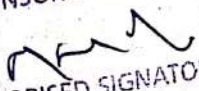
MEMORANDUM OF ASSOCIATION

of

SPYNOX CONSORTIUM LIMITED

- I. The Name of the Company is SPYNOX CONSORTIUM LIMITED.
- I. The Registered Office of the Company will be situated in the STATE OF RAJASTHAN.
- III. The objects for which the Company is established are :-
 - A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE :-
 1. To carry on the business of constructional engineering.
 2. To civil, mechanical, electrical, instrumentation, insulation, industrial works or construction and installation testing and inspection, to build, rebuild, demolish, dismantle, pull down, restore, repair, reconstruct, develop, maintain, alter buildings, workshops, factories flats, drainage, sewage work, electrical works and in particular by preparing building sites and constructing commercial buildings, offices, flats, houses, shops and showrooms and to equip the same or any part thereof with all amenities.
 3. To carry on the business as engineers, builders, constructors, consultants, decorators, brick, tile and terracotta makers, carriers, exporters, importers, dealers in all stone, lime, sands, bricks, hardware, iron and steel and other materials used for and in connection with carrying out any all of the objects of the company.

(1)

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

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

1. To purchase, sell, acquire, erect, manufacture, construct, maintain work, install, import, export and to deal in building, plant and machinery, all materials and substances and ancillaries used in process of preparing and manufacturing of various items and to deal in any of the by-products of the manufacturing processes which the company may undertake.
2. To manufacture, purchase or sell, import, export or otherwise handle or deal in products required to run the plants of the company.
3. To obtain technical services and provide all assistance in planning, construction, erection and installation of appliances, apparatuses, equipments, plant and machinery related to the business of the company and to obtain technical services in repairs, maintenance and replacement thereof and to employ, remunerate and collaborate with experts for the purpose.
4. To design, construct, fabricate and manufacture buildings, mills, factories, plant, equipments, accessories, apparatus, parts and machinery required for the business of the Company.
5. To establish, equip, maintain, subscribe to or become member of training, institutions, research laboratories, research institutions and experimental workshops for scientific and technical research and experiments and to carry on analytical, experimental and other works and research for implementing the objects.
6. To apply for and procure licences under the Industries (Development and Regulation) Act for establishment of new industries for attainment of the main objects.
7. To use trade-marks or trade-names or brands for the products and goods of the Company and adopt such means of making known the business and products of the Company or any other Company in which this Company is interested as may seem expedient and in particular by advertising in newspapers, magazines, periodicals, radio, television and cinema, by circulars, by purchase and exhibition of work of art or interest, by opening stores and exhibitions, by publication of periodicals, calendars, diaries or any other materials of publicity by distributing samples and granting prizes, rewards and donations subject to the provisions of Section 293 A of the Companies Act, 1956.


(2)

all business
of the company
shall be
managed
by the
Board of Directors

For SPYNOX CONSORTIUM LIMITED
(AUTHORISED SIGNATORY)

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8. To acquire and undertake the whole or any part of the business, property, assets, undertakings, belongings, funds, obligations, contracts and agencies, rights or liabilities of any person, Government, firm or body corporate, carrying on or proposing to carry on any business which the Company is authorised to carry on or having property suitable for the purpose of the Company or which can be carried on in conjunction with others or which is capable of being conducted so as directly to benefit the Company, either in full or in part or enter into partnership, joint venture or any other arrangement which the Company may deem fit, with such person, Government, Firm, Company or body corporate on such terms, conditions and considerations as the Company may think fit.
 9. To pay any premia commission or salaries and to pay for any property rights or privileges acquired by the Company or for services rendered or to be rendered in connection with the promotion or formation of the business of the company or in case of conversion into public company for services rendered or to be rendered by person, firm or body corporate in placing or assisting to place or guaranteeing the placing of any of the shares of the Company or any other debentures, debentures-stock or other securities of the Company as may be permissible by law on conversion into a public Company or otherwise either wholly or partly in cash or in shares, bonds, debentures or other securities of the Company and to issue any such shares either as fully paid up or with such amount credited thereon as may be agreed upon and to charge any bonds, debentures and other securities of all or any part of the property of the Company.
 10. Subject to the provisions of section 58A of the Companies Act 1956 and the Rules framed thereunder and directions issued by Reserve Bank of India from time to time as may be applicable to borrow or raise money or receive money on deposit, on interest or otherwise in such manner as the Company may think fit and in particular by the issue of debenture or debenture-stock, perpetual or otherwise and in security of such money so borrowed, raised or received to mortgage, pledge or charge the whole or any part of the property, assets and revenues of the company present or future, including its uncalled capital by special arrangement or otherwise or to transfer or convey the same absolutely in trust and to give the lenders, power of sale or other powers as may deem expedient and to purchase, redeem or to pay off any such securities. However, the Company shall not carry on banking business as defined in the Banking Regulations Act, 1949 for the time being in force.
 11. To pay out of the funds of the Company all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
 12. To take into consideration and approve and conform 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 arrangements, agreements or contracts with the promoters and to reimburse them for all costs and expenses that may be incurred by them in connection with the formation or promotion of the Company.

(3)

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



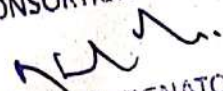
- 19
13. To purchase, take on lease or in exchange, hire or otherwise acquire real and personal property and any rights or privileges which the company may think necessary or convenient for the purpose of its business and in particular any land, building, stock-in-trade and to construct, maintain and alter any buildings or works necessary or convenient for the purpose of the Company.
 14. To draw, make, accept, endorse, discount, execute and issue promissory notes, hundies, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments and to open an account or accounts with any scheduled bank or banks and to pay into and to withdraw money from such account or accounts.
 15. Subject to the provisions of law to invest and deal with the money of the Company not immediately required in such manner as the Company may deem fit. But the Company shall not carry on any banking business as defined under Banking Regulations Act 1949.
 16. Subject to the provisions of Section 58A of the Companies Act, 1956 and the Rules framed there-under and the directions issued by the Reserve Bank of India from time to time to receive, grants loans, advances or other moneys or deposits or otherwise from the State or Central Government, banks, companies, trusts or individuals with or without allowing interest thereon.
 17. To subscribe, to become a member of and co-operate with any other association whether incorporated or not whose objects are altogether or in part similar to those of the Company and procure from and communicate to any such association such information as may be likely to further the objects of the Company.
 18. To communicate with Chamber of Commerce and other mercantile and public bodies throughout the world and concern and promote measures for the protection of the trade, industries and persons engaged therein.
 19. To lease, let out on hire, sub-let, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part of the undertaking, any land, business, property, rights or assets of the company, including all and every description apparatus or appliances or any shares of interest therein respectively in such manner and for such consideration as the Company may think fit and according to procedure of Company Law and in particular for shares debentures or securities of any other body corporate having objects altogether or in part similar to those of the Company.
 20. To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with all or any part of the property and rights of the Company.
 21. To vest any real or personal property, rights or interest acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.

For SPYNOX CONSORTIUM LIMITED

[Signature]
(AUTHORISED SIGNATORY)

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22. To merge, reconstruct, amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or reciprocal concession with any person, firm or body corporate whether in India or outside carrying on or engaged in or about to carry on or engage in any business or transaction which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
 23. To establish, promote or concern in establishing or promoting any Company or companies for the purpose of acquiring all or any of the rights, liabilities 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 such other Company or Companies.
 24. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any special or other funds, whether for depreciation or for repairing, replacing, improving, extending or maintaining any of the property of the Company or for any other purpose whatsoever and to transfer any such fund or part thereof to any of the other funds herein mentioned.
 25. To apply the assets and income of the Company in any way in or towards the establishment, maintenance or extension of any associations, institutions or funds in any way connected with any particular trade or business of scientific research, industry or commerce which is directly or indirectly deemed conducive to the attainment for main objects.
 26. To establish the agencies in India and elsewhere and to regulate and to discontinue the same.
 27. To establish the branches of the Company and to get them recognised in any part of the world outside the Union of India.
 28. To establish and maintain or procure the establishment and maintenance of any provident fund or any contributory or non-contributory pension or superannuation fund, gratuities, pensions, allowances, emoluments, bonus, profit sharing bonus, benefits or any other payment to any person who are or were at any time in the employment or service of the Company or its predecessors in business or of any Company which is a subsidiary of the Company or is an allied to or associated with the Company or with any such subsidiary or who are or were any time Directors or Officers of the Company or any of such dependent or connection of any such persons and to provide for the welfare of all or any of the aforesaid persons from time to time by subscribing, subsidising or contributing to any Institution, Association, funds, clubs, trusts, profit sharing or other schemes and by providing, subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendances and to make payments to or towards the insurances of such persons as aforesaid and to do any of the matters aforesaid either alone or in conjunction with any other Company as aforesaid.

(5)

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

29. To issue as fully or partly paid up any shares, securities, bonds, debentures or other obligations of the Company in consideration of any privileges, concessions or rights or any property transferred, services rendered to the Company and accept any consideration for any property sold or otherwise disposed of by the Company, fully or partly paid up shares or securities or bonds, debentures or other obligations of any other Company.
30. To enter into any collaboration or arrangements with the Government of India or Foreign Government, Companies, with any States or with any authorities, municipal, local or otherwise or with any person that may seem conducive to the Company's objects or any of them and to apply for and obtain and to purchase or otherwise acquire from any such Government, State Authorities or persons any rights, powers, privileges, licences, decrees, sanctions, grants and concessions whatsoever (whether statutory or otherwise) which the Company may think fit/ desirable to obtain and acquire and to carry out, exercise and to comply with any such arrangements, rights, powers, privileges, licences, decree, sanctions, grants and concessions.
31. To subscribe in or donate to or guarantee money for any National philanthropic, charitable, benevolent, public, general or useful fund or organisation, association, institution or for any exhibition or for any purpose which may be likely, directly or indirectly to further the objects of the Company or interest of its members, subject to the provisions of the Companies Act. 1956.
32. To make arrangements with persons engaged in any trade, business or profession for the concession to the Company's members, ticket holders and their friends of any special rights, privileges and advantages and in particular in regard to the supply of goods.
33. To aid, assist and finance any industrial undertakings, projects, enterprises whether owned or run by Government of India, Government of Rajasthan, firm or individual for extension of its work and business.
34. To undertake and execute any trust either gratuitously or otherwise.
35. On winding up of the Company to distribute all or any part of the property of the Company or any proceeds of sale or disposal of any of the properties of the Company amongst the members in specie or kind subject to the provisions contained in the Companies Act, 1956.
36. To do all or any of the above things in any part of, the world as principals, agents or otherwise and either alone or in conjunction with others and to establish offices, agencies or branches for carrying on any of the aforesaid objects in India or elsewhere in the world.

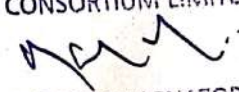
For SPYNOX CONSORTIUM
[Signature]
AUTHORISED

(C) OTHER OBJECTS :—

1. To manage and deal in land, building and other properties, to collect rents and income and to supply tenants and occupiers and other refreshments, attendance, messages, light, waiting-rooms, reading rooms, meeting rooms, lavatories or laundry, conveniences, electric conveniences, stables and other advantages.
2. To carry on the business as farmers, house keepers, millers, gardeners, agriculturists and horticulturists.
3. To carry on the business of manufacturers and suppliers erectors or fabricators or otherwise dealers in all kinds of plants, machinery and equipments, stores, tools, gadgets, wire drawers, tubes, boilers and other mechanical and electrical and electronic products, devices, contraptions, instruments, spares and components and to procure agencies for the same and to develop, acquire, supply plans, drawings, estimates, project-reports and know-how for industries, business Companies services and public bodies and Governments.
4. To process and manufacture, buy, sell or otherwise deal in jewellery and semi-precious stones of all varieties, articles of handicrafts and architects and curios, garments and readymade clothes, wool and other fabrics, durries and pile carpets.
5. To process, machine, grind, extract, grow, buy, sell, manufacture, refine, prepare, crush or otherwise deal in all kinds of oil seeds, wheat, rice and rice brans and other agricultural products and oleaginous and saponaceous substances and all kinds of by-products or ingredients thereof, ghee from whatever source and method including oil seeds, oil cakes, rice bran and other oil containing medias de-oiled cakes, deoiled meals for consumption, balanced food and baby food.
6. To carry on the business of manufacturing and processing animal foods for cattle, fowl, chicken and for all kinds of birds and animals and to import, export, buy, sell or otherwise deal in such products and by-products.
7. To carry on the business of manufacturers and printers of tin containers drums and other packing articles made of metal or card-board or hard-board or of any other material or substance and to buy, sell, import, export, convert, reconvert, recondition or otherwise deal in such products.
8. To carry on the business of canning and dehydration of fruits, vegetables, pickles and to prepare, manufacture, process such other items of fruits, vegetables and roots and to carry on the business of cold storages or deep freezers.
9. To carry on the business of manufacturers, processors, importers, buyers, sellers, stockists, agents and distributors of and dealers in all kinds of P.V.C. and plastic products and goods, including P.V.C. pipes, sheets, linings, conduit pipe and ancillary products, resins and high density polythene products.

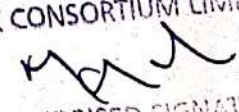
(7)

For SPYNOX CONSORTIUM LIMITED


(AUTHORISED SIGNATORY)

10. To carry on the business of manufacturers, processors, importers, buyers sellers, stockists, agents and distributors of and dealers in metal drawing equipments, metal press working, utensils of brass, steel, aluminium and their accessories, components and spares of any kind and all types of conductors.
11. To carry on the business of manufacturers, processors, importers, buyers sellers, stockists, agents and distributors of and dealers in pulp paper and boards products of all type, transparent paper, craft paper, carbons, inks, parchments and corks.
12. To carry on the business of manufacturers, processors, importers, exporters, buyers, sellers, stockists or otherwise dealers in precision, instruments, tools and accessories, nut bolts, required in factories, mines, works and projects.
13. To carry on the business of and to render services in the field of electro plating, galvanising and anodising.
14. To carry on the business of manufacturers, processors, importers, exporters, buyers, sellers, stockists, agents and distributors of and dealers in automobile and automobile parts, accessories tyres and tubes.
15. To carry on the business of manufacturers, processors, importers, exporters, buyers, sellers, stockists, agents and distributors of and dealers in surgical items and medical equipments, accessories required in hospitals and dispensaries.
16. To carry on the business of manufacturing, processing, manipulating crushing, importing, exporting, buying, selling or otherwise dealing in fertilizers pesticides, insecticides and other allied products.
17. To carry on the business of manufacturers, processors, importers, exporters, buyers, sellers, stockists, agents and distributors of and dealers in ceramic, glass and insulators.
18. To carry on the business of manufacturers, processors, importers, exporters, buyers, sellers, stockists, agents and distributors of and dealers in cement and cement products and deal in other building materials.
19. To carry on the business as promoters, underwriters, hire-purchase dealers, contractors, concessionaires, merchants and other agents and to undertake, carry on and execute all kinds of commercial, trading and other operations, excluding the business of banking within the meaning of the Banking Regulations Act, 1949.
20. To purchase, take on lease, licence or concession or otherwise acquire, mines, mineral oils, beneficiation, dressing, concentration and refining plants and rights and privileges therein and to explore, prospect, work, develop, administer and manage the same.

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For SPYNOX CONSORTIUM LIMITED

 (AUTHORISED SIGNATORY)

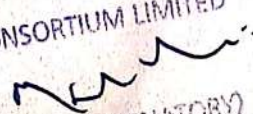


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21. To carry on the business or businesses of spinning, weaving, combing, manufacturing, darning, preparing, packing, bleaching, dyeing, colouring, processing, finishing, selling and buying or dealing in cotton, staple, silk and other fibrous and synthetic substances including waste and raw wool and wool tops.
 22. To carry on all or any of the business of agents, chief agents or licenced agents of any Company or Companies and further to acquire exclusive distribution rights, to act as agents of Indian and Foreign manufacturers particularly dealing in plant, machinery, tools, spares, electric goods food articles and enter into partnership or joint venture with foreigners.
 23. To engineer, develop, design, assemble, manufacture, produce, import and export, buy, sell and otherwise deal in industrial, mining, agricultural and other machines and all types of tools, plants, equipments, instruments, appliances and hardware of all kinds, general fittings, accessories and appliances of all description made of metal, alloy, glass, synthetic and other fibres, chemicals and PVC compounds, plastic or any other materials.
 24. To carry on the business of manufacturers, processors, designers, buyers, sellers, exporters, importers and otherwise dealers in all kinds of plastic and chemicals and of products made of plastic and chemicals including monomers, polymers and co-polymers, cellulose plastic, Viscose plastic formaldehyde (Phenol and urea) cresol, phenol, furfural epoxides, silicones, polyesters, polythelene Vinyl resins, acrylic resins, synthetic rubbers, melamine plastics, cellophane and other forms of plastic and chemicals to be processed or manufactured by injection moulding, blow moulding, extrusion, calendering lamination, adhesion impregnation, compression, fabrication, coating, spraying, immersion, planting, slush, rotational moulding, transfer, vacuum forming, printings or any other mechanical, electrical or manual process or operations.
 25. To carry on the business of hotel, restaurant, cafe, tavern, night clubs, casinos, discotheques, swimming pool, beer-house, refreshment room and lodging house keepers, health clubs, baths and dressing rooms, license victuallers, wine, beer and spirit merchants, importers and manufacturers of aerated and artificial waters and other drinks, purveyors and caterers for public amusement.
 26. To purchase, take on lease, hire, erect or otherwise acquire, establish and equip, manage, administer, own, act as collaborators, technicians, financiers of any other hotels, motels, holiday camps, restaurants, canteens, clubs, cafes, pubs, bars, refreshment rooms, casinos in India or in any other part of the world.
 27. To carry on the business of advertising agency for providing to advertisers a complete range of advertising services on all mass media like boardings, newspapers, radio, television and film.

IV. The liability of the members is limited.

V. The Authorised Share Capital of the Company is Rs. 50,00,000/- (Rupees Fifty lacs) divided into 5,00,000 (Five lacs) Equity Shares of Rs. 10/- (Rupees Ten) each.

(9)

FOR SPYNOX CONSORTIUM LIMITED

 AUTHORIZED SIGNATORY

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 opposite our respective names :—

| Sl. No. | Signature, Name, Description, Address and Occupation of the Subscribers | No. of Equity Shares taken by each subscriber | Signature, Name, Address, Description and Occupation of Witness |
|---------|--|---|--|
| 1 | Sd/- (VIJAY KUMAR JAIN) S/o Dr. T. C. Jain 11, Himmat Nagar, Tonk Road, JAIPUR-302018 Business | 100 (One hundred) | I witness signatures of all the subscribers Sd/- (K. K. KALANI) S/o Shri P. C. Kalani 67, Sardar Patel Marg, C-Scheme, JAIPUR Chartered Accountant |
| 2 | Sd/- (PRAVEEN JAIN) S o Shri Gulab Chand Jain B-106, University Marg, Bapu Nagar, JAIPUR-302015 Business | 100 (One hundred) | |
| 3 | Sd/- MANOJ HARKUT (MAHESHWARI) S/o Shri O. P. Harkut A-4 Natraj Nagar, Imliwala Fatak, JAIPUR-302015 Business | 100 (One hundred) | |

Total No. of Equity Shares subscribed : 300 (Three hundred)

Dated the 5th day of May, 1994.

Place : Jaipur.

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For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

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THE COMPANIES ACT, 1956
(COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATIONS

OF

SPYNOX CONSORTIUM LIMITED

GENERAL
TABLE 'A' EXCLUDED

1. The regulations contained in the table 'A' in Schedule-I of the Companies Act, 1956 shall not apply to this Company but the regulations for the management of the company and for observance of the members and their representatives shall be subjected to any exercise of the statutory powers of Company in reference to the repeal or alterations of or additions to its regulations by special resolution as prescribed by the said Companies Act, 1956 be such as are contained in these Articles.

Table 'A' not to apply but the company to be governed by these Articles

INTERPRETATION

2. In these Articles unless there be something in the subject or context inconsistent therewith the following words or expressions shall have the following meanings :

Interpretation clause

"The Company" or "This Company" means SPYNOX CONSORTIUM LIMITED.

"The Company"

"The Act" means the Companies Act, 1956 and includes any statutory modification or re-enactment thereof for the time being in force.

"The Act"

"Board" means a meeting of the Directors duly called and constituted or as the case may be, the Directors assembled at the Board or the requisite number of Directors entitled to pass a circular resolution in accordance with these Articles.

"Board"

"Chairman" means the Chairman of the Board.

"Chairman"

"The Managing Director" means the Managing Director of the Company for the time being.

"Managing Directors"

"Month" means the calendar month

"Month"

"Dividend" Includes Bonus but excludes bonus shares.

"Dividend"

"These Presents" means the Memorandum of Association and these Articles of Association as originally framed or the regulations of the Company for the time being in force.

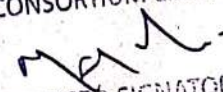
"These Presents"

"Seal" means the common seal for the time being of the Company.

"Seal"

"Ordinary Resolution" and "Special Resolution" shall have the meanings assigned thereto respectively by Section 189 of the Act.

"Ordinary and special resolution"

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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|--|---|
| "Paid up" | "Paid up" includes credited as paid-up. |
| "Writing" | "In writing" and written shall include printing, lithograph or part printing and part lithography and any other mode or modes of representing or reproducing words in visible form. |
| "Singular number" | "The words importing "singular number" shall include the plural number and vice versa. |
| "Gender" | The word importing "masculine gender" shall include the feminine gender and vice versa. |
| "Person" | The words importing "person" shall include Corporation. |
| "The Office" | "The office" means the Registered Office of the Company for the time being. |
| "Debenture" | The word "debenture" includes debenture-stock. |
| Expression in these regulations to bear same meaning as in the Act | Subject as aforesaid and except where the subject or context otherwise requires, words or expression contained in these regulations shall bear the same meaning as in the Companies Act as in force at the date on which these regulations become binding on the company. |
| "Marginal Note" | The marginal notes hereto shall not effect the construction hereof. |
| "Registered Office" | 3. The Office shall be at such place as the Board of Directors shall determine subject to provision of the act. |

CAPITAL

| | |
|---------------------|--|
| Capital | 4. The authorised Share Capital of the Company shall be as stated in clause V of the Memorandum of Association of the Company. The Company shall have power to increase, reduce, sub-divide or to repay the same or to divide the same into several classes and to attach these to any rights to consolidate or sub-divide the shares and to vary such rights as may be determined in accordance with the regulations of the Company. |
| Preference Shares | 5. Subject to the provisions of Section 80 of the Act, the Board shall be empowered to issue and allot redeemable preference shares carrying a right to redemption out of profit or out of the proceeds of fresh issue of shares. |
| Consideration | 6. The directors may allot and issue shares in the capital of the Company as payment or part payment for any property goods or machinery supplied sold or transferred or for services rendered to the Company in or about the formation or promotion of the Company, for the conduct of its business and any shares so allotted may be issued as fully paid up or as partly paid up shares. |
| Discretion in calls | 7. The directors may, at their discretion at the time of issue make such different arrangement with different shareholders in the amounts and times of payments of calls on their shares, may accept from any member whose assets thereto the whole or part of the amount remaining unpaid on any shares held by him although no part of that amount has been called up and may pay dividend in proportion to the amount paid up on each share or may pay interest on the amount so received in excess of calls. |
| Commission | 8. The directors may at any time, pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) or any shares, debentures or debenture-stock in the Company, so that if the commission in respect of share shall be paid or repayable out of capital, the statutory conditions and requirements shall be observed and |

(2) For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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the amount of rate of commission shall not exceed 5 percent on the shares and 2.5 percent on debentures or debenture-stock in each case subscribed or to be subscribed. The commission may be paid or in satisfied in cash on shares, debenture-stock of the Company.


SHARES AND CERTIFICATES

9. The shares in the capital shall be numbered progressively according to their several denominations and except in the manner herein before mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.
10. (I) where at the time after the expiry of two years from the formation of the company or at any time after the expiry of one year from the allotment of shares in the company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the company by allotment of further shares whether out of the issued capital or out of the increased share capital then:
- (a) Such further shares shall be offered to the person who at the date of the offer, are holders of the equity shares of the company in proportion, as near as circumstances admit, to the capital paid up on those shares at the date.
 - (b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than thirty days from that date of the offer and the offer if not accepted, will be deemed to have been declined.
 - (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub-clause (b) hereof shall contain a statement of this right. PROVIDED THAT that Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.
 - (d) After expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose them off in such manner and to such person (s) as they may think, in their sole discretion, fit.
- (II) Notwithstanding anything contained in sub-clause (I) thereof, the further shares aforesaid, may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub clause (i) hereof) in any manner whatsoever.
- (a) If a special resolution to that effect is passed by the company in General Meeting, or
 - (b) Where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the general meeting (including the casting vote, if any of the Chairman) by the members who, being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company.
- (III) Nothing in sub-clause (c) of (I) shall be deemed:
- (a) To extend the time within which the offer should be accepted; or
 - (b) To authorise any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- (IV) Nothing in this Article shall apply to the increase of the subscribed capital of the company caused by the exercise of any option attached to the debenture issued or loans raised by the company:

Shares to be numbered progressively and no shares to be sub-divided

Further issue of shares

(3)

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

(a) To convert such debentures or loans into shares in the Company; or
 (b) To subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise). PROVIDED THAT the terms of such loans include a term providing for such option and such term:

(I) Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with the Rules, if any, made by that Government in this behalf; and

(II) In the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of the debenture or raising of the loans.

Acceptance of shares

11. Any application signed by or on behalf of any applicant for shares in the Company followed by an allotment of any share herein shall be an acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose name is on the Register shall for the purpose of these Articles be a member.

Deposit and calls to a debt payable immediately

12. (i) The money, (if any) which the Board shall on the allotment of any share being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them shall immediately on the inscription of the name of the allottee in the Register of members as the name of the holder of such shares become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by him on such terms as the Board may deem fit from time to time.

Liability of members

(ii) Every member or his heirs, executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may for the time being, remain, unpaid thereon in such amounts, at such time or times and in such manner, as the board shall from time to time, in accordance with the Company's regulations require to fix for the payment thereof.

Limitation of time for issue of certificates

13. Every member shall be entitled, without payment, to one or more Certificates in marketable lots, for all the shares of each class or denomination registered in his name; or if the directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more such shares and the Company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every Certificate of shares shall be under the seal of the company and shall specify the numbers and distinctive numbers of shares in respect of which it is issued and amount paid up thereon and shall be in such form as the Directors may prescribe or approve, provided that in respect of a 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 of shares to one of several joint holders shall be sufficient delivery to all such holders.

Member's Rights certificates

14. Every member shall be entitled to one or more certificate in marketable lot for all the shares registered in his name or if the Directors so approve to several certificates each for one or more of such shares but in respect of each additional certificate, shall be paid to the Company a fee of Rs. 2/- or less as the Directors may determine. Every certificate of shares shall specify the number and denoting number of the shares in respect of which it is issued and the amount paid up thereon. The Directors may in any case waive the charging of such certificates.

Issue of new certificate in place of one defaced, lost or destroyed

15. In any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement or 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

(14)
 For CRYNOX CONSORTIUM LIMITED
 (AUTHORISED SIGNATORY)

on execution of such indemnity as the company deem adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificate under the Article shall be issued without payment of fees if the Directors so decided, or on payment of such fees, (not exceeding Rs. 2/- for each certificate) as the Directors shall prescribe, provided that no fee shall be charged for issue of new certificates in replacement of those which are old, descript or worn out or there is no further space on the back thereof for endorsement of transfer-provided that notwithstanding what is stated above the Directors shall comply with such rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf, the provisions of this Article shall mutatis mutandis apply to debentures of the Company.

16. Subject to the provisions of Sections 81 of the Act and these Articles the shares of the capital of the company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such person, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

shares at the disposal
of the directors

17. The Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditional) for any shares or debentures in the Company or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares or debentures in the Company, but so that the amount or rate of commission shall not exceed in the case of shares, 5% of the price at which the shares are issued and in the case of debentures two and a half percent of the price at which the debenture are issued. Such commission may be satisfied by payment of cash of allotment of fully or partly paid shares or debentures or partly in one way and partly in the other. The Company may also pay on any issue of shares or debentures such brokerage as may be lawful and reasonable.

Commission for
placing shares and
brokerage

CALLS

18. The Directors may, from time to time, subject to the terms on which any shares may have been issued, make such calls, as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotments thereof made payable at fixed times and each members shall pay the amount of every call so made on him to the person and at the time and place appointed by the Directors. A call may be made by instalment.
19. A call shall be deemed to have been made at the time when the resolution of the directors authorising such call was passed. Not less than fourteen day's notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.
20. The Board may, from time to time, at its discretion extend the time fixed for the payment of any call and may extend such time as to all or any of the members for reasons which the Board may consider satisfactory but no member shall be entitled to such extension save as a matter of grace and favour.
21. If any members fails to pay any call, due from him on the day appointed for payment thereof or any such extension thereof as aforesaid he shall be liable to pay interest on the same from the day appointed for the


Calls

when call deemed
have been made and
notice to call

Extension of time for
payment of calls

Call to carry interest

(5)

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

Amount payable at fixed times by instalments payable as calls

Evidence in actions by company against shareholders

Payment in anticipation of call may carry interest

Joint holders

To which of joint holder certificate to be issued

Several liabilities of joint holders
The first named of Joint holder deemed soleholder

Death of one or more joint holders of share

Payment thereof to the time of actual payment at such rate as from time to time be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member and the Board shall be at liberty to waive payment of such interest either wholly or in part.

22. If by the terms of issue of any shares or otherwise any amounts is made payable on allotment or on any fixed date or instalments at time, whether on account of the amount of the shares or by way of premium every such amount or instalment shall be payable as if it was a call duly made and provisions herein contained in respect of calls shall relate to such amount or instalment accordingly.
23. On the trial hearing of any action or suit brought by the Company against any shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was when the claim arose on the Register of shareholder of the Company as a holder of or as the holders of the number of shares in respect of which such claim is made that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the directors who made any call nor that a quorum of directors was present at the Board at which any call was made or that the meeting at which any call was made duly convened or constituted nor any other matter whatsoever but the proof of matters aforesaid shall be conclusive evidence of the debt.
24. (a) The Director may if they think fit, subject to the provision of Section 92 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceed the amount of the calls then made upon the shares in respect of which such advance has been made, the company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividends. The Directors may at any time repay the amount so advanced.
(b) The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.
(c) The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.

JOINT HOLDERS

25. Where two or more persons are registered as holders of any shares they shall be deemed to hold the same as joint-holders with benefits of survivorship subject to the following and other provisions contained in the Articles.
(a) Shares may be registered in the name of any person, company or other body corporate but not more than three persons shall be registered jointly as members in respect of any shares.
(b) The certificate of shares registered in the name of two or more persons shall be delivered to the person whose name is first on the Register.
(c) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
(d) If any share stands in the names of two or more person, the person first named in the register shall as regards receipt of share certificates, dividends or bonus or service or notice and all or any other matter connected with the company except voting at meeting and the transfer of the shares be deemed the sole holder thereof but the joint holders of a share shall be liable severally as well as jointly for the payment of all instalments and calls due in respect of such share and for all incidentals thereof according to the Company's regulations.
(e) In the case of death of any one or more of the persons named in the register of members as the joint holders of any share, the survivors shall be the only persons recognised by the Company as having any

(6)

For SPYNOX CONSORTIUM LIMITED
[Signature]
(AUTHORISED SIGNATORY)

title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person

- (f) If there be joint registered holders of any shares, any one of such persons may vote at any meeting either personally or by proxy in respect of such shares, as he was solely entitled thereto, provided that if more than one of such joint holders be present at any meeting either personally or by proxy, then one of the said Persons so present whose name stands higher on the register of members shall alone be entitled to vote in respect of such shares, but the other of others or of the joint holders shall be entitled to be present at the meeting several executors or administrators of a deceased member in whose names shares stand shall for the purpose of these articles be deemed joint holders thereof.
- (g) A document or notice may be served or given by the Company on or to the joint holders of a share by serving or giving the document or notice on or to the joint holder named first in the register of members in respect of the share.

Votes of joint members

on joint holders

FORFEITURE AND LIEN

26. If any members fails to pay any call or instalment on or before the day appointed for the payment of the same the directors may at any time thereafter during such time as the call or instalment remains unpaid serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the company by reason of such non-payment.
27. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment of at or before the time and at the place appointed, the shares in respect of which such call was made or instalment is payable will be liable to be forfeited.
28. If the requisitions of any such notice as aforesaid be not complied with any shares in respect of which such notice has been given may at any time thereafter before payment of all calls or instalments, interests and expenses due in respect thereof, be forfeited, by a resolutions of the Directors to that effect.
29. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the Register but no forfeiture shall be in any manner invalidated by any commission or neglect to give such notice or to make such entry as aforesaid.
30. Any share so forfeited shall be deemed to be property of the Company and the directors may sell, re-allot or otherwise dispose of the same in such manner as they think fit.
31. The Directors may at any time before any share so forfeited shall have been sold, re-allot or otherwise dispose off annul the forfeiture thereof on such conditions as they think fit.
32. Any member whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all call, instalments, interest and expenses, owing upon/to in respect of such shares at the time of the forfeiture together with the interest thereon, from the time of forfeiture until payment at 12 percent per annum and the Directors may enforce the payment thereof, without any deduction or allowance for the value of the shares at the time of forfeiture but shall not be under any obligation to do so.
33. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the company in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.
34. A duly verified declaration in writing that the declarant is a director or secretary of the Company and that certain shares in the Company have

If call or instalment not paid notice must given

From of notice

If notice not complied with shares may be forfeiture

Notice after forfeiture

Forfeited share to become property of the company

Power to annul forfeiture

Arrears to be paid notwithstanding forfeiture

Effect of forfeiture

Evidence of forfeiture

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been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposal thereof shall constitute a good title to such shares and the person to whom the shares are sold be registered as the holder of such shares and shall not be bound to see to the application of the purchase money nor shall his title to such shares be affected by any irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposal.

Company's lien on shares/debentures

35. The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures, wholly or in part to be exempt from the provisions of this clause.

As to enforcing lien by sale

36. For the purpose of enforcing such lien, the directors may sell the shares subject there to in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators or his committee curators, bonis or other legal curator and default shall have been made by him or them in the payment of moneys called in respect of such shares for seven days after such notice.

Application of proceeds of sale

37. The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such Part of the amount in respect of which the lien exists as is presently payable and residue, if any, shall (subject to like lien sums not presently payable, as existed upon the share before the sale) be paid to the person entitled to the shares at the date of sale.

Validity of sales upon forfeiture

38. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the directors may appoint some persons to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings nor to the application of the purchase money and after his name has been entered in the register in respect of such share the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damage only and against the company exclusively.

Cancellation of old Certificate and issue of new certificate

39. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative share shall (unless the same shall on demand by the company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect and the directors shall be entitled to issue a new certificates or certificates in respect of the said shares to the person or persons entitled thereto distinguishing it or them in such manner as they think fit from the old certificate or certificates.

Instrument of transfer

40. The instrument of transfer shall be in writing and all provisions of Section 108 of the Companies Act, 1956 and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.

TRANSFER AND TRANSMISSION OF SHARES

41. (a) Application for the registration of the transfer of a share may be made either by the transferor or the transferee, provided that where such application is made by the transferor no registration shall, in the case of a partly paid share, be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 101 of the Act, and subject to provisions of these Articles, the Company shall unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.

Application by
transferor

- (b) The instrument of transfer shall be in the form prescribed by the Act or the rules framed thereunder or where no such form is prescribed in the usual common form or any other form approved by the stock exchange in India or as near thereto as circumstances will admit.

42. Subject to the provisions of Section 111 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956, the Directors may at their own, absolute and uncontrolled discretion and by giving reasons decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the Company, but in such cases, the Directors shall within one month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of transfer shall not be refused on the ground of the transfer being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the company has a lien on the shares. Transfer of shares/debentures in whatever lot shall not be refused.

Directors may refuse
to register transfer

43. The Directors may from time to time fix a fair value for the shares of the company at which the transfer shall be registered in terms of the Articles mentioned above. The said value shall not in any way be less than the intrinsic value of a share as shown by the last balance sheet of the Company.

44. Every instrument of transfer which is registered shall remain in the custody of the company until destroyed by order of the Board.

Registered instrument
to remain with the
company
No fees for transfer
or transmission

45. No fee shall be charged for registration of transfer, transmission, probate, Succession Certificate and Letters of administration, Certificate of Death or Marriage, power of Attorney or similar other document.

46. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares not withstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration.

The Company not
liable for immediate
discharge of notice
in prohibiting registra-
tion of transfer

47. The Directors may at any time accept the surrender of any shares from or by any shareholder desirous of surrendering the same on such terms as the directors may think fit Except as otherwise required by a statutory provision or under an order of the competent court of law, the Directors of the company may in their absolute discretion refuse sub-division of share certificates or debenture certificates into denominations of less than the marketable lots.

BORROWING POWERS

48. Subject to the provision of the Act and these Articles, the Board may from time to time at its discretion by a resolution passed at a meeting of the Board accept deposits from members either in advance of calls or otherwise and raise or borrow or secure the payment of any sum or sums of money for the Company subject to the provisions of the Act.

Power of borrow

49. The payment or repayment of money so borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respect as the Board may think fit and in particular by a resolution passed at meeting of the Board or by a circular resolution by the issue of debentures or debenture-stock of the Company (both present and

The payment or
repayment of money
borrowed

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future) including its uncalled capital for the time being and debentures, debenture-stock and other securities may be made assignable free from any equities between the company and person to whom the same may be issued.

50. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise debentures with the right to conversion into or allotment of Shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution.
51. If any uncalled capital of the Company is included in or charged by any mortgage or other securities, the directors may make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed.
52. If the directors, any of them or any other person shall become personally liable for the payment of any sum primarily due from the company the directors may execute or cause to be executed any mortgage, change of security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

Terms of issue of
debenture

Assignment of
uncalled capital

Indemnity may be
given

RESERVE AND DEPRECIATION FUNDS

53. The Directors may from time to time before recommending any dividend set apart any and such portion of the profits of the Company as they think fit as a Reserve Fund to meet contingencies or for the liquidation of any debentures debts or other liabilities of the Company, for equalization of dividends or for repairing, improving and maintaining any of the property of the Company and for such other purpose of the Company as the directors in their absolute discretion think conducive to the interest of the Company and may invest the several sums so set aside upon such investment other than shares of the Company as they may think fit and from time to time deal with and vary such investments and dispose off them or any part thereof for the benefit of the Company and may divide the Reserve Fund into such special funds as they think fit, with full power to transfer the whole or any portion of a Reserve Fund to another Reserve Fund or a division of a Reserve Fund and also with full power to employ the Reserve Fund or any part thereof in the business of the Company and that without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power, however to the Board in their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.
54. The directors may, subject to provisions of law, from time to time before recommending any dividend set apart any such portion of the profits of the Company, as they think fit, as a depreciation fund, applicable at the discretion of the directors for providing, against any depreciation in the investments of the company or for rebuilding, restoring, replacing any assets destroyed or damaged by fire, flood storm tempest earthquake, accident, riot, wear and tear or any other means whatsoever and for repairing, altering and keeping in good condition the property of the company or for extending and enlarging the building machinery and property of the Company with full power to employ the assets constituting such depreciation fund in the Company and that without being bound to keep the same separate from the other assets.
55. All moneys carried to any reserve fund and depreciation fund respectively shall nevertheless remain and be profits of the Company applicable subject to due provisions being made for actual loss or depreciation or for the payment of dividend and such moneys and all the other moneys of the Company may be invested by the directors in or upon such investment or securities as they may select or may be used as working capital or may be kept at any bank as deposit or otherwise as the directors may from time to time think proper.

Reserve fund

Depreciation fund

Investment of
moneys

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GENERAL MEETINGS

56. In addition to any other meetings, general meeting of the Company shall be held at such intervals and at such times and places as may be determined by the Board as required under section 166 and 167 of the Act.
57. All other meetings of the Company other than those referred to in the preceding Articles shall be called Extraordinary General Meetings.
58. The directors may, whenever they think fit and they shall, on the requisition of the holders of not less than one-tenth of the paid up capital of the Company as at the date entitled to vote in regard to the matter in respect of which the requisition is made, forthwith proceed to convene an Extraordinary General Meeting of the Company.
59. Twenty one day's notice at least of every General Meeting, a meeting may be convened by a shorter notice. In the case of an Annual General Meeting if any business other than (i) the consideration of the accounts, balance sheets and reports of the Board and Auditors, (ii) the declaration of dividend, (iii) the appointment of directors in place of those retiring, (iv) the appointment of and fixing of the remuneration of the Auditors, is to be transacted and in the case of any other meeting in any event, there shall be annexed to the notice of the meeting a statement setting out all the materials facts concerning each such item of business, including in particular the nature and extent of the interest, if any therein of every director and the Manager (if any). Where any such item of business relates to or affects any other company the extent of shareholding interest in that other company of every director and manager if any, of the Company shall also be set out in the statement if the extent of such shareholding and interest is not less than twenty percent of the paid-up share capital of that other company. Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.
60. The accidental omission to give any such notice to or the non-receipt of notice by any of the members or persons entitled to receive the same shall not invalidate the proceedings at any such meeting.
61. Five members present in person shall be a quorum for a General Meeting. A corporation being a member shall be deemed to be personally present if it is represented, in accordance with Section 187 of the Act. The President of India or the Governor of a State shall be deemed to be personally present if he is represented in accordance with Section 187-A of the Act.
62. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) ordered by the Chairmen of the meeting of his own motion and shall be ordered to be taken

When annual general meeting to be held

Distinction between ordinary and extraordinary meeting

When extraordinary meeting to be called

Notice of meeting

As to omission to give notice

Quorum at General Meeting

Questions at general meeting how to decide

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by him on demand made in that behalf by any member or members present in person or by proxy and holding shares, in the Company which Confer a power to vote on the resolution, not being less than one tenth of the total voting power in respect of the resolution, or on which aggregate sum of not less than fifty thousand rupees has been paid up, and unless a poll is so demanded, a declaration by the chairman that a resolution has on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the minutes book of the Company shall be conclusive evidence of the fact, without further proof of the number or proportion of the votes recorded in favour of or against that resolution.

Chairman's casting vote

63. In the case of an equality of votes the Chairman shall both on a show of hands and poll (if any) have a casting vote in addition to the vote or votes which he may be entitled to as a member.

Poll to be taken if demanded

64. If poll is demanded as aforesaid the same shall subject to Article 72 be taken at such time (not later than forty-eight hours from the time when demand was made) and place and either by open voting or by ballot as the Chairman shall direct and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or the person who made the demand.

Scrutineers of the poll

65. Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him. One of the scrutineers so appointed shall always be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from the office and fill vacancies in office of scrutineer arising from such removal or from any other cause.

Business to proceed notwithstanding demand to poll

66. The demand for a poll, shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMBER

Members in arrears not to vote

67. No member shall be entitled to vote either personally or by proxy for another member, at any General Meeting or meeting of a class of shareholders if he has shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has any right or lien and has exercised the same.

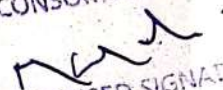
Voting rights of members

68. On a show of hands, every holder of equity shares entitled to vote and present in person or by proxy shall have one vote and on a poll the voting right of every holder of equity shares whether present in person or by proxy, shall be in proportion to his share of the paid up equity capital of the Company.

Casting of votes by a member entitled to more than one votes

69. On a poll taken at a meeting of the Company, a member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not if he votes, use all his votes, or cast in the same way all the votes he uses.

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70. A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may on a poll, vote by proxy, if any member be a minor the vote in respect of his shares may be cast by his guardian or any one of his guardians, if more than one.

How member non-composments and minor may vote

71. (i) Subject to the provisions of these Articles votes may be given either personally or by proxy. A corporation being a member may vote by representative duly authorised in accordance with Section 187 of the Act, and such representative shall be entitled to speak, demand a poll, vote, appoint a proxy and in all other matters reckoned as a member for all purposes.

voting in person or by proxy

(ii) Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney or if such appointer is a corporation under the Common seal of such corporation or under the hand of its officer or an attorney, duly authorised by it and any committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the meetings.

Appointment of proxy

(iii) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve month from the date of its execution.

Deposit of Instrument of appointment

(iv) Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in either of the forms set out in Schedule IX to the Act.

Form of proxy

(v) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or of any power of attorney under which such proxy was signed, or the transfer shall have been received at the office before the meeting.

Validity of vote given by proxy notwithstanding death of member etc.

72. (i) No objection shall be made to the validity of any vote, except at the meeting or poll at which such vote shall be tendered and every vote, whether given personally or by proxy, not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

Time for objection to vote

(ii) The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

Chairman of any meeting to be the judge of validity of any vote

73. The Company shall cause to be kept minutes of all proceedings of general meetings which shall contain a fair and correct summary of the proceedings thereat and a book containing such minutes shall be kept at the registered office of the Company and shall be open during business hours for such periods not being less in the aggregate than

Minutes of general meetings and inspection thereof by member

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two hours in each day as the directors may determine, for inspection of any member without charge. The minutes aforesaid shall be kept in accordance with the provisions of section 193 of the Act.

DIRECTORS

Number of Directors

74. Until otherwise determined by a General Meeting and subject to Section 252 and 259 of the Act, the number of Directors shall not be less than three or more than twelve, excluding any Directors appointed under Articles 79 and 80.

First Directors

75. (a) The First Directors shall be as follows :-

1. Vijay Kumar Jain
2. Praveen Jain
3. Manoj Harkut (Maheshwari)

- (b) The Company in General Meeting may from time to time increase or reduce the number of Directors within the limit fixed as above.

Appointment of alternate directors

76. The Board of Directors of the Company may appoint an alternate directors to act for a director (hereinafter in this Article called "the original director") during the absence for a period of not less than three months from the state in which the meetings of the Board are ordinarily held. An alternate director appointed under this Article shall not hold office as such for a period longer than that permissible for the original director in whose place he has been appointed and shall vacate office if and when the original director returns to the State.

Directors may fill-up vacancies.

77. The Directors shall have power at any time and from time to time to appoint any qualified person to be a director to fill a casual vacancy. Such casual vacancy shall be filled by the Board of Directors at a meeting of the Board. Any person so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office, if it had not been vacated as aforesaid but he shall then be eligible for re-election.

Additional directors

78. The Directors shall also have power at any time and from time to time to appoint any other qualified person to be a director as an addition to the Board but so that the total number of directors shall not at any time exceed the maximum fixed above. Any person so appointed as an addition to the Board shall retain his office only upto the date of the next Annual General Meeting but shall be eligible for re-election at such meeting.

Power to the financial institutions to nominate Directors on the Board

79. The Company may agree with any financial institution, company or any other authority, person, state or institution that in consideration of any loan or financial assistance of any kind whatsoever which may be rendered by it, shall have power to nominate such number of directors on the Board of Director of the Company as may be agreed to and from time to time remove and appoint them and to fill in vacancy caused by such directors otherwise ceasing to hold office. Such nominated directors shall not be liable to retire by rotation. The Director nominated under this Article is hereinafter referred to as "Institutional Director" in these presents.

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- Debtenture Director
80. Any trust deed for securing debenture or debenture-stock may, if so arranged, provide for the appointment from time to time by the trustees thereof or by the holders of the debentures or debenture-stock of some person to be director of the Company and may empower such trustees or holders of debenture-stock from time to time to remove any director so appointed. A director appointed under this Article is herein after referred to as a "debenture Director" and the term "Debenture Director" means a Director for the time being in office under this Article. A debenture director shall not be liable to retire by rotation or be removed by the Company. The trust deed may contain such ancillary provisions as may be agreed between the Company and the trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained.
81. No share qualifications will be necessary for being appointed as or holding the office of a director of the Company.
82. The remuneration of each director for attending the meeting of the Board or Committee thereof shall be such sum as may be prescribed by the Act or the Central Government from time to time for each such meeting of the Board or Committee thereof attended by him. The directors shall be paid such further remuneration (if any) as the Board shall from time to time determine and such additional remuneration shall be divided amongst the directors in such proportion and manner as the Board may from time to time determine and in default of such determination shall be divided among the directors equally.
83. The Directors may allow and pay any Director who is not a resident of the place where the Registered office for the time being of the Company is situated or where the meeting of the Board is held and who shall come to such place for the purpose of attending a meeting of the Board or a Committee thereof, such sum as the directors may consider fair compensation for travelling and other incidental expenses in addition to his fees for attending such meeting as above specified.
84. If any director be called upon to perform extra services or special exertions or efforts (which expression shall include work done by a director as a member of any committee formed by the directors) the Board may arrange with such directors for such special remuneration for such extra services or special exertions or efforts by way of a fixed sum or otherwise as may be determined by the board and such remuneration above provided.
85. The continuing directors may act notwithstanding any vacancy in thier body but so that if the number falls below the minimum number fixed the directors shall not act except in emergencies or for purpose of filling up vacancies or for summoning a general meeting of the Company.
86. A director shall not be disqualified from contracting with the company either as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company nor shall any such contract or arrangement entered into by or on behalf of the Company with a relative of such director or a firm in which such director or relative is a partner or with any other partner in such firm or with a private company of which director is a member or director, be avoided nor shall director so contracting or being such member or so interested be liable to account to the Company

No Qualification
shares for Directors

Remuneration of
Directors

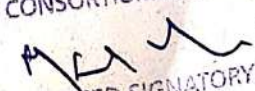
Directors not a
resident of the place
of the registered
office of the Company
to be paid travelling
expenses

Special remuneration
of Director perform-
ing extra services

Directors may act
notwithstanding
vacancy

Conditions under
which directors may
contract with Company

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for any profit realised from any such contract or arrangement by reason of such director holding office or of the fiduciary relation thereby established.

Retention of benefit
from associated
company

87. A director of a company may be or become a director of any company promoted by the company or in which he may be interested as vendor member or otherwise and no such director may be accountable for any benefit received as director or member of such company.

Rights of Directors

88. Except as otherwise provided by articles all the directors of the Company shall have in all matters equal rights and privileges and be subject to equal obligations and duties in respect of the affairs of the Company.

Retirement and
rotation of directors

ROTATION OF DIRECTORS

89. All the Directors, excluding the Managing and/or special director, shall retire at the first annual general meeting of the Company and there after at each annual general meeting of the Company, one third of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office. A special Director appointed by the Board under Articles 79 and 80 hereof and/or a Managing Director shall not be liable to retire by rotation. Subject to Section 284(5) of the Act, the Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment but as between persons who become Directors on the same day those who retire shall in default of and subject to any agreement among themselves, be determined by lot.

Eligibility for
re-election

90. A retiring director shall be eligible for re-election.

Company to appoint
successors

91. Subject to provisions of the Act the Company at the General Meeting at which a director retires in manner aforesaid may fill up the vacated office by electing a person thereto.

Notice of candidature
for office of director
except in certain cases


92. The Company may by ordinary resolution from time to time increase or reduce the number of directors and may alter their qualifications and the Company may remove any director before the expiration of his period of office and appoint another qualified person in his stead. The person so appointed shall hold office during such times as the director in whose place he is appointed would have held the same if he had not been so removed.

93. No person not being a retiring director, shall be eligible for election for the office of director at any General Meeting unless he or some other member intending to propose him has at least fourteen clear days before the meeting left at the office a notice in writing under his hand signifying his candidature for the office of director or the intention of such member to propose him as a candidate for that office alongwith a deposit of five hundred rupees which shall be refunded to such person or as the case may be to such member, if the person succeeds in getting elected as a Director.

PROCEEDING OF DIRECTORS MEETING

Meeting of directors
Quorum

94. (i) The Board of Directors may meet for the despatch of business, adjourn, and otherwise regulate its meeting as it thinks fit.
- (ii) The quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one-third being rounded off as one) or two directors, whichever is higher.

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- Adjournment of meeting for want of quorum
- When meeting to be convened
- Chairman
- Questions at Board Meeting how decided
- Powers of Board Meeting
- Directors may appoint committees and delegate its powers
- Meeting of committee how to be governed
- Resolution by Circulation
95. If a meeting of the Board could not be held for want of quorum, then the meeting shall stand adjourned to such other time, date and place as may be fixed by the directors present not being later than fifteen days from the date originally fixed for the meeting.
96. The Chairman if any, or the Managing Director of his own motion or the Secretary of the Company shall upon the request in writing of two directors of the Company or if directed by the Managing Director or Chairman if any convene a meeting of the Board by giving notice in writing to every director for the time being in India and at his usual address in India to every other director.
97. The Directors may from time to time elect from amongst their number, a Chairman of the Board and determine the period for which he is to hold office. If at any meeting of the Board Chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.
98. Questions arising at any meeting of the Board shall be decided by a majority of votes and in case of an equality of votes, the Chairman shall have a second or casting vote subject to the provision that the Nominee if appointed under Article 79 present and voting shall be part of such majority.
99. A meeting of the Board for the time being at which quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by the Act or the Articles of the Company are for time being vested in or exercisable by Board generally.
100. The Board may delegate any of their powers to a committee of directors, consisting of such director or directors or one or more directors and a member or members of the company as it thinks fit or to the managing Director, the Manager or any other principal officer of the Company or a branch officer or to one or more of them together and it may from time to time revoke and discharge any such Committee of the Board either wholly or in part and either as to persons or purpose. But every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any resolution that may from time to time be imposed on it by the Board. All acts done by any such committee of the Board in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.
101. The meeting and proceedings of any such committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meeting and proceeding of the directors so far as the same are applicable hereto and are not superceded by any regulations made by the directors under the last preceding Articles.
102. A resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, if the resolution has been circulated in draft together with the necessary papers if any, to all the directors or to all the members of the Committee then in India (not being less in number than the quorum fixed for a meeting of the Board or Committee as the case may be) and to all other directors or members of the Committee at their usual address in India and has been approved by such of the Directors or members of the Committee then in India or by a majority of such of them as are entitled to vote on the resolution.

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Acts of Board or
Committees valid

103. All acts done by any meeting of the Board or by committee of the Board or by any person acting as a director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such director or persons acting as aforesaid or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, was qualified to be a director and not vacated his office or his appointment had nor been terminated provided that nothing in this Article shall be deemed to give validity to acts done by a director after his appointment has been shown to the Company to be invalid or to have terminated.

Minutes of Proceeding
of directors and
committees to be
kept

104. (a) The Board shall in accordance with the provisions of Section 193 of the Act cause minutes to be kept of every General Meeting of the Company or of every meeting of the Board or of every committee of the Board.
- (b) Any such minutes of any meeting of the Board or of any committee of the Board or of the Company in General Meeting, if kept in accordance with the provisions of sections 193 of the Act, shall be evidence of the matters stated in such minutes.

POWER OF DIRECTORS

Powers of the Board

105. Subject to the provisions of the Act, the control of the company shall be vested in the Board who shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do provided that the Board shall not exercise any power to do any act or thing which is directed or required whether by the Act or in other statute or by the Memorandum of the Company or by these Articles or otherwise to be exercised or done by the Company in general meeting provided further that in exercising any such power or doing any such act or things, the Board shall be subject to the provisions in that behalf contained in the Act or in the Memorandum of Association of the Company or these Articles but no regulations not inconsistent therewith and duly made thereunder including regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if those regulations had not been made.

Further powers of
the Board

106. Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by the Articles, but subject to the restrictions contained in the last preceding Article, it is hereby declared that the directors shall have the following powers that is to say, power :
- (1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the company.

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- (2) To pay and charge to the capital account of the Company any commission or interest lawfully payable under the provisions of Section 76 and 208 of the Act.
 - (3) Subject to Sections 292, 297 and other provisions of the Act to purchase or otherwise acquire for the Company any property, rights or privileges which the company is authorised to acquire at or for such price or consideration and generally on such terms and conditions as they may think fit and on any such purchasers or other acquisitions to accept such title as the directors may believe or may be advised to be reasonable or satisfactory.
 - (4) At their discretion and subject to the provisions of the Act to pay for any property, right or privileges acquired by or services rendered to the Company either wholly or partly in cash or in shares, bonds, debentures, mortgages or other securities of the Company and any such share may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon and any such bonds, debentures, mortgages, or other securities may be either specially charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
 - (5) To secure the fulfilment of any contracts and engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit.
 - (6) To accept from any member, so far as may be permissible by law, surrender of his shares or any part thereof on such terms and conditions as shall be agreed.
 - (7) To appoint any person to accept and hold in trust for the Company any property belonging to the company or in which it is interested or for any other purposes and execute and do all such deeds and things as may be required in relation to any such trust and to provide for the remuneration of such trustees.
 - (8) To institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and or any claims or demands by or against the Company and to refer any differences to arbitration either according to Indian law or according to any foreign law and either in India or abroad and observe, perform or challenge any award made thereon.
 - (9) To act on behalf of the Company in all matters relating to bankruptcies or insolvencies.
 - (10) To make and give receipts, release and other discharges for moneys payable to the Company and for the claims and demands of the Company.
 - (11) To invest and deal with any moneys of the company, not immediately required for the purposes thereof upon such security (not being shares of this company), or without security and in such manner as they may think fit and from time to time to vary or realise such investment. All investments, shall be made and held in the company's own name.

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- (12) To execute in the name or on behalf of the Company, in favour of any directors or other person who may incur or be about to incur any personal liability whether as principal or surety for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other power, provisions, covenants and agreements as shall be agreed upon.
 - (13) To determine from time to time persons who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, dividend, warrants, releases, contracts and documents and to give the necessary authority for such purpose.
 - (14) To distribute by way of bonus amongst the staff of the company, a share in the profits of the Company and to give to any officer or other person employed by the Company, a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the Company.
 - (15) To provide for the welfare of directors or ex-directors or employees or ex-employees of the Company and the wives, widows and families or the dependants or connection of such persons by building or contributing to the building of houses, dwellings or chawls or by grants of money, pension, gratuities, allowances, bonus or other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions funds or trusts and by providing or subscribing or contributing towards places of interest and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit and to subscribe or contribute or otherwise to assist or to guarantee moneys to charitable benevolent, religious, scientific, national or other institution, bodies and objects which shall have any moral or other claim to support or aid by the company, either by reason of locality of operation or of public and general utility or otherwise.
 - (16) To appoint at their discretion, remove or suspend such general managers, managers, secretaries, assistants, supervisors, scientists, technicians, engineers, consultants, legal medical or economic advisers, research workers, labourers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments or remuneration and to require security in such instances and of such amount as they may think fit and from time to time provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit.
 - (17) To comply with the requirements of any local bodies which in their opinion shall in the interest of the Company, be necessary or expedient to comply with.
 - (18) From time to time and at any time to establish any local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of such local Board and to fix their remuneration.
 - (19) From time to time and at any time to delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Board and to authorise the members for the

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time being of any such local Board or many of them to fill up any vacancies there in and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Board thinks fit and may at any time remove any person so appointed and may annul or vary such delegation.

(20) At any time and from time to time by powers of attorney under the Seal of the Company to appoint any person or persons to be attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the powers to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit and any such appointment may (if the Board think fit) be made in favour of the members or any of the members of any local Board established as aforesaid or in favour of any company or the shareholders, director, nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such power of attorney may contain such powers of the protection on conveniences of persons dealing with such attorneys as the Board may think fit.

(21) for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company to enter into all such negotiations and contracts and rescind any and all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.

(22) To sell, lease or otherwise dispose off any of the properties or under takings of the Company.

MANAGING DIRECTORS

107. The Board may from time to time, appoint one or more Directors to be Managing Director or whole-time Directors of the Company either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time subject to the provisions of any contract between him or them and the company, remove or dismiss him or them from office and appoint another or others in his or their place or places.

Powers to appoint
Managing Director

108. A manager or whole-time Director shall, in addition to any remuneration that might be payable to him as a Director of the Company under these Articles, receive such remuneration as may from time to time be approved by the Company subject to provisions of the Act.

Remuneration of
Managing Director

109. Subject to the provisions of the Act and in particular to the prohibitions and restrictions contained in Section 292 thereof, the Board may from time to time entrust to or confer upon the Managing Director or whole-time Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and conditions and with such restrictions as they think fit, and they may confer such powers either collaterally

Powers of
Managing Director

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FOR THE BOX CONSORTIUM LIMITED

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Special Position of
Managing Director

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with or to the exclusion of or in substitution for all or any of the powers of the directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

110. Subject to the provisions of the Act the Managing Director or whole time Director shall not, while he or they continue to hold that office, be subject to retirement by rotation.

SEAL

The Seal, its
custody and use

111. The Board shall provide a common seal for the purpose of the Company and shall have powers from time to time to destroy the same and substitute a new seal in lieu thereof and the Board shall provide for the safe custody of the seal for the time being and the seal shall never be used except by the authority of the Board or a committee of the Board previously given. The Company shall also be at liberty to have an official Seal in accordance with Section 50 of Act for use in any territory, district or place outside India.

112. Every Deed or other instruments to which the Seal of the Company is required to be affixed shall unless the same is executed by a duly constituted attorney be signed by one director and the secretary or some other person appointed by the Board for the purpose, provided nevertheless that certificate of shares may be sealed in accordance with the provisions of the Companies (Issue of Share Certificates) Rules, 1960 or the statutory modification or re-enactment thereof for the time being in force.

DIVIDENDS

How Profits shall
be divisible

113. Subject to the rights of members entitled to shares (if any) with preferential or special rights attached thereto, the profits of the Company which it shall from time to time determine to divide in respect of any year or other period shall be applied in the payment of a dividend on the equity shares of the Company but so that a partly paid-up share shall only entitle the holder with respect thereto such proportion of the distribution upon a fully paid-up share as the amount paid thereon bears to the nominal amount of such share and so that where capital is paid-up in advance of calls upon the following that same shall carry interest, such capital shall not with carrying interest confer a right to participate in profit.

Declaration of
dividends

114. The Company in General Meeting may declare dividends to be paid to the members according to their rights and interest out of the profits and may fix the time for payment.

115. No larger dividend shall be declared than is recommended by the Directors but the company in General Meeting may declare a smaller dividend.

116. No dividend shall be payable except out of the profits of the Company of the year or any other undistributed profits.

Ascertainment of
amount available
for dividend

117. When any assets, business or property is bought by the Company as from a past date upon terms that the Company shall as from the date take the profits and bear the losses thereof such profits and losses as the case may be shall, at the discretion of the Directors, be so credited or debited wholly or in part to the Profit and Loss Account and in that case the amounts so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company and available for dividend. Accordingly, if any shares or securities are purchased with dividend

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or interest, the dividend or interest when paid may at the discretion of the directors be treated as revenue and it shall not be obligatory to capitalise the same or any part thereof.

118. The declaration of the directors as to amount of the net profits of the company shall be conclusive.

What to be deemed
net Profits

119. The director may from time to time pay to the members such interim dividends as in their judgement the position of the Company justifies.

Interim dividend

120. The Directors may retain dividends on which the Company has a lien and may apply the same in or towards satisfaction of debts liabilities or engagements in respect of which the lien exists.

Debts may be reduced

121. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the members, be set off against call.

Dividend and call
together

122. No member shall be entitled to receive payment of any interest or dividend in respect of his shares, whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise however either alone or jointly with any other persons and the Board may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.

No members receive
dividend whilst indebted
to the Company and
right of reimbursement
thereout

123. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of transfer.

Transfer of shares must
be registered

124. (a) Unless otherwise directed any dividend may be paid by a cheque or warrant or by a pay slip or receipt having the force of cheque or warrant sent through the post to the registered address of the member or person entitled or in case of joint-holders to that one of them first named in the Register of Member in respect of the joint-holdings. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission or for any dividend lost to the member or person entitled thereto by any forged endorsement of any cheque or warrant or forged signature of any pay slip or receipt or the fraudulent recovery of the dividend by any other means. If several persons are registered as joint-holders of any shares, any one of them can give effectual receipts for any dividends or other moneys payable in respect thereof.

Dividend how
remitted

(b) Subject to the provisions of Section 205A, 205B and 206A of the Companies Act, 1956, the unpaid or unclaimed dividend amount shall be transferred by the Company to a special account to be opened in any scheduled bank to be called "Unpaid Dividend Account" of the Company.

Unpaid Dividend
Account

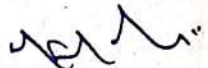
CAPITALISATION OR RESERVES

125. Any General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of any reserves or any capital redemption reserve fund or in the hands of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of share premium account be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportion on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of shareholders in paying up in full any unissued shares, debentures or debenture-stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares and that such

Capitalisation of
reserves

For SPYNOX CONSORTIUM LIMITED

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distribution or payment shall be accepted by such share holders in full satisfaction of their interest in the said capitalised sum provided that any sum standing to the credit of a share premium account or a capital redemption reserve fund may for the Purpose of this Article only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

Surplus money

126. A general meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company or any investment representing the same or any other undistributed profits of the Company not subject to charge for income-tax, be distributed among the members on the footing that they receive the same as capital.

Fractional certificate

127. For the purpose of giving effect to any resolution under the preceding two Articles the Board may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payment shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Board. Where requisite a proper contract shall be filed in accordance with Section 75 of the Act and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund and such appointment shall be effective.

BOOKS AND DOCUMENTS

Books of accounts
to be kept

128. The directors shall cause to be kept proper books of accounts in accordance with Section 209 of the Act with respect to :-

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place;
- (b) all sales and purchases of goods by the Company;
- (c) the assets and liabilities of the Company.

Provided that the said proper books of account shall be kept on accrual basis and according to the double entry system of accounting.

Where to be kept

129. The books of account shall be kept at the office or subject to the provision of Section 209 of the Act at such other place as the directors think fit and shall be open to inspection by the directors during the business hours.

Inspection by
members

130. The directors shall from time to time determine whether and to what extent and at what time 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 the members not being directors and no members (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 directors.

Statement of accounts
to be furnished to
General Meeting

131. The directors shall, from time to time, cause to be prepared and to be laid before the Company in Annual General Meeting such profit and Loss Accounts, Balance Sheets and reports as are referred to in the Act.

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- Account to be sent to each member
132. A copy of every such Profit and Loss Account and Balance Sheet (including the Auditor's Report and every other document required by law to be annexed or attached to the Balance Sheet) shall, at least twenty one days before the meeting at which the same are to be laid before the members, be sent to the members of the Company, to holders of debentures issued by the Company (not being debentures which ex-facie are payable to bearer thereof), to trustees for the holders of such debentures and to all persons entitled to receive notice of General Meeting of the Company provided that a copy of the documents aforesaid shall not be required to be sent when the shares of the Company are listed on a recognised stock exchange, if and copies of the documents aforesaid are made available for inspection at the Registered office during working hours for period of twenty-one days before the date of the meeting and a statement containing the salient features of such documents in the prescribed form or copies of the documents aforesaid, as the company may deem fit, be sent to every member of the company and to every trustee for the holders of any debentures issued by the company not less than twenty-one days before the date of the meeting as per provisions of Section 219 of the Act.

AUDIT

133. Auditors shall be appointed and their rights and duties regulated in accordance with Sections 224 to 227 of the Act.
134. Every account of the Company when audited and approved by the General Meeting shall be conclusive.

Account to be audited

Accounts when audited and approved to be conclusive

DOCUMENTS AND NOTICE

135. (1) A document or notice may be served or given by the Company on any member or an officer thereof either personally or by sending it by post to him to his registered address of (if he has no registered address in India) to the address if any, within India supplied by him to the Company for serving documents or notices on him.
- (2) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and such service shall be deemed to have been effected in the case of a meeting at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

Service of document or notices on members by the Company

136. A document or notice advertised in a newspaper circulating in the neighbourhood of the office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every member who has no registered address in India and has not supplied to the Company any address within India for the service of document on him or the sending of notice to him.

By advertisement

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FOR SOVNOX CONSORTIUM LIMITED

[Signature]

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On personal
Representatives

137. A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to him by name or by the title of representative of the deceased or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the person claiming to be so entitled or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

To whom document
or notices must be
served or given

138. Documents or notices of every General Meeting shall be served or given in same manner hereinbefore authorised on or to (a) every member (b) every person entitled to a share, or bound by every document of a member and (c) the auditor or auditors for the time being of the company.

Members bound by
documents or notice
served on or given
to previous holders

139. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every document or notice in respect of each share, prior to his name and address being entered on the Register of Members if it shall have been duly served on or given to the person from whom he derives his title to such share.

Documents or notice
by company and
signature thereto

140. Any document or notice to be served or given by the Company may be signed by a director or some person duly authorised by the board for such purpose and the signature may be written, printed or lithographed.

Service of document
or notice by payment

141. All documents or notice to be served or given by members or on to the Company or any officer thereof shall be served or given by sending them to the Company or officer at the office by post under a certificate of posting or by registered post or by leaving it at the office.

AUTHENTICATION OF DOCUMENTS

Authentication of
documents and
proceedings

142. Save as otherwise expressly provided in the Act or these Articles, documents or proceeding requiring authentication by the Company may be signed by a Director or an authorised officer of the Company and need not be under its seal.

WINDING UP

Liquidator may divide
assets in specie

143. The liquidator on any winding up (whether voluntary, under supervision or compulsory) may, with the sanction of a special resolution/orders of the court but subject to the rights attached to any preference share capital, divide among the contributories in specie any part of the assets of the Company and may, with the like sanction, vest any part of the company in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit.

INDEMNITY AND RESPONSIBILITY

Indemnity

144. Subject to the provisions of Section 201 of the Act every director, manager, officer or servant of the company or any person (whether an officer of the company or not) employed by the company as auditor shall

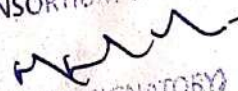
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be indemnified out of the funds of the Company against all claims and it shall be the duty of the directors to pay out of the funds of the Company, all costs, charges, losses and damages which any such person may incur or become liable to by reason of any contract entered into or act or thing done, about the execution or discharge of his duties or supposed duties (except such if any, as he shall incur or sustain through or by his own wilful act, neglect or default) including expenses and in particular and so as not to limit the generality of the foregoing provisions against all liabilities incurred by him as such director, manager, officer or auditor in defending any proceeding whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

145. Subject to the provision of the Act, no director, auditor or other officer of the Company shall be liable for the act, receipts, neglects or defaults of any other director or officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the director for on behalf of the Company or for the insufficiency or deficiency or any security in or upon which any of the money of the Company shall be invested or for any loss or damages arising from the bankruptcy, insolvency or tortuous act of any person, firm or company to or with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by an error of judgement, omission, default or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in relation to the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.
146. No member shall be entitled to visit or inspect any works of the Company without the Permission of the directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors it would be inexpedient in the interest of the Company to disclose.

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For SPYNOX CONSORTIUM LIMITED


(AUTHORISED SIGNATORY)

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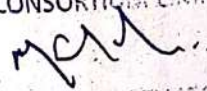
| S. No. | Signature, name, addresses, description and occupation of the subscribers | Signature, name, address, description and occupation of witness |
|--------|--|--|
| 1 | Sd/- (VIJAY KUMAR JAIN) S/o Dr. T. C. Jain 11, Himmat Nagar, Tonk Road, JAIPUR-302018 Business | I witness signatures of all the subscribers Sd/- (K. K. KALANI) S/o Shri P. C. Kalani 67, Sardar Patel Marg, C-Scheme, JAIPUR Chartered Accountant |
| 2 | Sd/- (PRAVEEN JAIN) S/o Shri Gulab Chand Jain B-106, University Marg, Bapu Nagar. JAIPUR-302015 Business | |
| 3 | Sd/- MANOJ HARKUT (MAHESHWARI) S/o Shri O. P. Harkut A-4 Natraj Nagar, Imliwala Fatak. JAIPUR-302015 Business | |

Dated the 5th day of May, 1994.

Place : Jaipur.

(28)

For SPYNOX CONSORTIUM LIMITED


(AUTHORISED SIGNATORY)

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4(SUGAM), ITR-5, ITR-6, ITR-7 filed and verified]
(Please see Rule 12 of the Income-tax Rules, 1962)

Assessment Year
2021-22

| | | | |
|-----------|--|---------------------------------|-----------------|
| PAN | AABCS9873R | | |
| Name | SPYNOX CONSORTIUM LIMITED | | |
| Address | D-4, MALVIYA NAGAR, C-SCHEME, JAIPUR, 27-Rajasthan, 91-India, 302001 | | |
| Status | Private Company | Form Number | ITR-6 |
| Filed u/s | 139(1) Return filed on or before due date | e-Filing Acknowledgement Number | 135756940070222 |

| | | | |
|--------------------------------|---|----|--------|
| Taxable Income and Tax details | Current Year business loss, if any | 1 | 88,816 |
| | Total Income | 2 | 0 |
| | Book Profit under MAT, where applicable | 3 | 0 |
| | Adjusted Total Income under AMT, where applicable | 4 | 0 |
| | Net tax payable | 5 | 0 |
| Distribution Tax details | Interest and Fee Payable | 6 | 0 |
| | Total tax, interest and Fee payable | 7 | 0 |
| | Taxes Paid | 8 | 0 |
| | (+)Tax Payable /(-)Refundable (6-7) | 9 | 0 |
| | Dividend Tax Payable | 10 | 0 |
| Accreted Income & Tax Detail | Interest Payable | 11 | 0 |
| | Total Dividend tax and interest payable | 12 | 0 |
| | Taxes Paid | 13 | 0 |
| | (+)Tax Payable /(-)Refundable (11-12) | 14 | 0 |
| | Accreted Income as per section 115TD | 15 | 0 |
| | Additional Tax payable u/s 115TD | 16 | 0 |
| | Interest payable u/s 115TE | 17 | 0 |
| | Additional Tax and interest payable | 18 | 0 |
| | Tax and interest paid | 19 | 0 |
| | (+)Tax Payable /(-)Refundable (17-18) | | 0 |

This return has been digitally signed by DEEPAK KUMAR JAIN in the capacity of Managing Director having PAN ALDP11763H from IP address 10.1.213.135 on 07-02-2022 14:42:49
DSC SI. No. & Issuer 5356610 & 39846153742605CN=Verasys CA 2014,OU=Certifying Authority,O=Verasys Technologies Pvt Ltd,C=IN

System Generated

Barcode/QR Code



AABCS9873R06135756940070222CDA4BCCA26F0C3F9DAE1280913A3E0D64E42E032

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU

For SPYNOX CONSORTIUM LIMITED
(AUTHORISED SIGNATORY)

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| | |
|------------------|---|
| NAME OF ASSESSEE | : SPYNOX CONSORTIUM LIMITED |
| PAN | : AABCS9873R |
| OFFICE ADDRESS | : D-4, MALVIYA NAGAR, C- SCHEME, JAIPUR, RAJASTHAN-302001 |
| STATUS | : PUB NOT INT |
| WARD NO | : ACIT/DCIT CIR-6,JPR |
| D.O.I. | : 31/05/1994 |
| EMAIL ADDRESS | : pearlgroup.vijay@gmail.com |
| NAME OF BANK | : AXIS BANK |
| MICR CODE | : 302211003 |
| IFSC CODE | : UTIB0000031 |
| ADDRESS | : TILAK NAGAR, JAIPUR |
| ACCOUNT NO. | : 031010200017392 |
| RETURN | : ORIGINAL (FILING DATE : 07/02/2022 & NO. : 135756940070222) |

COMPUTATION OF TOTAL INCOME

PROFITS AND GAINS FROM BUSINESS AND PROFESSION

| | | | | |
|--|-------|---------|---------|--------|
| SPYNOX CONSORTIUM LIMITED | | | -129672 | |
| PROFIT BEFORE TAX AS PER PROFIT AND LOSS ACCOUNT | | | | |
| ADD : | 36237 | | | |
| INCOME TAX | 4619 | 40856 | | |
| INTEREST ON TDS | | -88816 | | |
| | | -31834 | | |
| | | -120650 | | |
| LESS : INTEREST ON IT REFUND | | | | 31834 |
| <u>INCOME FROM OTHER SOURCES</u> | | 31834 | | |
| INTEREST ON IT REFUND | | 31834 | | |
| TOTAL | | | | |
| <u>INTER-HEAD ADJUSTMENT OF LOSSES U/S 71</u> | | | | -31834 |
| BUSINESS LOSS SET OFF FROM INCOME FROM OTHER SOURCES | | | | |
| <u>CURRENT YEAR LOSSES CARRIED FORWARD</u> | | | | |
| BUSINESS LOSS OF Rs. 88816 | | | | NIL |
| GROSS TOTAL INCOME | | | | NIL |
| TOTAL INCOME | | | | |

COMPUTATION OF TAX ON TOTAL INCOME

TAX ON RS. NIL (AS PER NORMAL PROVISIONS) NIL

CALCULATION OF BOOK PROFIT U/S 115JB

| | |
|--|---------|
| NET PROFIT AS SHOWN IN THE PROFIT AND LOSS ACCOUNT | -129672 |
| ADD: | |
| Income Tax | 36237 |
| Interest on Tds | 4619 |
| | -88816 |

TAX PAYABLE

For SPYNOX CONSORTIUM LIMITED
[Signature]
(AUTHORISED SIGNATORY)

LOSSES TABLE

| A.Y. | HEAD | LOSSES | | |
|------|------|---------|---------|---------|
| | | BROUGHT | SET-OFF | CARRIED |

| | | | | |
|---------|-------------------|---------|---|---------|
| | | FORWARD | | FORWARD |
| | | 87188 | - | 87188 |
| 2020-21 | Ordinary Business | - | - | 8881 |
| 2021-22 | Ordinary Business | | | |

Tax Credit for MAT Paid under section 115JB against Tax Liability

| A.Y. | Normal Tax Liability | Tax Liability u/s 115JB | Tax Payable by the Assessee | Additional Tax Liability | Extra FTC Utilised for MAT Provision | Credit u/s 115JAA Utilised | Credit Lapsed | Credit Available to Carry Forward |
|---------|----------------------|-------------------------|-----------------------------|--------------------------|--------------------------------------|----------------------------|---------------|-----------------------------------|
| 2018-19 | 40199 | 29748 | 40199 | - | - | - | - | - |
| 2019-20 | 317 | 234 | 317 | - | - | - | - | - |

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DANI & CO.
Chartered Accountants

INDEPENDENT AUDITOR'S REPORT

To the Members of
SPYNOX CONSORTIUM LIMITED

Report on the Audit of the Financial Statements

Opinion

We have audited the Financial Statements of SPYNOX CONSORTIUM LIMITED which comprise the Balance Sheet as at 31st March 2021, Statement of Profit and Loss for the year then ended, Statement of Cash Flow for the year then ended and notes to the Financial Statements, including a summary of significant accounting policies and other explanatory information [hereinafter referred to as "the Financial Statements"].

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 Companies Act, 2013 in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2021, its loss and its cash flows for the year ended on that date.

Basis for Opinion

We conducted our audit of the Financial Statements in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India together with the requirements that are relevant to our audit of the Financial Statements under the provisions of the Companies Act, 2013 and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

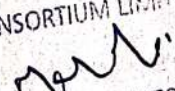
"Information Other than the Financial Statements and Auditor's Report Thereon"

The Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Board's report including Annexure to Board's Report, Business Responsibility Report, but does not include the Financial Statements and our auditor's report thereon.

Our opinion on the Financial Statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the Financial Statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the Financial Statements or our knowledge obtained during the course of our audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



Management's Responsibility for the Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these Financial Statements that give a true and fair view of the financial position, financial performance and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the accounting Standards specified under section 133 of the Act. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, 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.

In preparing the Financial Statements, the Board of Directors is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so. Those Board of Directors are also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these Financial Statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Financial Statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Companies Act, 2013, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls system in place and the operating effectiveness of such controls
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are

FOR SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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required to draw attention in our auditor's report to the related disclosures in the Financial Statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- e. Evaluate the overall presentation, structure and content of the Financial Statements, including the disclosures, and whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the Financial Statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the Financial Statements may be influenced. We consider quantitative materiality and qualitative factors in

- (i) Planning the scope of our audit work and in evaluating the results of our work; and
- (ii) to evaluate the effect of any identified misstatements in the Financial Statements.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the Financial Statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, and on the basis of such check of the books and records of the company as we considered appropriate and according to the information and explanation given to us, we give in the "Annexure A" statement on the matters specified in paragraphs 3 and 4 of the Order, to the extent applicable.
2. As required by Section 143(3) of the Act, we report that:
 - (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
 - (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
 - (c) The Balance Sheet, the Statement of Profit and Loss and the Cash Flow Statement dealt with by this Report are in agreement with the books of account.
 - (d) In our opinion, the aforesaid Financial Statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies

For SPYNOX CONSORTIUM LIMITED
[Signature]
(AUTHORISED SIGNATORY)




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(Accounts) Rules, 2014.

- (e) On the basis of the written representations received from the directors as on 31st March, 2021 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2021 from being appointed as a director in terms of Section 164(2) of the Act.
- (f) An audit opinion with respect to the adequacy of the internal financial controls over financial reporting of the company and the operating effectiveness of such controls is not applicable to the company.
- (g) With respect to the other matters to be included in the Auditor's 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:
- The Company does not have any pending litigations which would impact its financial position.
 - The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses.
 - There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.

Place : Jaipur.
Dated: 04.11.2021

For Dani & Co.
Chartered Accountants
FRN : 0058061 & CO.


[Mahendra Dani]
M.No. : 074312
UDIN : 21074312AAAABG6006

wheth

For SPYNOX CONSORTIUM LIMITED

344-A, 10 b Scheme, Gopalpura Bypass, Jaipur - 302018

(AUTHORISED SIGNATORY)

☎ 94142-58985



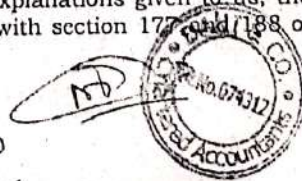
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ANNEXURE TO THE AUDITORS' REPORT
Referred to in paragraph 1 of our Independent Auditors' Report of even date on the accounts of
Spynox Consortium Limited Ended on 31st march, 2021:

1. (a) The company has no fixed assets during the year and therefore no record of fixed assets has been maintained by the company.
(b) There was no fixed assets and hence, no physical verification thereto.
(c) The Company doesn't have any immovable property, therefore the clause is not applicable.
2. According to the information and explanation given to us and as per books of accounts, the company has no inventory, therefore the clause is not applicable.
3. The company has not granted any loans, secured or unsecured to companies, firms, LLP or other parties covered in the register maintained u/s 189 of the Companies Act, 2013. Hence, clause 3(iii)(a), 3(iii)(b) and 3(iii)(c) of the order are not applicable.
4. In our opinion and according to the information and explanation given to us, the company has complied with the provisions of Section 185 and 186 of the Act, with respect to loans, investments, guarantees and security.
5. The directives issued by the Reserve Bank of India and the provisions of Section 73 to 76 or any other relevant provisions of the Companies Act, 2013 and the rules framed there under wherever applicable, have been complied with by the company in acceptance of deposits. As explained to us, no order has been passed by the Company Law Board or the National Company Law Tribunal or the Reserve Bank of India or any other Tribunal has been passed.
6. As explained to us, the Central Govt. has not specified maintenance of cost record under Section 148(1) of the Companies Act, 2013 in respect of the company.
7. (a) According to the information and explanations given to us and on the basis of our examination of the records of the Company, the Company has been otherwise regular in depositing the undisputed statutory dues including Provident Fund, Employees State Insurance, Income Tax, Sales Tax, Service Tax, Duty of Customs, Duty of Excise, Value Added Tax, Goods and Service Tax, Cess and other statutory dues applicable to it, with appropriate authorities. There is no 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.
(b) According to the information and explanations given to us, there are no material dues of income tax or sales tax or service tax or duty of custom or duty of excise or Value Added Tax or Goods and Service Tax or Cess which have not been deposited on account of any dispute.
8. In our opinion and according to the information and explanations given to us, the company has not defaulted in repayment of dues to financial institutions or Bank or debenture holder.
9. The company did not raise any money by way of initial public offer or further public offer (including debt instruments) and term loans taken by the company has been applied for the purpose for which they were raised.
10. Based on the audit procedures performed as well as information and explanations given by the management, we report that no fraud on or by the company has been noticed or reported during the year under audit.
11. The company has not paid any managerial remuneration, therefore the clause is not applicable.
12. The company is not a nidhi company hence nothing to be disclosed for any provisions applicable on nidhi Company.
13. In our opinion and according to the information and explanations given to us, the transactions with the related parties are in compliance with section 177 and 188 of


For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



- companies act 2013 where applicable and details have been disclosed in the financial statement etc. as required by the applicable accounting standards.
14. In our opinion and according to the information and explanations given to us, the company hasn't made any preferential allotment or private placement of shares or fully or partly convertible debentures during the year.
 15. In our opinion and according to the information and explanations given to us, the company hasn't entered into any non-cash transaction with director or persons connected with him.
 16. The Company is not required to be registered under section 45-IA of Reserve Bank of India Act, 1934.

Place : Jaipur
Date : 04.11.2021

For Dani & Co.
Chartered Accountants

[Mahendra Dani]
Proprietor
M.No. : 074312
FRN : 005580C
UDIN : 21074312AAAAABG6006

344-A, 10 B Scheme, Gopalpura Bypass,, Jaipur - 302018

94142-58985

For SPYNOX CONSORTIUM LIMITED
(AUTHORISED SIGNATORY)

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SPYNOX CONSORTIUM LIMITED
Profit & Loss Statement for the year ended 31st March, 2021

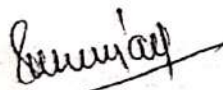
| | Particulars | Note No | As at 31st March, 2021 | As at 31st March, 2020 |
|------|---|---------|------------------------|------------------------|
| I. | Income | | | |
| (1) | Revenue from operations | 15 | 0 | 0 |
| (2) | Other Income | 16 | 31834 | 0 |
| | Total Revenue | | 31834 | 0 |
| II | Expenses: | | | |
| (1) | Cost of materials consumed | 17 | 0 | 0 |
| (2) | Purchase of Stock-in-Trade | — | — | — |
| (3) | Changes in inventories of finished goods, work-in-progress and stock-in-trade | 18 | 0 | 0 |
| (4) | Employee benefit expense | 19 | 48000 | 0 |
| (5) | Financial costs | 20 | 10369 | 17287 |
| (6) | Depreciation and amortization expense | — | — | — |
| (7) | Other expenses | 21 | 103137 | 69901 |
| | Total Expenses | | 161506 | 87188 |
| III | Profit before exceptional and extraordinary items and tax | | -129672 | -87188 |
| IV | Exceptional Items | — | 0 | 0 |
| V | Profit before extraordinary items and tax | | -129672 | -87188 |
| VI | Extraordinary Items | — | 0 | 0 |
| VII | Profit before tax | | -129672 | -87188 |
| VIII | Tax expense: | | | |
| (1) | Current tax | | 0 | 0 |
| (2) | Deferred tax | | 0 | 0 |
| (3) | MAT Credit Entitlement | | — | — |
| IX | Profit/(Loss) for the period | | -129672 | -87188 |
| X | Earning per equity share: | | | |
| (1) | Basic | | -0.27 | -0.18 |
| (2) | Diluted | | -0.27 | -0.18 |


Notes 1 to 22 form part of the Accounts

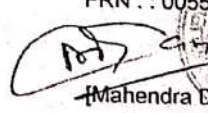
As per our report of even date

For Spynox Consortium Limited

For Dani & Co.
Chartered Accountants
FRN : 005580C


[Sanjay Kumar Jain]
Director
DIN : 08635324


[Deepak Kumar Jain]
Director
DIN : 08070362


Mahendra Dandia
Proprietor
M.No. 074312
UDIN : 21074312AAAABG6006

Place: Jaipur
Date : 04.11.2021

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

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SPYNOX CONSORTIUM LIMITED
Balance Sheet as on 31st March 2021

| | Particulars | Note No | As at 31st March, 2021 | As at 31st March, 2020 |
|-------|--|---------|------------------------|------------------------|
| I. | <u>EQUITY AND LIABILITIES</u> | | | |
| (1) | Shareholder's Funds | 1 | 4800000 | 4800000 |
| (a) | Share Capital | 2 | 10016165 | 10145837 |
| (b) | Reserves and Surplus | -- | -- | -- |
| (c) | Money received against share warrants | -- | -- | -- |
| (2) | Share application money pending allotment | -- | -- | -- |
| (3) | Non-Current Liabilities | -- | -- | -- |
| (a) | Long-term borrowings | 3 | 0 | 0 |
| (b) | Deferred tax liabilities (Net) | -- | -- | -- |
| (c) | Other Long term liabilities | -- | -- | -- |
| (d) | Long term provisions | -- | -- | -- |
| (4) | Current Liabilities | 4 | 175000 | 175000 |
| (a) | Short-term borrowings | 5 | 130900 | 65000 |
| (b) | Trade payables | 6 | 239000 | 191000 |
| (c) | Other current liabilities | 7 | 0 | 0 |
| (d) | Short-term provisions | -- | -- | -- |
| | Total | | 15361065 | 15376837 |
| II. | <u>Assets</u> | | | |
| (1) | Non-current assets | | | |
| (a) | Property Plant, and Equipment | -- | -- | -- |
| (i) | Tangible assets | -- | -- | -- |
| (ii) | Intangible assets | -- | -- | -- |
| (iii) | Capital work-in-progress | -- | -- | -- |
| (iv) | Intangible assets under development | 8 | 114127 | 114127 |
| (b) | Non-current investments | 9 | 0 | 0 |
| (c) | Deferred tax assets (net) | 10 | 15069250 | 15069250 |
| (d) | Long term loans and advances | -- | -- | -- |
| (e) | Other non-current assets | -- | -- | -- |
| (2) | Current assets | -- | -- | -- |
| (a) | Current investments | 11 | 0 | 0 |
| (b) | Inventories | -- | -- | -- |
| (c) | Trade receivables | 12 | 177688 | 17418 |
| (d) | Cash and cash equivalents | 13 | 0 | 176042 |
| (e) | Short-term loans and advances | 14 | 0 | 0 |
| (f) | Other current assets | -- | -- | -- |
| | Total | | 15361065 | 15376837 |

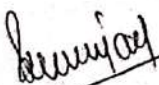
Notes 1 to 22 form part of the Accounts

As per our report of even date

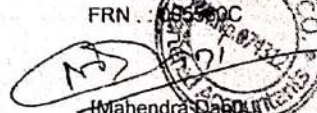
For Spynox Consortium Limited

For Dani & Co.
Chartered Accountants

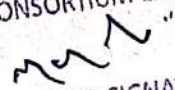
FRN : 15340C


[Sanjay Kumar Jain]
Director
DIN : 08635324


[Deepak Kumar Jain]
Director
DIN : 08070362


[Mahendra Datta]
Proprietor
M.No. 074312
UDIN : 21074312AAAAAG6006

Place: Jaipur
Date : 04.11.2021

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

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SPYNOX CONSORTIUM LIMITED
CASH FLOW STATEMENT
FOR THE YEAR ENDED ON 31 MARCH 2021

| | For the year ended 31 March 2021 | For the year ended 31 March 2020 |
|--|-------------------------------------|-------------------------------------|
| A CASH FLOW FROM OPERATING ACTIVITIES | | |
| NET PROFIT BEFORE TAX | -129672.00 | -87188.00 |
| Adjustment for: | | |
| Depreciation & amortisation | 0.00 | 0.00 |
| Round Off | 0.00 | -1.00 |
| Interest Exp. | -4619.00 | 0.00 |
| Interest income | 31834.00 | 0.00 |
| Operating profit before working capital changes | -102457.00 | -87189.00 |
| Adjustment for: | | |
| Increase/ Decrease In current liabilities | 113900.00 | 47850.00 |
| Increase/ Decrease in current Assets | 0.00 | 0.00 |
| Cash flow from operations | 11443.00 | -39339.00 |
| Direct tax paid | 0.00 | 317.00 |
| NET CASH GENERATED FROM OPERATING ACTIVITIES | 11443.00 | -39656.00 |
| B CASH FLOW FROM INVESTING ACTIVITIES | | |
| Investment Purchased | 0.00 | 0.00 |
| Mutual Fund | 0.00 | 0.00 |
| Increase/ Decrease in Short Term loans & advances | 176042.00 | 4802.00 |
| Increase/Decrease in Long Term Loan and Advance | 0.00 | 0.00 |
| Other Non Current Assets | 0.00 | 0.00 |
| Fixed assets including capital advances | 0.00 | 0.00 |
| Interest received | -31834.00 | 0.00 |
| NET CASH FROM INVESTING ACTIVITIES | 144208.00 | 4802.00 |
| C CASH FLOW FROM FINANCING ACTIVITIES | | |
| Increase in Equity share capital | 0.00 | 0.00 |
| Increase in share premium | 0.00 | 0.00 |
| Interest Paid | 4619.00 | 0.00 |
| Decrease in share application money | 0.00 | 0.00 |
| Short term borrowings (net) | 0.00 | 37000.00 |
| Long term borrowings (net) | 0.00 | 0.00 |
| NET CASH GENERATED FROM FINANCING ACTIVITIES | 4619.00 | 37000.00 |
| NET INCREASE IN CASH AND CASH EQUIVALENTS (A+B+C) | 160270.00 | 2146.00 |
| CASH AND CASH EQUIVALENTS - OPENING BALANCE | 17418.00 | 15272.00 |
| CASH AND CASH EQUIVALENTS - CLOSING BALANCE | 177688.00 | 17418.00 |
| CASH AND CASH EQUIVALENTS | 177688.00 | 17418.00 |

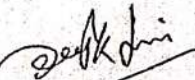
Note

The cash flow statement is prepared using the "indirect method" set out in Accountin Standard 3 "Cash FLOW STATEMENT" and presents the cash flows by operating, investing and financing activities of the company.

Cash & cash equivalents presented in the cash flow statement consist of cash in hand and unencumbered highly liquid bank balances.

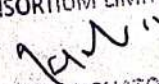
For M/s Spynox Consortium Pvt. Ltd.


[Sarjay Kumar Jain]
Director
DIN : 08635324


[Deepak Kumar Jain]
Director
DIN : 08070362

Place : Jaipur
Dated : 04.11.2021

For SPYNOX CONSORTIUM LIMITED


(AUTHORISED SIGNATORY)

As per our report of even date

For Dani & Co.

Chartered Accountants & Co.

FRN : 006580C

[Mahendra Dani]

Proprietor

M.No. : 074312

UDIN :21074312AAAABG6006

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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March 2021

| Note No | Particulars | As at 31st March, 2021 | | As at 31st March, 2020 | |
|----------|---|------------------------|---------------|------------------------|---------------|
| 1 | Share Capital | | | | |
| 1.1 | Authorised Share Capital 500000 Equity Share of Rs. 10 Each | | 5000000 | | 5000000 |
| 1.2 | Issued Capital 480000 Equity Share of Rs. 10 Each | | 4800000 | | 4800000 |
| 1.3 | Subscribed and Fully paid up Capital 480000 Equity Share of Rs. 10 Each | | 4800000 | | 4800000 |
| 1.4 | Subscribed but not Fully paid up Capital | | NIL | | NIL |
| 1.5 | Reconciliation of the Number of Shares Outstandings | | | | |
| | Particulars | | No. of Shares | | No. of Shares |
| | Number of Shares at the beginning of the year | | 480000 | | 480000 |
| | Add: Number of Shares issued during the year | | — | | — |
| | Number of Shares at the end of the year | | 480000 | | 480000 |
| 1.6 | Details of the Shareholders holding more than 5% in the company at the end of year | | | | |
| | Name of Shareholder | No. of Shares | % Hold | No. of Shares | % Hold |
| | Praveen Jain | 25000 | 5.21 | 25000 | 5.21 |
| 1.7 | The Company has only one class of shares referred to as equity shares having a par value of Rs.10/-. Each holder of equity share is entitled to one vote per share. | | | | |
| 2 | Reserve & Surplus | | | | |
| | Profit & Loss Account | | | | |
| | Opening Balance at the beginning of the year | | 10145837 | | 10233025 |
| | Add : Net Profit After Tax Transferred from Statement of Profit & Loss | | -129672 | | -87188 |
| | Amount Available for Appropriations | | 10016165 | | 10145837 |
| | Less : Appropriation | | | | |
| | Closing Balance at the end of the year | | 10016165 | | 10145837 |
| 3 | Deferred Tax Liabilities | | | | |
| | Op. Bal. | | 0 | | 0 |
| | Add : Adjustment (+/-) during the year | | 0 | | 0 |
| | Cl. Bal. | | 0 | | 0 |
| 4 | Short Term Borrowings | | | | |
| 4.1 | Loans and advances from related parties | | | | |
| | a) Secured Loan | | 0 | | 0 |
| | b) Unsecured Loan | | | | |
| | — From Directors, & Director's Relatives | | 175000 | | 175000 |
| | | | 175000 | | 175000 |
| 5 | Trade Payables | | | | |
| | For Goods | | 0 | | 0 |
| | For Expenses | | 130900 | | 65000 |
| | Advance From Customers | | 0 | | 0 |
| | | | 130900 | | 65000 |
| 6 | Other Current Liabilities | | | | |
| 6.1 | Advance From Customers | | 0 | | 0 |
| 6.2 | Statutory Remittances | | 0 | | 0 |
| 6.3 | Outstanding Liabilities | | 239000 | | 191000 |
| | | | 239000 | | 191000 |

For SPYNOX CONSORTIUM LIMITED

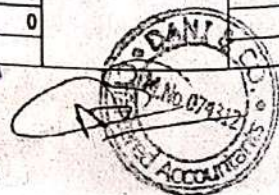
(AUTHORISED SIGNATORY)

SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March 2021

| Note No | Particulars | As at 31st March, 2021 | | As at 31st March, 2020 | |
|---------|--|------------------------|---|------------------------|---|
| | | | | | |
| 7 | Short-Term Provisions Provision for Taxation | | 0 | | 0 |
| | | | 0 | | 0 |
| 8 | Non Current Investment Shares in Indian Companies (At Cost) Investment in Time Share | | 20000 94127 114127 | | 20000 94127 114127 |
| 9 | Deferred Tax Assets Op. Bal. Add : Adjustment (+/-) during the year Cl. Bal. | | 0 0 0 | | 0 0 0 |
| 10 | Long Term Loan and Advances Loan (Secured, Considered Goods) Loan (Unsecured, Considered Goods) Advances :- - Advances for Capital Assets - Advance for Project - Security Deposits | | - - 14569250 500000 0 15069250 | | - - 14569250 500000 0 15069250 |
| 11 | Inventories Raw Materials Stock-in-Process Finished Goods Stores, Chemicals and Packing Materials Stock in trade (In respect of goods acquired for trading) | | 0 0 0 - 0 0 | | 0 0 0 - 0 0 |
| 12 | Cash & Cash Equivalents Cash in Hand Balance with banks | 371 177317 | 177688 | 3871 13547 | 17418 |
| | | | 177688 | | 17418 |
| 13 | Short Term Loan and Advances Loan (Secured, Considered Goods) Loan (Unsecured, Considered Goods) Deposits Advances :- - Balances with Statutory Authorities - Security Deposit - Advance to Supplier - Inter Corporate Deposit - Others | | - - 0 0 0 0 0 0 | | - - 0 0 0 0 0 0 |
| | | 0 | 0 | 176042 | 176042 |
| | | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 |
| 14 | Other Current Assets TDS Receivable Interest Receivable | | 0 0 0 | | 0 0 0 |
| 15 | Revenue from operations Sale of Flat Job Work Income | | 0 0 0 | | 0 0 0 |

SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

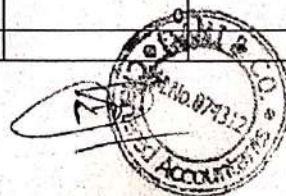


SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March 2021

| Note No | Particulars | As at 31st March, 2021 | | As at 31st March, 2020 | |
|---------|---|------------------------|--------|------------------------|-------|
| 16 | Non-operating Income | | 31834 | | 0 |
| | Interest Income | | 0 | | 0 |
| | Misc Receipt | | 31834 | | 0 |
| 17 | Cost of Materials Consumed | | 0 | | 0 |
| | Opening Stock of Raw Material | | 0 | | 0 |
| | Add: Purchases of Raw Material during the year | | 0 | | 0 |
| | Less : Closing Stock of Raw Material | | 0 | | 0 |
| 18 | Changes In Inventories of Finished Goods, Work-in-Progress and Stock-in-Trade | | | | |
| | Inventories (At Commencement) | | | 0 | |
| | Finished Goods/Work-in-process | 0 | 0 | 0 | 0 |
| | Stock in trade | 0 | | | |
| | Inventories (At close) | | | 0 | |
| | Finished Goods/Work-in-process | 0 | 0 | 0 | 0 |
| | Stock in Trade | 0 | | | |
| | Increase/Decrease in Stock | | 0 | | 0 |
| 19 | Employee Benefit Expense | | 48000 | | 0 |
| | Salary & Establishment Exps. | | 0 | | 0 |
| | Wages | | 48000 | | 0 |
| 20 | Financial Costs | | 5750 | | 17287 |
| | Bank Charges | | 4619 | | 0 |
| | Interest Expenses | | 10369 | | 17287 |
| 21 | Other Expenses | | | | |
| 21.1 | Direct Expenses | | 0 | | 0 |
| | Job Charges Paid | | | | |
| 21.2 | Administrative Expenses : | | | | |
| | Auditor's Remuneration : | | | 5900 | |
| | — For Audit Fee | 5900 | | 0 | |
| | — For Taxation Matters | 0 | | 0 | |
| | — For Company Law Matters | 0 | 5900 | 0 | 5900 |
| | — For Other Services | 0 | | 0 | |
| | Accounting Charges | 0 | | 0 | |
| | Consultancy Charges | 0 | | 0 | |
| | Conveyance Exp. | 0 | | 0 | |
| | Filing Fee | 1000 | | 4000 | |
| | Festival Exp. | 0 | | 0 | |
| | Membership Fee | 0 | | 0 | |
| | Legal Exp. | 0 | | 0 | |
| | Rate, Tax, Duty, Cess, etc. | 36237 | | 0 | |
| | Rebate & Discount | 0 | | 1 | |
| | Rent | 60000 | | 60000 | |
| | Staff Welfare Exp. | 0 | | 0 | |
| | Telephone Exp. | 0 | | 0 | |
| | Travelling Exp. | 0 | 97237 | 0 | 64001 |
| | | | 103137 | | 69901 |

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

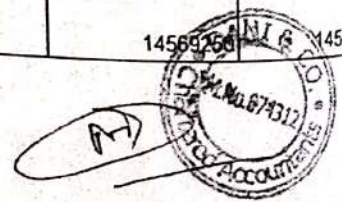


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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March, 2021

| 22. NOTES ON ACCOUNTS & SIGNIFICANT ACCOUNTING POLICIES | | |
|---|-------------------------------|-------------------------------|
| 22.1 The financial statements are prepared under the historical cost convention on an accrual basis and are in accordance with requirements of the Companies Act, 2013. | | |
| 2.2 Estimate amount of contracts remaining to be executed on capital account and not provided for : NIL | | |
| 22.3 Information with regard to licensed capacity, installed capacity etc. is not applicable as the company is not engaged in manufacturing activity. | | |
| 22.4 Previous year's figures have been regrouped and rearranged wherever deemed necessary. | | |
| 22.5 Related Party Transactions : | For the year ended 31.03.2021 | For the year ended 31.03.2020 |
| Particulars | | |
| As per AS-18 on "Related Party Disclosures", related parties of the Company are disclosed below : (as compiled by the management and relied upon by the auditors) | | |
| A. List of Related Parties : | | |
| <u>Entities having significant influence</u> | | |
| Pearl India Buildhome Private Ltd. | | |
| <u>Director & Director's Relatives</u> | | |
| Vikram Pratap Sharma | | |
| Deepak Kumar Jain | | |
| Shivin Jain -Former Director | | |
| Sanjay Kumar Jain (Appointed as Director on 07.01.20) | | |
| B Transactions with Related Parties | | |
| Unsecured Loan :- | | |
| Taken during the year : | | |
| Shivin Jain | 0 | 35000 |
| Deepak Kumar Jain | 0 | 175000 |
| Paid during the year : | | |
| Shivin Jain | 0 | 173000 |
| Payable at the year end : | | |
| Shivin Jain | 0 | 0 |
| Deepak Kumar Jain | 175000 | 175000 |
| Loan and Advances : | | |
| Given during the year : | | |
| Pearl India Buildhome Private Ltd. (given on 11.04.18) | 0 | 0 |
| Received Back during the year : | | |
| Pearl India Buildhome Private Ltd. | 0 | 0 |
| Receivable at the year end : | | |
| Pearl India Buildhome Private Ltd. | 0 | 0 |
| Advance for Purchase of Land | 0 | 0 |
| Vijay Kumar Jain | 0 | 0 |
| Advance O/s at the year end | 0 | 0 |
| Vijay Kumar Jain | | |

14569250 14569250



For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

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For SPYNOX CONSORTIUM LIMITED
(AUTHORISED SIGNATORY)

Acknowledgement Number:772379171021122

Date of filing : 02-Nov-2022

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4(SUGAM), ITR-5, ITR-6, ITR-7
filed and verified]
(Please see Rule 12 of the Income-tax Rules, 1962)

Assessment Year
2022-23

| | | | |
|--------------------------------|---|---------------------------------|-----------------|
| PAN | AABCS9873R | | |
| Name | SPYNOX CONSORTIUM LIMITED | | |
| Address | D-4 , MALVIYA NAGAR , C- SCHEME , JAIPUR , 27-Rajasthan , 91-India , 302001 | | |
| Status | Private Company | Form Number | ITR-6 |
| Filed u/s | 139(1) Return filed on or before due date | e-Filing Acknowledgement Number | 772379171021122 |
| Taxable Income and Tax details | Current Year business loss, if any | 1 | 1,46,54,479 |
| | Total Income | | 0 |
| | Book Profit under MAT, where applicable | 2 | 0 |
| | Adjusted Total Income under AMT, where applicable | 3 | 0 |
| | Net tax payable | 4 | 0 |
| | Interest and Fee Payable | 5 | 0 |
| | Total tax, interest and Fee payable | 6 | 0 |
| | Taxes Paid | 7 | 0 |
| Accreted Income & Tax Detail | (+)Tax Payable /(-)Refundable (6-7) | 8 | 0 |
| | Accreted Income as per section 115TD | 9 | 0 |
| | Additional Tax payable u/s 115TD | 10 | 0 |
| | Interest payable u/s 115TE | 11 | 0 |
| | Additional Tax and interest payable | 12 | 0 |
| | Tax and interest paid | 13 | 0 |
| | (+)Tax Payable /(-)Refundable (12-13) | 14 | 0 |

This return has been digitally signed by DEEPAK KUMAR JAIN in the capacity of Managing Director having PAN ALDPJ1763H from IP address 182.68.229.41 on 02-Nov-2022
DSC Sl. No. & Issuer 5356610 & 7945909033021051248CN=PantaSign Sub CA for DSC 2022.OU=Certifying Authority,O=Pantagon Sign Securities Pvt. Ltd.,C=IN

System Generated

Barcode/QR Code



AABCS9873R06772379171021122E68A087C9731253FC550D213F55575789200EC69

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU

For SPYNOX CONSORTIUM LIMITED

(Signature)
(AUTHORISED SIGNATORY)



Scanned with OKEN Scanner

NAME OF ASSESSEE : SPYNOX CONSORTIUM LIMITED
PAN : AABCS9873R
OFFICE ADDRESS : D-4, MALVIYA NAGAR, C- SCHEME, JAIPUR, RAJASTHAN-302001
STATUS : PUB NOT INT ASSESSMENT YEAR : 2022 - 2023
WARD NO : ACIT/DCIT CIR-6,JPR FINANCIAL YEAR : 2021 - 2022
D.O.I. : 31/05/1994
EMAIL ADDRESS : pearlgroupp.vijay@gmail.com
NAME OF BANK : AXIS BANK
MICR CODE : 302211003
IFSC CODE : UTIB0000031
ADDRESS : TILAK NAGAR, JAIPUR
ACCOUNT NO. : 031010200017392
RETURN : ORIGINAL (FILING DATE : 02/11/2022 & NO. : 772379171021122)
IMPORT DATE : AIS : 02-11-2022 02:34 PM TIS : 02-11-2022 02:35 PM
26AS : 02-11-2022 02:34 PM

COMPUTATION OF TOTAL INCOME

PROFITS AND GAINS FROM BUSINESS AND PROFESSION

0

SPYNOX CONSORTIUM LIMITED

PROFIT BEFORE TAX AS PER PROFIT AND LOSS ACCOUNT

-14654479

-14654479

CURRENT YEAR LOSSES CARRIED FORWARD

BUSINESS LOSS OF Rs. 14654479

GROSS TOTAL INCOME

NIL

TOTAL INCOME

NIL

COMPUTATION OF TAX ON TOTAL INCOME

TAX ON RS. NIL (AS PER NORMAL PROVISIONS)

NIL

CALCULATION OF BOOK PROFIT U/S 115JB

NET PROFIT AS SHOWN IN THE PROFIT AND LOSS ACCOUNT

-14654479

TAX PAYABLE

NIL

LOSSES TABLE

| A.Y. | HEAD | LOSSES | | |
|---------|-------------------|-----------------|---------|-----------------|
| | | BROUGHT FORWARD | SET-OFF | CARRIED FORWARD |
| 2020-21 | Ordinary Business | 87188 | - | 87188 |
| 2021-22 | Ordinary Business | 88816 | - | 88816 |
| 2022-23 | Ordinary Business | - | - | 14654479 |

Tax Credit for MAT Paid under section 115JB against Tax Liability

| A.Y. | Normal Tax Liability | Tax Liability u/s 115JB | Tax Payable by the Assessee | Additional Tax Liability | Extra FTC Utilised for MAT Provision | Credit u/s 115JAA Utilised | Credit Lapsed | Credit Available for Carry Forward |
|---------|----------------------|-------------------------|-----------------------------|--------------------------|--------------------------------------|----------------------------|---------------|------------------------------------|
| 2018-19 | 40199 | 29748 | 40199 | - | - | - | - | - |
| 2019-20 | 317 | 234 | 317 | - | - | - | - | - |

Details of Taxpayer Information Summary

| S. N. | Information Category | Income Head | Section | Processed Value | Derived Value | As per Computation/ ITR | Difference | As per 26AS | Difference |
|-------|--------------------------------|-------------|---------|-----------------|---------------|-------------------------|-------------|-------------|-------------|
| | (1) | (2) | (3) | (4) | (5) | (6) | (7)=(5)-(6) | (8) | (9)=(8)-(6) |
| 1 | Purchase of immovable property | | | 18000000 | 18000000 | | | | |

DEEPAK KUMAR JAIN
(Managing Director)

DANI & CO., B 344-A, 10B SCHEME, GOPALPURA BYPASS, JAIPUR-302028
Mobile: 9414258985

SPYNOX CONSORTIUM LIMITED
For SPYNOX
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2022-23
(AUTHORISED SIGNATORY)

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DANI & CO.
Chartered Accountants

INDEPENDENT AUDITOR'S REPORT

To the Members of
SPYNOX CONSORTIUM LIMITED

Report on the Audit of the Financial Statements

Opinion

We have audited the Financial Statements of SPYNOX CONSORTIUM LIMITED which comprise the Balance sheet as at 31st March 2022 and the Statement of profit and loss for the year then ended, and notes to the Financial Statements, including a summary of significant accounting policies and other explanatory information [hereinafter referred to as "the Financial Statements"].

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 Companies Act, 2013 in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2022, and its loss for the year ended on that date.

Basis for Opinion

We conducted our audit of the Financial Statements in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the *Code of Ethics* issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the Financial Statements under the provisions of the Companies Act, 2013 and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Financial Statements.

Key Audit Matters:

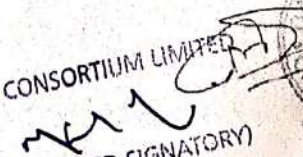
Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. In the audit of the current period, we do not have observed any key audit matters required to be reported separately.

Information Other than the Financial Statements and Auditor's Report Thereon

The Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Board's report including Annexure to Board's Report, Business Responsibility Report, but does not include the Financial Statements and our auditor's report thereon.

Our opinion on the Financial Statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the Financial Statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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the Financial Statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Management's Responsibility for the Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these Financial Statements that give a true and fair view of the financial position and financial performance of the Company in accordance with the accounting principles generally accepted in India, including the accounting Standards specified under section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014 and the Companies (Accounting Standards) Rule, 2015 as amended.

This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, 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.

In preparing the Financial Statements, the Board of Directors is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so. The Board of Directors are also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these Financial Statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- a. Identify and assess the risks of material misstatement of the Financial Statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- b. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Companies Act, 2013, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls system in place and the operating effectiveness of such controls.
- c. Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

(AUTHORISED SIGNATORY)



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- d. Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the Financial Statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
 - e. Evaluate the overall presentation, structure and content of the Financial Statements, including the disclosures, and whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the Financial Statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the Financial Statements may be influenced. We consider quantitative materiality and qualitative factors in

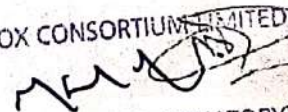
- (i) Planning the scope of our audit work and in evaluating the results of our work; and
- (ii) to evaluate the effect of any identified misstatements in the Financial Statements.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2020 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, and on the basis of such check of the books and records of the company as we considered appropriate and according to the information and explanation given to us, we give in the "Annexure A" a statement on the matters specified in paragraphs 3 and 4 of the Order, to the extent applicable.
2. As required by Section 143(3) of the Act, we report that:
 - (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
 - (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
 - (c) The Balance Sheet and the Statement of Profit and Loss dealt with by this Report are in agreement with the books of account.
 - (d) In our opinion, the aforesaid Financial Statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.
 - (e) On the basis of the written representations received from the directors as on 31st March, 2022 and taken on record by the Board of Directors, none of the directors is

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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disqualified as on 31st March, 2022 from being appointed as a director in terms of Section 164(2) of the Act.

- (f) An audit opinion with respect to the adequacy of the internal financial controls over financial reporting of the company and the operating effectiveness of such controls is not applicable to the company.
- (g) With respect to the other matters to be included in the Auditor's 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:
- i. The Company does not have any pending litigations which would impact its financial position.
 - ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses.
 - iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.
 - iv.
 - (a) The management has represented that, to the best of its knowledge and belief, other than as disclosed in the notes to the accounts, no funds have been advanced or loaned or invested (either from borrowed funds or share premium or any other sources or kind of funds) by the company to or in any other person(s) or entity(ies), including foreign entities ("Intermediaries"), with the understanding, whether recorded in writing or otherwise, that the Intermediary shall, whether, directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the company ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries;
 - (b) The management has represented, that, to the best of its knowledge and belief, other than as disclosed in the notes to the accounts, no funds have been received by the company from any person(s) or entity(ies), including foreign entities ("Funding Parties"), with the understanding, whether recorded in writing or otherwise, that the company shall, whether, directly or indirectly, lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Party ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries; and
 - (c) Based on such audit procedures that have been considered reasonable and appropriate in the circumstances, nothing has come to our notice that has caused us to believe that the representations under sub-clause (i) and (ii) of Rule 11(e), as provided under (a) and (b) above, contain any material mis-statement.
 - v. The company has not declared or paid any dividend during the year in contravention of the provisions of Section 123 of the Companies Act, 2013.

Place : Jaipur
Dated: 05.09.2022

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

For Dani & Co.
Chartered Accountants
FRN : 005580C
[Signature]
[Mishendra Dani]
M.No. 074342

UDIN : 21074312AAAA8G6006

344-A, 10 B Scheme, Gopalpura Bypass, Jaipur - 302018

☎ 94142-58985



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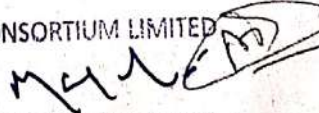
ANNEXURE 'A' TO THE AUDITORS' REPORT

Referred to in paragraph I of our Independent Auditors' Report of even date on the accounts of

Spynox Consortium Limited Ended on 31st March, 2022:

1. (a) (i) The company has no Property, Plant & Equipment during the year and therefore the clause is not applicable.
(a) (ii) The company has no intangible assets hence the clause is not applicable.
(b) There was no Property, Plant & Equipment and hence, no physical verification thereto.
(c) The Company doesn't have any immovable property (other than properties where the company is the lessee and the lease agreements are duly executed in favor of the lessee). Accordingly, this clause is not applicable.
(d) As the company didn't have any Property, Plant & Equipment (including right of use assets) or intangible assets or both during the year, the matter of revaluation thereof doesn't arise.
(e) No proceedings have been initiated during the year or are pending against the company as at March 31, 2022 for holding any benami property under the Benami Transactions (Prohibition) Act, 1988 (as amended in 2016) and the rules made thereunder.
2. (a) According to the information and explanation given to us and as per books of accounts, the company has no inventory, therefore the clause is not applicable.
(b) The company has not been sanctioned any working capital limit from banks or financial institutions on the basis of security of current assets at any point of time during the year hence reporting under this clause is not applicable.
3. The company has not made investments, provided any guarantee or security or granted any loans or advances in the nature of loans, secured or unsecured to companies, firms, limited liability partnerships or any other parties during the year, hence sub-clause (a) to (f) of this clause are not applicable.
4. In our opinion and according to the information and explanation given to us, the company has complied with the provisions of Section 185 and 186 of the Companies Act, 2013 with respect to loans granted, investments made and guarantees or security provided as applicable.
5. The directives issued by the Reserve Bank of India and the provisions of Section 73 to 76 or any other relevant provisions of the Companies Act, 2013 and the rules framed there under wherever applicable, have been complied with by the company in acceptance of deposits. As explained to us, no order has been passed by the Company Law Board or the National Company Law Tribunal or the Reserve Bank of India or any court or any other Tribunal has been passed.
6. As explained to us, the Central Govt. has not specified maintenance of cost record under Section 148(1) of the Companies Act, 2013 in respect of the company.
7. (a) According to the information and explanations given to us and on the basis of our examination of the records of the Company, the Company has been otherwise regular in depositing the undisputed statutory dues including Goods & Services Tax, 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 applicable to it, with appropriate authorities. There is no 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.
(b) According to the information and explanations given to us, there are no statutory dues as referred to in sub-clause (a) of this clause, which have not been deposited on account of any dispute.
8. In our opinion and according to the information and explanation given to us, there were no transactions relating to previously unrecorded income that were surrendered

For SPYNOX CONSORTIUM LIMITED


(AUTHORISED SIGNATORY)



- or disclosed as income in the tax assessments under the Income Tax Act, 1961 (43 of 1961) during the year. Hence, this clause is not applicable.
9. (a) In our opinion and according to the information and explanations given to us, the company has not defaulted in repayment of any loan or other borrowings or any interest due thereon to any lender.
 - (b) In our opinion and according to the information and explanations given to us, the company has not been a declared willful defaulter by any bank or financial institution or other lender.
 - (c) The company has not taken any term loan during the year and there are no unutilized term loans at the beginning of the year hence the reporting under this sub-clause is not applicable.
 - (d) According to the information and explanations given to us and the procedures performed by us, and on an overall examination of the financial statements of the company, we report that no funds raised on short term basis have been used for long term purposes by the company.
 - (e) In our opinion and according to the information and explanations given to us, the company has not taken any funds from any entity or person on account of or to meet the obligations of its subsidiaries, associates or joint ventures.
 - (f) In our opinion and according to the information and explanations given to us, the company has not raised loans during the year on the pledge of securities held in its subsidiaries, associates or joint ventures.
 - 10.(a) Being a private limited company, it can not raise money by way of initial public offer or further public offer (including debt instruments). Therefore, the provisions of this sub-clause is not applicable to the company.
 - (b) According to the information and explanations given to us and on the basis of our examination of the records of the company, the company has not made any preferential allotment or private placement of shares or convertible debenture (fully, partially or optionally convertible) during the year, hence this sub-clause is not applicable.
 - 11.(a) No fraud by the company or no fraud on the company has been noticed or reported during the year.
 - (b) During the year, no report under sub-section (12) of section 143 of the Companies Act has been filed by the auditors in Form ADT-4 as prescribed under Rule 13 of Companies (Audit and Auditors) Rules, 2014 with the Central Government.
 - (c) No whistle-blower complaints has been received during the year by the company.
 12. The company is not a Nidhi Company hence nothing to be reported for any provisions applicable on nidhi Company.
 13. As per the information and explanations given to us, all transactions with the related parties as identified by the management, are in compliance with section 177 and 188 of Companies Act, 2013 wherever applicable and the details have been disclosed in the Financial Statement etc., as required by the applicable accounting standards.
 - 14.(a) The company is not required to have an internal audit system as per the provisions of section 138 of the Companies Act, 2013, hence this sub-clause is not applicable.
 - (b) Since, the company is not required to have the internal audit system, hence, this sub-clause relating to consideration of internal audit reports is not applicable.
 15. In our opinion and according to the information and explanations given to us, the company hasn't entered into any non-cash transaction with directors or persons connected with him for the year under review.
 - 16.(a) The company is not required to be registered under section 45-IA of Reserve Bank of India Act, 1934.
 - (b) The company has not conducted any Non-Banking Financial or Housing Finance activities during the year.

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



- (c) The company is not a Core Investment Company (CIC) as defined in the regulations made by the Reserve Bank of India.
- (d) According to the information and explanations given to us, the group doesn't have any Core Investment Company as part of the group.
17. The company has not incurred cash loss in current financial year as well as in immediately preceding financial year.
18. There has been no resignation of the statutory auditors during the year.
19. On the basis of the financial ratios, ageing and expected dates of realization of financial assets and payment of financial liabilities, other information accompanying the financial statements, our knowledge of the Board of Directors' and management's plans and based on our examination of evidence supporting the assumptions, nothing has come to our attention, which causes us to believe that any material uncertainty exists as on the date of the audit report that company is not capable of meeting its liabilities existing at the date of balance sheet as and when they fall due within a period of one year from the balance sheet date.
- We, however, state that this is not an assurance as to the future viability of the company. We further state that our reporting is based on the facts up to the date of the audit report and we neither give any guarantee nor any assurance that all liabilities falling due within a period of one year from the balance sheet date, will get discharged by the company as and when they fall due.
20. There is no liability under the provisions of section 135 of the Companies Act, 2013 relating to Corporate Social Responsibility (CSR). Therefore, this clause is not applicable to the company.
21. The company is not required to prepare the consolidated financial statements in absence of any subsidiary and/or associates company(ies) thereto. Therefore, reporting regarding any qualification or adverse remarks by the respective auditors in the Companies (Auditor's Report) Order (CARO) of the companies included in the consolidated financial statements is not applicable.

Place : Jaipur
Date : 05.09.2022

For Dani & Co.
Chartered Accountants

[Mahendra Dani]
Proprietor
M.No. : 074312
FRN : 005580C
UDIN : 21074312AAAABG6006

SPYNOX CONSORTIUM LIMITED
Statement of Profit & Loss for the year ended 31st March, 2022

(Amount in Rs '00)

| | Particulars | Note No | As at 31st March, 2022 | As at 31st March, 2021 |
|-------|---|---------|------------------------|------------------------|
| I. | Income | | | |
| (1) | Revenue from operations | 16 | 0.00 | 0.00 |
| (2) | Other Income | 17 | 0.00 | 318.34 |
| | Total Income | | 0.00 | 318.34 |
| II | Expenses: | | | |
| (1) | Cost of materials consumed | 18 | 0.00 | 0.00 |
| (2) | Purchase of Stock-in-Trade | -- | -- | -- |
| (3) | Changes in inventories of finished goods, work-in-progress and stock-in-trade | 19 | 0.00 | 0.00 |
| (4) | Employee benefit expense | 20 | 0.00 | 480.00 |
| (5) | Financial costs | 21 | 24.99 | 103.69 |
| (6) | Depreciation and amortization expense | -- | -- | -- |
| (7) | Other expenses | 22 | 146519.80 | 1031.37 |
| | Total Expenses | | 146544.79 | 1615.06 |
| III | Profit before exceptional and extraordinary items and tax | | -146544.79 | -1296.72 |
| IV | Exceptional Items | -- | 0.00 | 0.00 |
| V | Profit before extraordinary items and tax | | -146544.79 | -1296.72 |
| VI | Extraordinary Items | -- | 0.00 | 0.00 |
| VII | Profit before tax | | -146544.79 | -1296.72 |
| VIII | Tax expense: | | | |
| (1) | Current tax | | 0.00 | 0.00 |
| (2) | Deferred tax | | 0.00 | 0.00 |
| (3) | MAT Credit Entitlement | | -- | -- |
| IX | Profit/(Loss) for the period from Continuing Operations(VII-VIII) | | -146544.79 | -1296.72 |
| X. | Profit/(Loss) from discontinuing Operations | -- | 0.00 | 0.00 |
| XI. | Tax expense of discontinuing Operations | -- | 0.00 | 0.00 |
| XII. | Profit/Loss from discontinuing Operations (after tax) (X-XI) | | 0.00 | 0.00 |
| XIII. | Profit/Loss for the period (IX+XII) | | -146544.79 | -1296.72 |
| XIV | Earning per equity share: | | | |
| (1) | Basic | | -0.31 | 0.00 |
| (2) | Diluted | | -0.31 | 0.00 |

Notes 1 to 23 form part of the Accounts

As per our report of even date

For Spynox Consortium Limited

For Dani & Co.

Chartered Accountants

FRN : 005580C

[Sanjay Kumar Jain]

[Deepak Kumar Jain]

[Mahendra Dani]

Director

Director

Proprietor

DIN 08635324

DIN : 00070362

M.No. 074312

Place: Jaipur

Date : 05.09.2022

For SPYNOX CONSORTIUM LIMITED

DIN : 22074312BBMGSC5548

(AUTHORISED SIGNATORY)

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SPYNOX CONSORTIUM LIMITED
Balance Sheet as on 31st March 2022

| Particulars | | Note No | As at 31st March, 2022 | As at 31st March, 2021 |
|-------------|--|---------|------------------------|------------------------|
| I. | <u>EQUITY AND LIABILITIES</u> | | | |
| (1) | Shareholder's Funds | | | |
| (a) | Share Capital | | | |
| (b) | Reserves and Surplus | 1 | 48000.00 | 48000.00 |
| (c) | Money received against share warrants | 2 | -46303.14 | 100161.65 |
| | | -- | -- | -- |
| (2) | Share application money pending allotment | -- | -- | -- |
| | | | | |
| (3) | Non-Current Liabilities | | | |
| (a) | Long-term borrowings | | | |
| (b) | Deferred tax liabilities (Net) | -- | -- | -- |
| (c) | Other Long term liabilities | 3 | 0.00 | 0.00 |
| (d) | Long term provisions | -- | -- | -- |
| | | -- | -- | -- |
| (4) | Current Liabilities | | | |
| (a) | Short-term borrowings | | | |
| (b) | Trade payables | 4 | 0.00 | 1750.00 |
| | (A) total outstanding dues of micro enterprises and small enterprises and | 5 | 0.00 | 0.00 |
| | (B) total outstanding dues of creditors other than micro enterprises and small enterprises | 5(i) | 0.00 | 0.00 |
| (c) | Other current liabilities | 5(ii) | 339.80 | 1309.00 |
| (d) | Short-term provisions | 6 | 1800.00 | 2390.00 |
| | | 7 | 0.00 | 0.00 |
| | Total | | 3756.66 | 153610.65 |
| II. | <u>Assets</u> | | | |
| (1) | Non-current assets | | | |
| (a) | Property, Plant and Equipments & Intangible Assets | | | |
| (i) | Property, Plant and Equipments | -- | -- | -- |
| (ii) | Intangible assets | -- | -- | -- |
| (iii) | Capital work-in-progress | -- | -- | -- |
| (iv) | Intangible assets under development | -- | -- | -- |
| (b) | Non-current investments | 8 | 1141.27 | 1141.27 |
| (c) | Deferred tax assets (net) | 9 | 0.00 | 0.00 |
| (d) | Long term loans and advances | 10 | 0.00 | 150692.50 |
| (e) | Other non-current assets | -- | -- | -- |
| | | | | |
| (2) | Current assets | | | |
| (a) | Current investments | -- | -- | -- |
| (b) | Inventories | 11 | 0.00 | 0.00 |
| (c) | Trade receivables | 12 | -- | -- |
| | (A) Undisputed Trade Receivables | 12(i) | 0.00 | 0.00 |
| | (B) Disputed Trade Receivable | 12(ii) | 0.00 | 0.00 |
| (d) | Cash and cash equivalents | 13 | 815.39 | 1776.88 |
| (e) | Short-term loans and advances | 14 | 0.00 | 0.00 |
| (f) | Other current assets | 15 | 1800.00 | 0.00 |
| | Total | | 3756.66 | 153610.65 |

Notes 1 to 23 form part of the Accounts

As per our report of even date

For Spynox Consortium Limited

For Dani & Co.

Chartered Accountants

FRN : 005580C

(Sanjay Kumar Jain)
Director

DIN : 00635324

(Deepak Kumar Jain)
Director

DIN : 00670362

For SPYNOX CONSORTIUM LIMITED

(Mallikarjuna Dani)
(AUTHORISED SIGNATORY)

M.No. 074312

UDIN : 22074312BBMGSC5548

Place: Jaipur

Date : 05.09.2022

SPYNOX CONSORTIUM LIMITED
CASH FLOW STATEMENT
FOR THE YEAR ENDED ON 31 MARCH 2022


| | For the year ended 31 March 2022 | For the year ended 31 March 2021 |
|---|-------------------------------------|-------------------------------------|
| A CASH FLOW FROM OPERATING ACTIVITIES | | |
| NET PROFIT BEFORE TAX | -146544.79 | -1296.72 |
| Adjustment for: | | |
| Depreciation & amortisation | 0.00 | 0.00 |
| Round Off | 0.00 | 0.00 |
| Interest Exp. | 0.00 | -46.19 |
| Interest income | 0.00 | 318.34 |
| Operating profit before working capital changes | -146544.79 | -1024.57 |
| Adjustment for: | | |
| Increase/ Decrease in current liabilities | -1559.20 | 1139.00 |
| Increase/ Decrease in current Assets | -1800.00 | 0.00 |
| Cash flow from operations | -149903.99 | 114.43 |
| Direct tax paid | 0.00 | 0.00 |
| NET CASH GENERATED FROM OPERATING ACTIVITIES | -149903.99 | 114.43 |
| B CASH FLOW FROM INVESTING ACTIVITIES | | |
| Investment Purchased | 0.00 | 0.00 |
| Mutual Fund | 0.00 | 0.00 |
| Increase/ Decrease in Short Term loans & advances | 0.00 | 1760.42 |
| Increase/Decrease in Long Term Loan and Advance | 150692.50 | 0.00 |
| Other Non Current Assets | 0.00 | 0.00 |
| Fixed assets including capital advances | 0.00 | 0.00 |
| Interest received | 0.00 | -318.34 |
| NET CASH FROM INVESTING ACTIVITIES | 150692.50 | 1442.08 |
| C CASH FLOW FROM FINANCING ACTIVITIES | | |
| Increase in Equity share capital | 0.00 | 0.00 |
| Increase in share premium | 0.00 | 0.00 |
| Interest Paid | 0.00 | 46.19 |
| Decrease in share application money | 0.00 | 0.00 |
| Short term borrowings (net) | -1750.00 | 0.00 |
| Long term borrowings (net) | 0.00 | 0.00 |
| NET CASH GENERATED FROM FINANCING ACTIVITIES | -1750.00 | 46.19 |
| NET INCREASE IN CASH AND CASH EQUIVALENTS (A+B+C) | -961.49 | 1602.70 |
| CASH AND CASH EQUIVALENTS - OPENING BALANCE | 1776.88 | 174.18 |
| CASH AND CASH EQUIVALENTS - CLOSING BALANCE | 815.39 | 1776.88 |
| CASH AND CASH EQUIVALENTS | 815.39 | 1776.88 |

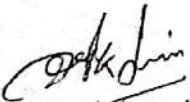
Note

The cash flow statement is prepared using the "indirect method" set out in Accountin Standard 3 "Cash FLOW STATEMENT" and presents the cash flows by operating, investing and financing activities of the company.

Cash & cash equivalents presented in the cash flow statement consist of cash in hand and unencumbered highly liquid bank balances.

For M/s Spynox Consortium Pvt. Ltd.


[Sanjay Kumar Jain]
Director
DIN : 08635324


[Deepak Kumar Jain]
Director
DIN : 08070362

SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

As per our report of even date

For Dani & Co.

Chartered Accountants

FRN : 005580C

[Mahendra Dani]

Proprietor

M.No. : 074312

DIN : 22074312BBMGSC5548

Place : Jaipur

Dated : 05.09.2022

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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March 2022

(Amount in Rs '00)

| Note No | Particulars | As at 31st March, 2022 | | As at 31st March, 2021 | |
|------------|---|------------------------|--------|------------------------|-----------|
| 10 | Long Term Loan and Advances | | | | |
| | Loan (Secured, Considered Goods) | | -- | | -- |
| | Loan (Unsecured, Considered Goods) | | -- | | -- |
| | Advances :- | | | | |
| | -- Advances for Capital Assets | | 0.00 | | 145692.50 |
| | -- Advance for Project | | 0.00 | | 5000.00 |
| | | | 0.00 | | 150692.50 |
| 11 | Inventories | | | | |
| | Raw Materials | | 0.00 | | 0.00 |
| | Stock-in-Process | | 0.00 | | 0.00 |
| | Finished Goods | | 0.00 | | 0.00 |
| | Stores, Chemicals and Packing Materials | | -- | | -- |
| | Stock in trade (In respect of goods acquired for trading) | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| 12 | Trade Receivables | | | | |
| 12(i)(a) | (Undisputed Considered Good) | | | | |
| | Less than 6 Months | 0.00 | | 0.00 | |
| | 6 Month to 1 year | 0.00 | | 0.00 | |
| | 1 year to 2 year | 0.00 | | 0.00 | |
| | 2 year to 3 year | 0.00 | | 0.00 | |
| | More than 3 year | 0.00 | 0.00 | 0.00 | 0.00 |
| 12(ii)(b) | (Undisputed Considered doubtful) | | | | |
| | Less than 6 Months | 0.00 | | 0.00 | |
| | 6 Month to 1 year | 0.00 | | 0.00 | |
| | 1 year to 2 year | 0.00 | | 0.00 | |
| | 2 year to 3 year | 0.00 | | 0.00 | |
| | More than 3 year | 0.00 | 0.00 | 0.00 | 0.00 |
| 12(iii)(a) | (Disputed Considered Goods) | | | | |
| | Less than 6 Months | 0.00 | | 0.00 | |
| | 6 Month to 1 year | 0.00 | | 0.00 | |
| | 1 year to 2 year | 0.00 | | 0.00 | |
| | 2 year to 3 year | 0.00 | | 0.00 | |
| | More than 3 year | 0.00 | 0.00 | 0.00 | 0.00 |
| 12(iii)(b) | (Disputed considered doubtful) | | | | |
| | Less than 6 Months | 0.00 | | 0.00 | |
| | 6 Month to 1 year | 0.00 | | 0.00 | |
| | 1 year to 2 year | 0.00 | | 0.00 | |
| | 2 year to 3 year | 0.00 | | 0.00 | |
| | More than 3 year | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | 0.00 | | 0.00 |
| 13 | Cash & Cash Equivalents | | | | |
| | Cash in Hand | 323.71 | | 3.71 | |
| | Balance with banks | 491.68 | 815.39 | 1773.17 | 1776.88 |
| | | | 815.39 | | 1776.88 |
| 14 | Short Term Loan and Advances | | | | |
| | Loan (Secured, Considered Goods) | | -- | | -- |
| | Loan (Unsecured, Considered Goods) | | -- | | -- |
| | Deposits | | 0.00 | | 0.00 |
| | Advances :- | | | | |
| | -- Balances with Statutory Authorities | 0.00 | | 0.00 | |
| | -- Advance to Supplier | 0.00 | | 0.00 | |
| | -- Inter Corporate Deposit | 0.00 | | 0.00 | |
| | -- Others | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | 0.00 | | 0.00 |

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March 2022

(Amount in Rs '00)

| Note No | Particulars | As at 31st March, 2022 | | As at 31st March, 2021 | |
|---------|---|------------------------|-----------|------------------------|---------|
| 15 | Other Current Assets | | 1800.00 | | 0.00 |
| | TDS Recoverable | | 0.00 | | 0.00 |
| | Interest Receivable | | 1800.00 | | 0.00 |
| 16 | Revenue from operations | | 0.00 | | 0.00 |
| | Sale of Flat | | 0.00 | | 0.00 |
| | Job Work Income | | 0.00 | | 0.00 |
| 17 | Non-operating Income | | 0.00 | | 318.34 |
| | Interest Income | | 0.00 | | 0.00 |
| | Misc Receipt | | 0.00 | | 318.34 |
| 18 | Cost of Materials Consumed | | 0.00 | | 0.00 |
| | Opening Stock of Raw Material | | 0.00 | | 0.00 |
| | Add: Purchases of Raw Material during the year | | 0.00 | | 0.00 |
| | Less : Closing Stock of Raw Material | | 0.00 | | 0.00 |
| 19 | Changes in Inventories of Finished Goods, Work-in-Progress and Stock-in-Trade | | | | |
| | Inventories (At Commencement) | | | 0.00 | |
| | Finished Goods/Work-in-process | 0.00 | | 0.00 | |
| | Stock in trade | 0.00 | 0.00 | 0.00 | 0.00 |
| | Inventories (At close) | | | 0.00 | |
| | Finished Goods/Work-in-process | 0.00 | | 0.00 | |
| | Stock in Trade | 0.00 | 0.00 | 0.00 | 0.00 |
| | Increase/Decrease in Stock | | 0.00 | | 0.00 |
| 20 | Employee Benefit Expense | | | | |
| | Salary & Establishment Exps. | | 0.00 | | 480.00 |
| | Wages | | 0.00 | | 0.00 |
| | | | 0.00 | | 480.00 |
| 21 | Financial Costs | | | | |
| | Bank Charges | | 24.99 | | 57.19 |
| | Interest Expenses | | 0.00 | | 46.19 |
| | | | 24.99 | | 103.69 |
| 22 | Other Expenses | | | | |
| 22.1 | Direct Expenses | | | | |
| | Job Charges Paid | | 0.00 | | 0.00 |
| 22.2 | Administrative Expenses : | | | | |
| | Auditor's Remuneration : | | | | |
| | - For Audit Fee | 59.00 | | 59.00 | |
| | - For Taxation Matters | 0.00 | | 0.00 | |
| | - For Company Law Matters | 0.00 | | 0.00 | |
| | - For Other Services | 0.00 | 59.00 | 0.00 | 59.00 |
| | Baddebts w/off | 146000.00 | | 0.00 | |
| | Filing Fee | 30.00 | | 10.00 | |
| | Rate, Tax, Duty, Cess, etc. | 0.00 | | 362.37 | |
| | Rebate & Discount | 0.00 | | 0.00 | |
| | Rent | 430.80 | | 600.00 | |
| | Telephone Exp. | 0.00 | | 0.00 | |
| | Travelling Exp. | 0.00 | 146460.80 | 0.00 | 972.37 |
| | | | 146519.80 | | 1031.37 |

SPYNOX CONSORTIUM LIMITED
(AUTHORISED SIGNATORY)



SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March, 2022

23 NOTES ON ACCOUNTS & SIGNIFICANT ACCOUNTING POLICIES

- 23.1 The financial statements are prepared under the historical cost convention on an accrual basis and are in accordance with requirements of the Companies Act, 2013.
- 23.2 Estimate amount of contracts remaining to be executed on capital account and not provided for : NIL
- 23.3 Information with regard to licensed capacity, installed capacity etc. is not applicable as the company is not engaged in manufacturing activity.
- 23.4 Previous year's figures have been regrouped and rearranged wherever deemed necessary.
- 23.5 Dues to the Micro and Small Enterprises falling under MSMED Act, 2006 have been shown as identified by the management on the basis of information collected by the management.
- 23.6 Related Party Transactions :

| Particulars | (Amount in Rs '00) | |
|--|-------------------------------|-------------------------------|
| | For the year ended 31.03.2022 | For the year ended 31.03.2021 |
| As per AS-18 on "Related Party Disclosures", related parties of the Company are disclosed below : (as compiled by the management and relied upon by the auditors) | | |
| A. List of Related Parties : | | |
| <u>Director & Director's Relatives</u> | | |
| Vikram Pratap Sharma | | |
| Deepak Kumar Jain | | |
| Sanjay Kumar Jain | | |
| B Transactions with Related Parties | | |
| (i) Unsecured Loan :- | | |
| Taken during the year : | | |
| Deepak Kumar Jain | 2250.00 | 0.00 |
| Paid during the year : | | |
| Deepak Kumar Jain | 4000.00 | 0.00 |
| Payable at the year end : | | |
| Deepak Kumar Jain | 0.00 | 1750.00 |

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

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SPYNOX CONSORTIUM LIMITED

Notes on Accounts for the year ending 31st March, 2022

23.7 Additional Information pursuant to the Schedule III of the Companies Act, 2013

23.7.1 Title deeds of Immovable Property not held in the name of the company

| Relevant line items in the Balance sheets | Descriptions of Item of property | Gross carrying Value | Title deeds of immovable Property not held in name of the Company | Whether title deed holder is a promotor, director or relative of Promotor director or employee of promoters/director | Property held since which date | Reason for not being held in the name of company |
|---|----------------------------------|----------------------|---|--|--------------------------------|--|
| NIL | | | | | | |

23.7.2 Revaluation of the property, plant and Equipments

The company has not revalued any of its Property, Plant and Equipments during the reporting period

23.7.3 Loans or Advances in the nature of loans granted to Promoters, Directors, KMP and the Related Parties

(a) Repayable on demand or (b) without specifying any terms or period of repayment

| Type of Borrower | Amount of loan and Advance in the nature of Loan outstanding | Percentage to the total Loans and Advances in the nature of loans |
|------------------|--|---|
| Promoters | 0 | 0 |
| Directors | 0 | 0 |
| KMPs | 0 | 0 |
| Related Parties | 0 | 0 |

23.7.4 Capital Work In Progress (CWIP)

There is no undergoing capital work in progress at the balance sheet date.

23.7.5 Intangible assets under development :

There is no intangible asset under development at the balance sheet date.

23.7.6 Benami Property

The company doesn't have any Benami Property in respect of which any proceeding has been initiated or pending against the company for holding any benami property under the benami transaction (Prohibition), Act, 1988 (45 of 1988) and the rules made thereunder.

23.7.7 Reconciliation of quarterly returns or statements of current assets filed with banks or financial institutions for Working Capital Borrowings on the basis of Security of current assets

There are no borrowings from bank and financial institution on the basis of security of current assets.

23.7.8 End use of the Fund from banks or financial institutions

There is no funding from banks or financial institutions.

23.7.9 Willful Defaulter

The Company has not been declared as willful defaulter by any bank or financial institution or other lender.

23.7.10 Relationship with Struck off Companies

The Company has no transactions with struck off companies under section 248 of the companies Act 2013 or section 560 of companies act, 1956.

23.7.11 Registration of Charge or Satisfaction with Registrar of companies

No charge is pending beyond the statutory period which is yet to be registered. However, the charge created on 30.04.1997 with the charge amount of Rs. 150000/-, the charge created on 06.08.1999 which was later modified on 30.12.2000 with the charge amount of Rs. 800000/- and the charges created on 29.07.2002 which was later modified on 01.10.2004 with the charge amount of Rs. 1500000/- are still pending for satisfaction.

23.7.12 Compliance with number of layers of companies

The Company has no subsidiary company.

23.7.13 Compliance with approved scheme(s) of Arrangements

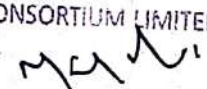
No Scheme of Arrangements has been approved by the Competent Authority in terms of Sec. 230 to 237 of the Companies Act, 2013

[Signature] *[Signature]* For SPYNOX CONSORTIUM LIMITED
 (AUTHORISED SIGNATORY) *[Signature]*

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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March, 2022

- 23.7.14 **Disclosure of Utilisation of borrowed funds and utilisation of share premium**
(i) The company has not advanced or loaned or invested funds (either borrowed funds or share premium or any other sources or kind of funds) to any other person(s) or entity(ies), including foreign entities (Intermediaries) with the understanding (whether recorded in writing or otherwise) that the intermediary shall :
(a) directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the company (Ultimate Beneficiaries) or
(b) provide any guarantee, security or the like to or on behalf of the Ultimate Beneficiaries.
(ii) The company has not received any fund from any person(s) or entity(ies), including foreign entities (Funding Party) with the understanding (whether recorded in writing or otherwise) that the company shall :
(a) directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Party (Ultimate Beneficiaries) or
(b) provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries.
- 23.7.15 **Disclosure regarding undisclosed income**
The Company has not any such transaction which is not recorded in the books of accounts that has been surrendered or disclosed as income during the year in the tax assessment under the Income Tax Act, 1961 (such as search or survey or any other relevant provisions of the Income Tax Act, 1961).
- 23.7.16 **Disclosure of Company covered in u/s 135 for Corporate Social Responsibility**
The Company is not covered under Section 135 of the Companies Act, 2013.
- 23.7.17 **Disclosure of Crypto Currency or Virtual Currency for traded or invested.**
The Company has not traded or invested in Crypto Currency or Virtual Currency during the financial year.

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March, 2022

| 23.7.18 Ratios | For the year ended 31.03.2022 | For the year ended 31.03.2021 | % Variance |
|---|-------------------------------|-------------------------------|------------|
| (a) Current Ratio (Current Assets/Current Liabilities) | 1.22 | 0.33 | 274.87 |
| (b) Debt Equity Ratio (Total Debt /Shareholder's Fund) | 0.00 | 0.01 | (100.00) |
| (c) Debt Service Coverage Ratio [(Profit After Tax+ Depreciation & Amortisation Exp+ Finance Cost+ Loss(Gain) on Sale of Property, Plant & Equipment+ Exceptional Items)/ (Finance Cost + Scheduled Principal Repayments of Long Term Borrowings+ Lease Payments)] | 0.00 | 0.00 | 0.00 |
| (d) Return on Equity Ratio (Net Profit After Tax /Shareholder's Fund) | -90.64 | -0.01 | 1035489.32 |
| (e) Inventory Turnover Ratio (Revenue From Operations/Average Inventory) | 0.00 | 0.00 | 0.00 |
| (f) Trade Receivables Turnover Ratio (Revenue From Operations/Average Trade Receivables) | 0.00 | 0.00 | 0.00 |
| (g) Trade Payable Turnover Ratio (Purchase/Average Trade Payable) | 0.00 | 0.00 | 0.00 |
| (h) Net Capital Turnover Ratio (Revenue From Operations/Working Capital) | 0.00 | 0.00 | 0.00 |
| (i) Net Profit Ratio Net profit After Tax/Revenue From Operations | 0.00 | 0.00 | 0.00 |
| (j) Return on Capital Employed (Earning Before Interest & Taxes/(Total Assets-Current Liabilities)) | -90.64 | -0.01 | 1073740.20 |
| (k) Return on Investment (Income Generated From Invested Funds/Average Invested Funds in Investment) | 0.00 | 0.00 | 0.00 |

- (i) Increase in Current Ratio is due to increase in current assets as well as paying off short term debts.
(ii) Decrease in Debt Equity Ratio is due to paying off debts resulting in nil debts.
(iii) Decrease in Return of Equity Ratio is due to forfeiture of amount given for purchases.
(iv) Decreased Return on Capital Employed Ratio is due to forfeiture of amount given for purchases.

Notes 1 to 23 form part of the Accounts

As per our Report of even date

For Spynox Consortium Limited


[Sanjay Kumar Jain]
Director

DIN : 08635324



[Deepak Kumar Jain]
Director

DIN : 08070362

For Dani & Co.
Chartered Accountants
FRN : 005580C


[Mahendra Dani]
Proprietor
M.No. 074312
UDIN : 22074312BBMGSC5548

Place : Jaipur.
Date : 05.09.2022

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

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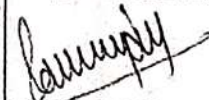
SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March, 2022

| | |
|---|---|
| 23 NOTES ON ACCOUNTS & SIGNIFICANT ACCOUNTING POLICIES | |
| 23.0 Disclosure as per ICDS :- | |
| ICDS-I Accounting Policies | The Financial Statement are prepared under the historical cost convention, on a going concern basis and in accordance with generally accepted accounting principles in India. These financial statements comply in all material respects with accounting standards. Accounting policies have been consistently applied except where a newly issued accounting standard is initially adopted or a revision to an existing accounting standards require a change in the accounting policy hitherto in use |
| ICDS-II Valuation of Inventories | Not Applicable |
| ICDS-III Construction Contracts | Not Applicable |
| ICDS-IV Revenue Recognition | The Concern recognises its revenue from sale of goods, when all the significant risk and rewards of ownership of the goods have been passed to the buyer. The revenue from services is recognized on percentage completion method. |
| ICDS-V Tangible Fixed Assets | Not Applicable |
| ICDS-VI Governments Grant | Not Applicable |
| ICDS-IX Borrowing Cost | Interest and other borrowing cost attributable to the specific / qualifying assets are capitalized. Other borrowing cost are recognized as an item of expenses in accordance with the provision of the Income Tax Act, 1961. |
| ICDS-X Provisions, Contingent Liabilities and Contingent Assets | Provision is recognised when there exists a present obligation as a result of past events with reasonable certainty of an outflow of resources embodying economic benefits will be required to settle the obligation and when a reasonable estimate of amount of obligation can be made. Contingent liabilities are not recognized. Contingent assets are not recognized until and unless it becomes reasonably certain that inflow of economic benefit will arise therefrom. |

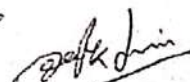
Notes 1 to 23 form part of the Accounts

As per our Report of even date

For Spynox Consortium Limited



[Sanjay Kumar Jain]
 Director
 DIN : 08635324




[Deepak Kumar Jain]
 Director
 DIN : 08070362

Place : Jaipur.
 Date : 05.09.2022

For Dani & Co
 Chartered Accountants
 FRN : 005580C


 [Mahendra Dani]
 Proprietor
 M.No. : 074312
 UDIN : 22074312BBMGSC5548

SPYNOX CONSORTIUM LIMITED

 (AUTHORISED SIGNATORY)

SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March 2022

(Amount in Rs '00)

| No | Particulars | As at 31st March, 2022 | | | As at 31st March, 2021 | | |
|-------|---|------------------------|--|--|------------------------|--|--|
| | | | | | | | |
| 3 | Deferred Tax Liabilities | | | | | | |
| | Op. Bal. | 0.00 | | | 0.00 | | |
| | Add : Adjustment (+/-) during the year | 0.00 | | | 0.00 | | |
| | Cl. Bal. | 0.00 | | | 0.00 | | |
| 4 | Short Term Borrowings | | | | | | |
| 4.1 | Loans and advances from related parties | | | | | | |
| | a) Secured Loan | 0.00 | | | 0.00 | | |
| | b) Unsecured Loan | | | | | | |
| | - From Related Parties | 0.00 | | | 1750.00 | | |
| | Repayable on Demand | 0.00 | | | 1750.00 | | |
| | Directors & Directors Relatives | 0.00 | | | 1750.00 | | |
| 5 | Trade Payables | | | | | | |
| 5(i) | MSME | | | | | | |
| | (i) Unbilled | 0.00 | | | 0.00 | | |
| | (ii) Not Due | 0.00 | | | 0.00 | | |
| | (iii) Outstanding for : | | | | | | |
| | Less than 1 years | 0.00 | | | 0.00 | | |
| | 1-2 years | 0.00 | | | 0.00 | | |
| | 2-3 years | 0.00 | | | 0.00 | | |
| | More than 3 year | 0.00 | | | 0.00 | | |
| | Disputed Dues -MSME | 0.00 | | | 0.00 | | |
| 5(ii) | Others | | | | | | |
| | (i) Unbilled | 0.00 | | | 0.00 | | |
| | (ii) Not Due | 0.00 | | | 0.00 | | |
| | (iii) Outstanding for : | | | | | | |
| | Less than 1 years | 339.8 | | | 659.00 | | |
| | 1-2 years | 0.00 | | | 600.00 | | |
| | 2-3 years | 0.00 | | | 50.00 | | |
| | More than 3 year | 0.00 | | | 0.00 | | |
| | Dispute Dues -Others | 0.00 | | | 1309.00 | | |
| | 0.00 | 339.8 | | | 1309.00 | | |
| 6 | Other Current Liabilities | | | | | | |
| 6.1 | Advance From Customers | 0.00 | | | 0.00 | | |
| 6.2 | Statutory Remittances | 1800.00 | | | 2390.00 | | |
| 6.3 | Outstanding Liabilities | 0.00 | | | 2390.00 | | |
| 7 | Short-Term Provisions | | | | | | |
| | Provision for Taxation | 0.00 | | | 0.00 | | |
| 8 | Non Current Investment | | | | | | |
| | Shares in Indian Companies (At Cost) | 200.00 | | | 200.00 | | |
| | Investment in Time Share | 941.27 | | | 941.27 | | |
| | | 1141.27 | | | 1141.27 | | |
| 9 | Deferred Tax Assets | | | | | | |
| | Op. Bal. | 0.00 | | | 0.00 | | |
| | Add : Adjustment (+/-) during the year | 0.00 | | | 0.00 | | |
| | Cl. Bal. | 0.00 | | | 0.00 | | |

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March 2022

(Amount in Rs '00)

| Note No | Particulars | As at 31st March, 2022 | | As at 31st March, 2021 | |
|---|--|------------------------|------------------|------------------------|------------------|
| 1 | Share Capital | | | | |
| 1.1 | Authorised Share Capital 500000 Equity Share of Rs. 10 Each | | 50000.00 | | 50000.00 |
| 1.2 | Issued Capital 480000 Equity Share of Rs. 10 Each | | 48000.00 | | 48000.00 |
| | | | 48000.00 | | 48000.00 |
| 1.3 | Subscribed and Fully paid up Capital 480000 Equity Share of Rs. 10 Each | | 48000.00 | | 48000.00 |
| | | | 48000.00 | | 48000.00 |
| 1.4 | Subscribed but not Fully paid up Capital | | NIL | | NIL |
| 1.5 | Reconciliation of the Number of Shares Outstandings Particulars | | No. of Shares | | No. of Shares |
| | Number of Shares at the beginning of the year | | 480000 | | 480000 |
| | Add: Number of Shares issued during the year | | -- | | -- |
| | Number of Shares at the end of the year | | 480000 | | 480000 |
| 1.6 | Shares held by holding/ultimate holding company and/or their subsidiary/associates There is no such company | No. of Shares | Amount | No. of Shares | Amount |
| | | 0 | 0.00 | 0 | 0.00 |
| 1.7 | Aggregated number of bonus shares issued, share issued for consideration other than cash and shares bought back during the period of five year immediately preceding the reporting date. | No. of Shares | Amount | No. of Shares | Amount |
| | | 0 | 0.00 | 0 | 0.00 |
| 1.8 | Details of the Shareholders holding more than 5% in the company at the end of year Name of Shareholder Praveen Jain | No. of Shares | % Hold | No. of Shares | % Hold |
| | | 25000 | 5.21 | 25000 | 5.21 |
| 1.9 | Shareholding of the promoters in the company is set as below | | | | |
| | | Praveen Jain | Vijay Kumar Jain | Praveen Jain | Vijay Kumar Jain |
| | No. of shares | 25000 | 22350 | 25000 | 22350.0 |
| | % of total shares | 5.21 | 4.66 | 5.21 | 4.66 |
| | % Change during the year | 0 | 0.0 | 0 | 0.0 |
| The Company has only one class of shares referred to as equity shares having a par value of Rs. 10/-. Each holder of equity share is entitled to one vote per share. In the event of liquidation of the company, the holder of equity share will be entitled to receive remaining assets of the company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders. | | | | | |
| 2 | Reserve & Surplus | | | | |
| | Profit & Loss Account | | | | |
| | Opening Balance at the beginning of the year | | 100161.65 | | 101458.37 |
| | Add : Net Profit After Tax Transferred from Statement of Profit & Loss | | -146544.79 | | -1296.72 |
| | Amount Available for Appropriations | | -46383.14 | | 100161.65 |
| | Less : Appropriation | | -46383.14 | | 100161.65 |
| | Closing Balance at the end of the year | | | | |

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

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SPYNOX CONSORTIUM LIMITED

Notes on Accounts for the year ending 31st March, 2023

| | |
|---------|---|
| 23.7.14 | <p>Disclosure of Utilisation of borrowed funds and utilisation of share premium</p> <p>(i) The company has not advanced or loaned or invested funds (either borrowed funds or share premium or any other sources or kind of funds) to any other person(s) or entity(ies), including foreign entities (Intermediaries) with the understanding (whether recorded in writing or otherwise) that the intermediary shall :</p> <p>(a) directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the company (Ultimate Beneficiaries) or</p> <p>(b) provide any guarantee, security or the like to or on behalf of the Ultimate Beneficiaries.</p> <p>(ii) The company has not received any fund from any person(s) or entity(ies), including foreign entities (Funding Party) with the understanding (whether recorded in writing or otherwise) that the company shall :</p> <p>(a) directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Party (Ultimate Beneficiaries) or</p> <p>(b) provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries.</p> |
| 23.7.15 | <p>Disclosure regarding undisclosed income</p> <p>The Company has not any such transaction which is not recorded in the books of accounts that has been surrendered or disclosed as income during the year in the tax assessment under the Income Tax Act, 1961 (such as search or survey or any other relevant provisions of the Income Tax Act, 1961).</p> |
| 23.7.16 | <p>Disclosure of Company covered in u/s 135 for Corporate Social Responsibility</p> <p>The Company is not covered under Section 135 of the Companies Act, 2013.</p> |
| 23.7.17 | <p>Disclosure of Crypto Currency or Virtual Currency for traded or invested.</p> <p>The Company has not traded or invested in Crypto Currency or Virtual Currency during the financial year.</p> |

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For SPYNOX CONSORTIUM LIMITED

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(AUTHORISED SIGNATORY)

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SPYNOX CONSORTIUM LIMITED

Notes on Accounts for the year ending 31st March, 2023

| 23.7.18 Ratios | For the year ended 31.03.2023 | For the year ended 31.03.2022 | % Variance |
|---|-------------------------------|-------------------------------|------------|
| (a) Current Ratio (Current Assets/Current Liabilities) | 0.89 | 1.22 | (26.88) |
| (b) Debt Equity Ratio (Total Debt /Shareholder's Fund) | 3.29 | 0.00 | 0.00 |
| (c) Debt Service Coverage Ratio [(Profit After Tax+Depreciation & Amortisation Exp+Finance Cost+ Loss(Gain) on Sale of Property, Plant & Equipment+Exceptional Items)/ (Finance Cost + Scheduled Principal Repayments of Long Term Borrowings+Lease Payments)] | 0.00 | 0.00 | 0.00 |
| (d) Return on Equity Ratio (Net Profit After Tax /Shareholder's Fund) | -0.94 | -90.64 | -98.97 |
| (e) Inventory Turnover Ratio (Revenue From Operations/Average Inventory) | 0.00 | 0.00 | 0.00 |
| (f) Trade Receivables Turnover Ratio (Revenue From Operations/Average Trade Receivables) | 0.00 | 0.00 | 0.00 |
| (g) Trade Payable Turnover Ratio (Purchase/Average Trade Payable) | 0.00 | 0.00 | 0.00 |
| (h) Net Capital Turnover Ratio (Revenue From Operations/Working Capital) | 0.00 | 0.00 | 0.00 |
| (i) Net Profit Ratio Net profit After Tax/Revenue From Operations | 0.00 | 0.00 | 0.00 |
| (j) Return on Capital Employed [Earning Before Interest & Taxes/(Total Assets-Current Liabilities)] | -0.52 | -90.64 | -99.43 |
| (k) Return on Investment (Income Generated From Invested Funds/Average Invested Funds in Investment) | 0.00 | 0.00 | 0.00 |

- i) Decrease in current Ratio is due to raising of short term loan during the year.
 ii) Change in Return on Equity Ratio is due to highly decrease in administrative expenses.
 iii) Change in Return on Capital Employed Ratio is due to decrease in administrative expenses resulting in lower loss.

Notes 1 to 23 form part of the Accounts


As per our Report of even date

For Spynox Consortium Limited


 Sanjay Kumar Jain
 Director
 DIN : 08635324


 [Deepak Kumar Jain]
 Director
 DIN : 08070362

For Dani & Co.
 Chartered Accountants
 FRN : 005580C


 [Mahendra Dani]
 Proprietor
 M.No. 074312
 UDIN : 23074312BGZIUM1088

Place : Jaipur.
 Date : 05.09.2023

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



Acknowledgement Number:434510911231023

Date of filing : 23-Oct-2023

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT[Where the data of the Return of Income in Form ITR-1(SAHA), ITR-2, ITR-3, ITR-4(SUGAM), ITR-5, ITR-6, ITR-7
filed and verified]
(Please see Rule 12 of the Income-tax Rules, 1962)Assessment
Year
2023-24

| | | | |
|-----------|---|---------------------------------|-----------------|
| PAN | AABCS9873R | | |
| Name | SPYNOX CONSORTIUM LIMITED | | |
| Address | 501-503, PEARL EXCELLENCY, SB-168, BAPU NAGAR , JAIPUR , 27-Rajasthan, 91-INDIA, 302015 | | |
| Status | 7-Private company | Form Number | ITR-6 |
| Filed u/s | 139(1)-On or before due date | e-Filing Acknowledgement Number | 434510911231023 |

Taxable Income and Tax Details

| | | |
|---|---|--------|
| Current Year business loss, if any | 1 | 43,072 |
| Total Income | 2 | 0 |
| Book Profit under MAT, where applicable | 3 | 0 |
| Adjusted Total Income under AMT, where applicable | 4 | 0 |
| Net tax payable | 5 | 0 |
| Interest and Fee Payable | 6 | 0 |
| Total tax, Interest and Fee payable | 7 | 0 |
| Taxes Paid | 8 | 0 |
| (+) Tax Payable /(-) Refundable (7-8) | 9 | 0 |

Accreted Income and Tax Detail

| | | |
|---|----|---|
| Accreted Income as per section 115TD | 10 | 0 |
| Additional Tax payable u/s 115TD | 11 | 0 |
| Interest payable u/s 115TE | 12 | 0 |
| Additional Tax and interest payable | 13 | 0 |
| Tax and interest paid | 14 | 0 |
| (+) Tax Payable /(-) Refundable (13-14) | 15 | 0 |

This return has been digitally signed by DEEPAK KUMAR JAIN in the capacity of Managing Director having PAN ALDPJ1763H from IP address 223.229.220.203 on 23-Oct-2023 19:37:19 at JAIPUR (Place) DSC SI.No & Issuer 5356610 & 7945909033021051248CN=PantaSign Sub CA for DSC 2022,OU=Certifying Authority,O=Pantagon Sign Securities Pvt. Ltd.,C=IN

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Barcode/QR Code



AABCS9873R06434510911231023b1f4ff430f2676102c167fcd965455a01c89ead

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU

For SPYNOX CONSORTIUM LIMITED

 (AUTHORISED SIGNATORY)



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DANI & CO.
Chartered Accountants

INDEPENDENT AUDITOR'S REPORT

To the Members of
SPYNOX CONSORTIUM LIMITED

Report on the Audit of the Financial Statements

Opinion

We have audited the Financial Statements of SPYNOX CONSORTIUM LIMITED which comprise the Balance sheet as at 31st March 2023 and the Statement of profit and loss for the year then ended, Statement of Cash Flow for the year then ended and notes to the Financial Statements, including a summary of significant accounting policies and other explanatory information [hereinafter referred to as "the Financial Statements"].

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 Companies Act, 2013 in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2023, and its loss for the year ended on that date.

Basis for Opinion

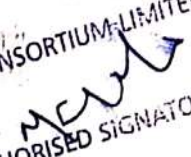
We conducted our audit of the Financial Statements in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India together with the requirements that are relevant to our audit of the Financial Statements under the provisions of the Companies Act, 2013 and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Financial Statements.

Key Audit Matters:

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. In the audit of the current period, we do not have observed any key audit matters required to be reported separately.

Information Other than the Financial Statements and Auditor's Report Thereon

The Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Board's report including Annexure to Board's Report.

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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Business Responsibility Report, but does not include the Financial Statements and our auditor's report thereon.

Our opinion on the Financial Statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the Financial Statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the Financial Statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Management's Responsibility for the Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these Financial Statements that give a true and fair view of the financial position and financial performance of the Company in accordance with the accounting principles generally accepted in India, including the accounting Standards specified under section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014 and the Companies (Accounting Standards) Rule, 2015 as amended.

This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, 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.

In preparing the Financial Statements, the Board of Directors is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so. The Board of Directors are also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these Financial Statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

For JOINT VENTURE CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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- a. Identify and assess the risks of material misstatement of the Financial Statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
 - b. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Companies Act, 2013, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls system in place and the operating effectiveness of such controls.
 - c. Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
 - d. Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the Financial Statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
 - e. Evaluate the overall presentation, structure and content of the Financial Statements, including the disclosures, and whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the Financial Statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the Financial Statements may be influenced. We consider quantitative materiality and qualitative factors in

- (i) Planning the scope of our audit work and in evaluating the results of our work; and
- (ii) to evaluate the effect of any identified misstatements in the Financial Statements.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2020 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, and on the basis of such check of the books and records of the company as we considered appropriate and according to the information and explanation given to us, we give in the "Annexure A" a statement on the matters specified in paragraphs 3 and 4 of the Order, to the extent applicable.
2. As required by Section 143(3) of the Act, we report that:
 - (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
 - (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
 - (c) The Balance Sheet, the Statement of Profit and Loss and the Cash Flow Statement dealt with by this Report are in agreement with the books of account.
 - (d) In our opinion, the aforesaid Financial Statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.
 - (e) On the basis of the written representations received from the directors as on 31st March, 2023 and taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2023 from being appointed as a director in terms of Section 164(2) of the Act.
 - (f) With respect to the adequacy of the internal financial controls over financial reporting of the company and operating effectiveness of such controls, refer to our separate report in Annexure 'A'.
 - (g) With respect to the other matters to be included in the Auditor's 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:
 - i. The Company does not have any pending litigations which would impact its financial position.
 - ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses.
 - iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.
 - iv. (a) The management has represented that, to the best of its knowledge and belief, other than as disclosed in the notes to the accounts, no funds have been advanced or loaned or invested (either from borrowed funds or share premium or any other sources or kind of funds) by the company to or in any

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other person(s) or entity(ies), including foreign entities ("Intermediaries"), with the understanding, whether recorded in writing or otherwise, that the Intermediary shall, whether, directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the company ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries;

- (b) The management has represented, that, to the best of its knowledge and belief, other than as disclosed in the notes to the accounts, no funds have been received by the company from any person(s) or entity(ies), including foreign entities ("Funding Parties"), with the understanding, whether recorded in writing or otherwise, that the company shall, whether, directly or indirectly, lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Party ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries; and
- (c) Based on such audit procedures that have been considered reasonable and appropriate in the circumstances, nothing has come to our notice that has caused us to believe that the representations under sub-clause (i) and (ii) of Rule 11(e), as provided under (a) and (b) above, contain any material misstatement.
- v. The company has not declared or paid any dividend during the year in contravention of the provisions of Section 123 of the Companies Act, 2013.
- vi. The company has not used such accounting software for maintaining its books of accounts which has a feature of recording audit trail (edit log) facility as the company was not required to have such accounting software for financial year 2022-23 pursuant to Notification No. G.S.R. 235(E) dated 31.03.2022 issued by MCA.

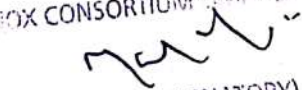
Place : Jaipur
Dated: 05.09.2023

For Dani & Co.
Chartered Accountants
FRN : 005580C


[Mahendra Dani]
M.No. : 074312

UDIN : 23074312BGZIUM1088

For CADANICO CONSORTIUM LIMITED


(AUTHORISED SIGNATORY)

344-A, 10 B Scheme, Gopalpura Bypass, Jaipur - 302018 ☎: 94142-58985 e-mail : cadanico@gmail.com

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**Annexure 'A' to the Independent Auditor's Report of even date on the Financial Statements of
SPYNOX CONSORTIUM LIMITED, JAIPUR.**

(Referred to in paragraph 2(f) under 'Report on Other Legal and Regulatory Requirements' section
of our Independent Auditor's Report on the financial statements for the year ended 31.03.2023)

**Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of
the Companies Act, 2013 ("the Act")**

We have audited the internal financial controls over financial reporting of M/S Ajay Finetech Private Limited ("the Company") as of March 31, 2016 in conjunction with our audit of the financial statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Controls

The Company's management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditors' Responsibility

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing, issued by ICAI and deemed to be prescribed under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls, both applicable to an audit of Internal Financial Controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's internal financial controls system over financial

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

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reporting.

Meaning of Internal Financial Controls Over Financial Reporting

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that

1. pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company;
2. provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and
3. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Inherent Limitations of Internal Financial Controls Over Financial Reporting

Because of the inherent limitations of internal financial controls over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting to future periods are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Company has, in all material respects, an adequate internal financial controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at March 31, 2016, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

Place : Jaipur
Dated: 05.09.2023

For Dani & Co.
Chartered Accountants
FRN : 005580C

for SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

[Mahendra Dani]

M.No. : 074312

UDIN : 23074312BGZIUM1088

344-A, 10 B Scheme, Gopalpura Bypass, Jaipur - 302018 ☎: 94142-58985 e-mail : cadanico@gmail.com



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ANNEXURE 'A' TO THE AUDITORS' REPORT

Referred to in paragraph 1 of our Independent Auditors' Report of even date on the accounts of
Spynox Consortium Limited Ended on 31st march, 2023:

1. (a) (i) The company has no Property, Plant & Equipment during the year and therefore the clause is not applicable.
(a) (ii) The company has no intangible assets hence the clause is not applicable.
(b) There was no Property, Plant & Equipment and hence, no physical verification thereto.
(c) The Company doesn't have any immovable property (other than properties where the company is the lessee and the lease agreements are duly executed in favor of the lessee). Accordingly, this clause is not applicable.
(d) As the company didn't have any Property, Plant & Equipment (including right of use assets) or intangible assets or both during the year, the matter of revaluation thereof doesn't arise.
(e) No proceedings have been initiated during the year or are pending against the company as at March 31, 2023 for holding any benami property under the Benami Transactions (Prohibition) Act, 1988 (as amended in 2016) and the rules made thereunder.
2. (a) According to the information and explanation given to us and as per books of accounts, the company has no inventory, therefore the clause is not applicable.
(b) The company has not been sanctioned any working capital limit from banks or financial institutions on the basis of security of current assets at any point of time during the year hence reporting under this clause is not applicable.
3. The company has not made investments, provided any guarantee or security or granted any loans or advances in the nature of loans, secured or unsecured to companies, firms, limited liability partnerships or any other parties during the year, hence sub-clause (a) to (f) of this clause are not applicable.
4. In our opinion and according to the information and explanation given to us, the company has complied with the provisions of Section 185 and 136 of the Companies Act, 2013 with respect to loans granted, investments made and guarantees or security provided as applicable.
5. The directives issued by the Reserve Bank of India and the provisions of Section 73 to 76 or any other relevant provisions of the Companies Act, 2013 and the rules framed there under wherever applicable, have been complied with by the company in acceptance of deposits. As explained to us, no order has been passed by the Company Law Board or the National Company Law Tribunal or the Reserve Bank of India or any court or any other Tribunal has been passed.
6. As explained to us, the Central Govt. has not specified maintenance of cost record under Section 148(1) of the Companies Act, 2013 in respect of the company.
7. (a) According to the information and explanations given to us and on the basis of our examination of the records of the Company, the Company has been otherwise regular in depositing the undisputed statutory dues including Goods & Services Tax, 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 applicable to it, with appropriate authorities. There is no 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.
(b) According to the information and explanations given to us, there are no statutory dues as referred to in sub-clause (a) of this clause, which have not been deposited on account of any dispute.
8. In our opinion and according to the information and explanation given to us, there were no transactions relating to previously unrecorded income that were surrendered

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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- or disclosed as income in the tax assessments under the Income Tax Act, 1961 (43 of 1961) during the year. Hence, this clause is not applicable.
9. (a) In our opinion and according to the information and explanations given to us, the company has not defaulted in repayment of any loan or other borrowings or any interest due thereon to any lender.
 - (b) In our opinion and according to the information and explanations given to us, the company has not been a declared willful defaulter by any bank or financial institution or other lender.
 - (c) The company has not taken any term loan during the year and there are no unutilized term loans at the beginning of the year hence the reporting under this sub-clause is not applicable.
 - (d) According to the information and explanations given to us and the procedures performed by us, and on an overall examination of the financial statements of the company, we report that no funds raised on short term basis have been used for long term purposes by the company.
 - (e) In our opinion and according to the information and explanations given to us, the company has not taken any funds from any entity or person on account of or to meet the obligations of its subsidiaries, associates or joint ventures.
 - (f) In our opinion and according to the information and explanations given to us, the company has not raised loans during the year on the pledge of securities held in its subsidiaries, associates or joint ventures.
 10. (a) In our opinion and according to the information and explanations given to us, the company has not raised the money by way of initial public offer or further public offer (including debt instruments). Therefore, provision of this sub-clause is not applicable to the company.
 - (b) According to the information and explanations given to us and on the basis of our examination of the records of the company, the company has not made any preferential allotment or private placement of shares or convertible debenture (fully, partially or optionally convertible) during the year, hence this sub-clause is not applicable.
 11. (a) No fraud by the company or no fraud on the company has been noticed or reported during the year.
 - (b) During the year, no report under sub-section (12) of section 143 of the Companies Act has been filed by the auditors in Form ADT-4 as prescribed under Rule 13 of Companies (Audit and Auditors) Rules, 2014 with the Central Government.
 - (c) No whistle-blower complaints has been received during the year by the company.
 12. The company is not a Nidhi Company hence nothing to be reported for any provisions applicable on nidhi Company.
 13. As per the information and explanations given to us, all transactions with the related parties as identified by the management, are in compliance with section 177 and 188 of Companies Act, 2013 wherever applicable and the details have been disclosed in the Financial Statement etc., as required by the applicable accounting standards.
 14. (a) The company is not required to have an internal audit system as per the provisions of section 138 of the Companies Act, 2013, hence this sub-clause is not applicable.
 - (b) Since, the company is not required to have the internal audit system, hence, this sub-clause relating to consideration of internal audit reports is not applicable.
 15. In our opinion and according to the information and explanations given to us, the company hasn't entered into any non-cash transaction with directors or persons connected with him for the year under review.
 16. (a) The company is not required to be registered under section 45-IA of Reserve Bank of India Act, 1934.
 - (b) The company has not conducted any Non-Banking Financial or Housing Finance activities during the year.

For SPYNOX CONSORTIUM LIMITED
 (AUTHORISED SIGNATORY)

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SPYNOX CONSORTIUM LIMITED
Statement of Profit & Loss for the year ended 31st March, 2023

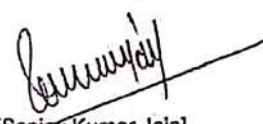
| | | (Amount in Rs '00) | | |
|-------|---|--------------------|------------------------|------------------------|
| | Particulars | Note No | As at 31st March, 2023 | As at 31st March, 2022 |
| I. | Income | | | |
| (1) | Revenue from operations | 16 | 0.00 | 0.00 |
| (2) | Other Income | 17 | 0.00 | 0.00 |
| | Total Income | | 0.00 | 0.00 |
| II | Expenses: | | | |
| (1) | Cost of materials consumed | 18 | 0.00 | 0.00 |
| (2) | Purchase of Stock-in-Trade | — | — | — |
| (3) | Changes in inventories of finished goods, work-in-progress and stock-in-trade | 19 | 0.00 | 0.00 |
| (4) | Employee benefit expense | 20 | 0.00 | 0.00 |
| (5) | Financial costs | 21 | 367.52 | 24.99 |
| (6) | Depreciation and amortization expense | — | — | — |
| (7) | Other expenses | 22 | 414.20 | 146519.80 |
| | Total Expenses | | 781.72 | 146544.79 |
| III | Profit before exceptional and extraordinary items and tax | | -781.72 | -146544.79 |
| IV | Exceptional Items | — | 0.00 | 0.00 |
| V | Profit before extraordinary items and tax | | -781.72 | -146544.79 |
| VI | Extraordinary Items | — | 0.00 | 0.00 |
| VII | Profit before tax | | -781.72 | -146544.79 |
| VIII | Tax expense: | | | |
| (1) | Current tax | | 0.00 | 0.00 |
| (2) | Deferred tax | | 0.00 | 0.00 |
| (3) | MAT Credit Entitlement | | — | — |
| IX | Profit/(Loss) for the period from Continuing Operations(VII-VIII) | | -781.72 | -146544.79 |
| X. | Profit/(Loss) from discontinuing Operations | — | 0.00 | 0.00 |
| XI. | Tax expense of discontinuing Operations | — | 0.00 | 0.00 |
| XII. | Profit/Loss from discontinuing Operations (after tax) (X-XI) | | 0.00 | 0.00 |
| XIII. | Profit/Loss for the period (IX+XII) | | -781.72 | -146544.79 |
| XIV | Earning per equity share: | | | |
| (1) | Basic | | 0.00 | -0.31 |
| (2) | Diluted | | 0.00 | -0.31 |


Notes 1 to 23 form part of the Accounts


As per our report of even date

For Spynox Consortium Limited

For Dani & Co.
Chartered Accountants
FRN : 005580C


[Sanjay Kumar Jain]
Director
DIN 08635324


[Deepak Kumar Jain]
Director For SPYNOX CONSORTIUM LIMITED
DIN : 08070362


[Mahendra Dani]
Proprietor

(AUTHORISED SIGNATORY) M.No. 074312
UDIN : 23074312BGZIUM1088

Place: Jaipur
Date : 05.09.2023

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SPYNOX CONSORTIUM LIMITED
Balance Sheet as on 31st March 2023


| | | (Amount in Rs '00) | | |
|-------------|--|--------------------|------------------------|------------------------|
| Particulars | | Note No | As at 31st March, 2023 | As at 31st March, 2022 |
| I. | EQUITY AND LIABILITIES | | | |
| (1) | Shareholder's Funds | | | |
| (a) | Share Capital | 1 | 48000.00 | 48000.00 |
| (b) | Reserves and Surplus | 2 | -47164.86 | -46383.14 |
| (c) | Money received against share warrants | - | - | - |
| (2) | Share application money pending allotment | - | - | - |
| (3) | Non-Current Liabilities | | | |
| (a) | Long-term borrowings | - | - | - |
| (b) | Deferred tax liabilities (Net) | 3 | 0.00 | 0.00 |
| (c) | Other Long term liabilities | - | - | - |
| (d) | Long term provisions | - | - | - |
| (4) | Current Liabilities | | | |
| (a) | Short-term borrowings | 4 | 2750.00 | 0.00 |
| (b) | Trade payables | 5 | | |
| | (A) total outstanding dues of micro enterprises and small enterprises and | 5(i) | 0.00 | 0.00 |
| | (B) total outstanding dues of creditors other than micro enterprises and small enterprises | 5(ii) | 129.80 | 339.80 |
| (c) | Other current liabilities | 6 | 0.00 | 1800.00 |
| (d) | Short-term provisions | 7 | 0.00 | 0.00 |
| | Total | | 3714.94 | 3756.66 |
| II. | Assets | | | |
| (1) | Non-current assets | | | |
| (a) | Property, Plant and Equipments & Intangible Assets | | | |
| (i) | Property, Plant and Equipments | - | - | - |
| (ii) | Intangible assets | - | - | - |
| (iii) | Capital work-in-progress | - | - | - |
| (iv) | Intangible assets under development | - | - | - |
| (b) | Non-current investments | 8 | 1141.27 | 1141.27 |
| (c) | Deferred tax assets (net) | 9 | 0.00 | 0.00 |
| (d) | Long term loans and advances | 10 | 0.00 | 0.00 |
| (e) | Other non-current assets | - | - | - |
| (2) | Current assets | | | |
| (a) | Current investments | - | - | - |
| (b) | Inventories | 11 | 0.00 | 0.00 |
| (c) | Trade receivables | 12 | - | - |
| | (A) Undisputed Trade Receivables | 12(i) | 0.00 | 0.00 |
| | (B) Disputed Trade Receivable | 12(ii) | 0.00 | 0.00 |
| (d) | Cash and cash equivalents | 13 | 773.67 | 815.39 |
| (e) | Short-term loans and advances | 14 | 0.00 | 0.00 |
| (f) | Other current assets | 15 | 1000.00 | 1800.00 |
| | Total | | 3714.94 | 3756.66 |

Notes 1 to 23 form part of the Accounts


As per our report of even date

For Spynox Consortium Limited

For Dani & Co.
Chartered Accountants
FIRN : 005580C


[Sanjay Kumar Jain]
Director
DIN : 08635324


[Deepak Kumar Jain]
Director
DIN : 08070362


[Mahendra Dani]
Proprietor
M.No. 074312
UDIN : 23074312BGZIUM1088

Place: Jaipur
Date : 05.09.2023

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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March 2023

| Note No | Particulars | (Amount in Rs '00) | | | |
|---|--|------------------------|------------------|------------------------|------------------|
| | | As at 31st March, 2023 | | As at 31st March, 2022 | |
| 1 | Share Capital | | | | |
| 1.1 | Authorised Share Capital 500000 Equity Share of Rs. 10 Each | | 50000.00 | | 50000.00 |
| 1.2 | Issued Capital 480000 Equity Share of Rs. 10 Each | | 48000.00 | | 48000.00 |
| | | | 48000.00 | | 48000.00 |
| 1.3 | Subscribed and Fully paid up Capital 480000 Equity Share of Rs. 10 Each | | 48000.00 | | 48000.00 |
| | | | 48000.00 | | 48000.00 |
| 1.4 | Subscribed but not Fully paid up Capital | | NIL | | NIL |
| 1.5 | Reconciliation of the Number of Shares Outstandings Particulars | | No. of Shares | | No. of Shares |
| | Number of Shares at the beginning of the year | | 480000 | | 480000 |
| | Add: Number of Shares Issued during the year | | - | | - |
| | Number of Shares at the end of the year | | 480000 | | 480000 |
| 1.6 | Shares held by holding/ultimate holding company and/or their subsidiary/associates There is no such company | No. of Shares | Amount | No. of Shares | Amount |
| | | 0 | 0.00 | 0 | 0.00 |
| 1.7 | Aggregated number of bonus shares issued, share issued for consideration other than cash and shares bought back during the period of five year immediately preceding the reporting date. | No. of Shares | Amount | No. of Shares | Amount |
| | | 0 | 0.00 | 0 | 0.00 |
| 1.8 | Details of the Shareholders holding more than 5% in the company at the end of year Name of Shareholder | No. of Shares | % Hold | No. of Shares | % Hold |
| | Praveen Jain | 25000 | 5.21 | 25000 | 5.21 |
| 1.9 | Shareholding of the promoters in the company is set as below | | | | |
| | | Praveen Jain | Vijay Kumar Jain | Praveen Jain | Vijay Kumar Jain |
| | No. of shares | 25000 | 22350 | 25000 | 22350 |
| | % of total shares | 5.21 | 4.66 | 5.21 | 4.66 |
| | % Change during the year | 0 | 0.0 | 0 | 0.0 |
| The Company has only one class of shares referred to as equity shares having a par value of Rs. 10/-. Each holder of equity share is entitled to one vote per share. In the event of liquidation of the company, the holder of equity share will be entitled to receive remaining assets of the company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders. | | | | | |
| 2 | Reserve & Surplus | | | | |
| | Profit & Loss Account | | | | |
| | Opening Balance at the beginning of the year | | -46383.14 | | 100161.65 |
| | Add : Net Profit After Tax Transferred from Statement of Profit & Loss | | -781.72 | | -146544.79 |
| | Amount Available for Appropriations | | -47164.86 | | -46383.14 |
| | Less : Appropriation | | -47164.86 | | -46383.14 |
| | Closing Balance at the end of the year | | | | |
| 3 | Deferred Tax Liabilities | | | | |
| | Op. Bal. | | 0.00 | | 0.00 |
| | Add : Adjustment (+/-) during the year | | 0.00 | | 0.00 |
| | Cl. Bal. | | 0.00 | | 0.00 |

For SPYNOX CONSORTIUM LIMITED
(Signature)
(AUTHORISED SIGNATORY)

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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March 2023

(Amount in Rs '00)

| Note No | Particulars | As at 31st March, 2023 | | As at 31st March, 2022 | |
|---|-------------|------------------------|---------|------------------------|---------|
| 4 Short Term Borrowings | | | | | |
| 4.1 Loans and advances from related parties | | | 0.00 | | 0.00 |
| a) Secured Loan | | | | | |
| b) Unsecured Loan | | | | | |
| - From Related Parties | | | | | |
| Repayable on Demand | | | 2750.00 | | 0.00 |
| * Directors & Director's Relatives | | | 2750.00 | | 0.00 |
| | | | | | |
| 5 Trade Payables | | | | | |
| 5(i) MSME | | | 0.00 | | 0.00 |
| (i) Unbilled | | | 0.00 | | 0.00 |
| (ii) Not Due | | | | | |
| (iii) Outstanding for : | | | | | |
| Less than 1 years | 0.00 | | 0.00 | | |
| 1-2 years | 0.00 | | 0.00 | | |
| 2-3 years | 0.00 | | 0.00 | | |
| More than 3 year | 0.00 | 0.00 | 0.00 | | 0.00 |
| Disputed Dues -MSME | | | 0.00 | | 0.00 |
| 5(ii) Others | | | | | |
| (i) Unbilled | | | 0.00 | | 0.00 |
| (ii) Not Due | | | 0.00 | | 0.00 |
| (iii) Outstanding for : | | | | | |
| Less than 1 years | 129.80 | | 339.80 | | |
| 1-2 years | 0.00 | | 0.00 | | |
| 2-3 years | 0.00 | | 0.00 | | |
| More than 3 year | 0.00 | 129.80 | 0.00 | | 339.80 |
| Dispute Dues -Others | | | 0.00 | | 0.00 |
| | | | 129.8 | | 339.80 |
| | | | | | |
| 6 Other Current Liabilities | | | | | |
| 6.1 Advance From Customers | | | 0.00 | | 0.00 |
| 6.2 Statutory Remittances | | | 0.00 | | 1800.00 |
| 6.3 Outstanding Liabilities | | | 0.00 | | 0.00 |
| | | | 0.00 | | 1000.00 |
| | | | | | |
| 7 Short-Term Provisions | | | | | |
| Provision for Taxation | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| | | | | | |
| 8 Non Current Investment | | | | | |
| Shares in Indian Companies (At Cost) | | | 200.00 | | 200.00 |
| Investment in Time Share | | | 941.27 | | 941.27 |
| | | | 1141.27 | | 1141.27 |
| | | | | | |
| 9 Deferred Tax Assets | | | | | |
| Op. Bal. | | | 0.00 | | 0.00 |
| Add : Adjustment (+/-) during the year | | | 0.00 | | 0.00 |
| Cl. Bal. | | | 0.00 | | 0.00 |
| | | | | | |
| 10 Long Term Loan and Advances | | | | | |
| Loan (Secured, Considered Goods) | | | - | | - |
| Loan (Unsecured, Considered Goods) | | | - | | - |
| Advances :- | | | | | |
| - Advances for Capital Assets | | | 0.00 | | 0.00 |
| - Advance for Project | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |


 For SPYNOX CONSORTIUM LIMITED
 (AUTHORISED SIGNATORY)

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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March 2023

(Amount in Rs '00)

| Note No | Particulars | As at 31st March, 2023 | | As at 31st March, 2022 | |
|-----------|---|------------------------|---------|------------------------|---------|
| 11 | Inventories | | | | |
| | Raw Materials | | 0.00 | | 0.00 |
| | Stock-in-Process | | 0.00 | | 0.00 |
| | Finished Goods | | 0.00 | | 0.00 |
| | Stores, Chemicals and Packing Materials | | - | | - |
| | Stock in trade (In respect of goods acquired for trading) | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| 12 | Trade Receivables | | | | |
| 12(i)(a) | (Undisputed Considered Good) | | | | |
| | Less than 6 Months | 0.00 | | 0.00 | |
| | 6 Month to 1 year | 0.00 | | 0.00 | |
| | 1 year to 2 year | 0.00 | | 0.00 | |
| | 2 year to 3 year | 0.00 | | 0.00 | |
| | More than 3 year | 0.00 | 0.00 | 0.00 | 0.00 |
| 12(i)(b) | (Undisputed Considered doubtful) | | | | |
| | Less than 6 Months | 0.00 | | 0.00 | |
| | 6 Month to 1 year | 0.00 | | 0.00 | |
| | 1 year to 2 year | 0.00 | | 0.00 | |
| | 2 year to 3 year | 0.00 | | 0.00 | |
| | More than 3 year | 0.00 | 0.00 | 0.00 | 0.00 |
| 12(ii)(a) | (Disputed Considered Goods) | | | | |
| | Less than 6 Months | 0.00 | | 0.00 | |
| | 6 Month to 1 year | 0.00 | | 0.00 | |
| | 1 year to 2 year | 0.00 | | 0.00 | |
| | 2 year to 3 year | 0.00 | | 0.00 | |
| | More than 3 year | 0.00 | 0.00 | 0.00 | 0.00 |
| 12(ii)(b) | (Disputed considered doubtful) | | | | |
| | Less than 6 Months | 0.00 | | 0.00 | |
| | 6 Month to 1 year | 0.00 | | 0.00 | |
| | 1 year to 2 year | 0.00 | | 0.00 | |
| | 2 year to 3 year | 0.00 | | 0.00 | |
| | More than 3 year | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | 0.00 | | 0.00 |
| 13 | Cash & Cash Equivalents | | | | |
| | Cash in Hand | 211.71 | | 323.71 | |
| | Balance with banks | 561.96 | 773.67 | 491.68 | 815.39 |
| | | | 773.67 | | 815.39 |
| 14 | Short Term Loan and Advances | | | | |
| | Loan (Secured, Considered Goods) | | - | | - |
| | Loan (Unsecured, Considered Goods) | | - | | - |
| | Deposits | | 0.00 | | 0.00 |
| | Advances :- | | | | |
| | - Balances with Statutory Authorities | 0.00 | | 0.00 | |
| | - Advance to Supplier | 0.00 | | 0.00 | |
| | - Inter Corporate Deposit | 0.00 | | 0.00 | |
| | - Others | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | 0.00 | | 0.00 |
| 15 | Other Current Assots | | | | |
| | TDS Recoverable | | 1800.00 | | 1800.00 |
| | Interest Receivable | | 0.00 | | 0.00 |
| | | | 1800.00 | | 1800.00 |
| 16 | Revenue from operations | | | | |
| | Sale | | 0.00 | | 0.00 |
| | Job Work Income | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)



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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March 2023

(Amount in Rs '00)

| Note No | Particulars | As at 31st March, 2023 | | As at 31st March, 2022 | |
|---------|---|------------------------|--------|------------------------|-----------|
| | | | | | |
| 17 | Non-operating Income | | 0.00 | | 0.00 |
| | Interest Income | | 0.00 | | 0.00 |
| | Misc Receipt | | 0.00 | | 0.00 |
| 18 | Cost of Materials Consumed | | 0.00 | | 0.00 |
| | Opening Stock of Raw Material | | 0.00 | | 0.00 |
| | Add: Purchases of Raw Material during the year | | 0.00 | | 0.00 |
| | Less: Closing Stock of Raw Material | | 0.00 | | 0.00 |
| 19 | Changes in Inventories of Finished Goods, Work-In-Progress and Stock-in-Trade | | | | |
| | Inventories (At Commencement) | 0.00 | | 0.00 | |
| | Finished Goods/Work-in-process | 0.00 | 0.00 | 0.00 | 0.00 |
| | Stock in trade | | | | |
| | Inventories (At close) | 0.00 | | 0.00 | |
| | Finished Goods/Work-in-process | 0.00 | 0.00 | 0.00 | 0.00 |
| | Stock In Trade | | 0.00 | | 0.00 |
| | Increase/Decrease in Stock | | | | |
| 20 | Employee Benefit Expense | | 0.00 | | 0.00 |
| | Salary & Establishment Exps. | | 0.00 | | 0.00 |
| | Wages | | 0.00 | | 0.00 |
| 21 | Financial Costs | | 16.52 | | 24.99 |
| | Bank Charges | | 351.00 | | 0.00 |
| | Interest Expenses | | 367.52 | | 24.99 |
| 22 | Other Expenses | | | | |
| 22.1 | Direct Expenses | | 0.00 | | 0.00 |
| | Job Charges Paid | | | | |
| 22.2 | Administrative Expenses: | | | | |
| | Auditor's Remuneration: | | | | |
| | — For Audit Fee | 59.00 | | 59.00 | |
| | — For Taxation Matters | 0.00 | | 0.00 | |
| | — For Company Law Matters | 0.00 | | 0.00 | |
| | — For Other Services | 0.00 | 59.00 | 0.00 | 59.00 |
| | Accounting Charges | 0.00 | | 0.00 | |
| | Baddebts w/off | 0.00 | | 146000.00 | |
| | Consultancy Charges | 0.00 | | 0.00 | |
| | Conveyance Exp. | 0.00 | | 0.00 | |
| | Filing Fee | 72.00 | | 30.00 | |
| | Festival Exp. | 0.00 | | 0.00 | |
| | Membership Fee | 0.00 | | 0.00 | |
| | Legal Exp. | 0.00 | | 0.00 | |
| | Rate, Tax, Duty, Cess, etc. | 0.00 | | 0.00 | |
| | Rebate & Discount | 0.00 | | 0.00 | |
| | Rent | 283.20 | | 430.80 | |
| | Staff Welfare Exp. | 0.00 | | 0.00 | |
| | Telephone Exp. | 0.00 | | 0.00 | |
| | Travelling Exp. | 0.00 | 355.20 | 0.00 | 146460.80 |
| | | | 414.20 | | 146519.80 |

For SPYNOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

SPYNOX CONSORTIUM LIMITED

Notes on Accounts for the year ended 31st March, 2023

23. NOTES ON ACCOUNTS & SIGNIFICANT ACCOUNTING POLICIES

23.8 Disclosure as per ICDS :-

| | |
|---|--|
| ICDS-I Accounting Policies | The Financial Statement are prepared under the historical cost convention, on a going concern basis and in accordance with generally accepted accounting principles in India. These financial statements comply in all material respects with accounting standards. Accounting policies have been consistently applied except where a newly issued accounting standard is initially adopted or a revision to an existing accounting standards require a change in the accounting policy hitherto in use. |
| ICDS-II Valuation of Inventories | Not Applicable |
| ICDS-III Construction Contracts | Not Applicable |
| ICDS-IV Revenue Recognition | The Company recognises its revenue from sale of goods when all the significant risk and rewards of ownership of the goods have been passed to the buyer. The revenue from services is recognized on percentage completion method. |
| ICDS-V Tangible Fixed Assets | Not Applicable |
| ICDS-VI Change in Foreign Exchange Rates | Not Applicable |
| ICDS-VII Governments Grant | Not Applicable |
| ICDS-VIII Securities | Not Applicable |
| ICDS-IX Borrowing Cost | Interest and other borrowing cost attributable to the specific/qualifying assets are capitalized. Other borrowing cost are recognized as an item of expenses in accordance with the provision of the Income Tax Act, 1961. |
| ICDS-X Provisions, Contingent Liabilities and Contingent Assets | Provision is recognised when there exists a present obligation as a result of past events with reasonable certainty of an outflow of resources embodying economic benefits will be required to settle the obligation and when a reasonable estimate of amount of obligation can be made. Contingent liabilities are not recognized. Contingent assets are not recognized until and unless it becomes reasonably certain that inflow of economic benefit will arise therefrom. |

Notes 1 to 23 form part of the Accounts

For Spynox Consortium Limited

[Signature]
[Sandeep Kumar Jain]
Director
DIN : 08635324

[Signature]
[Deepak Kumar Jain]
Director
DIN : 08070352

Place : Jaipur.
Date : 05.09.2023

As per our Report of even date

For Dant & Co.
Chartered Accountants
FRTN : 005580C

[Signature]
[Mahendra Dant]
Proprietor
M.No. 074312

UDIN : 23C74312BGZUM1088

For SPYNOX CONSORTIUM LIMITED
[Signature]
(AUTHORISED SIGNATORY)

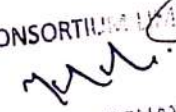
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SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March, 2023

23. NOTES ON ACCOUNTS & SIGNIFICANT ACCOUNTING POLICIES


- 23.1 The financial statements are prepared under the historical cost convention on an accrual basis and are in accordance with requirements of the Companies Act, 2013.
- 23.2 Estimate amount of contracts remaining to be executed on capital account and not provided for : NIL
- 23.3 Information with regard to licensed capacity, installed capacity etc. is not applicable as the company is not engaged in manufacturing activity.
- 23.4 Previous year's figures have been regrouped and rearranged wherever deemed necessary.
- 23.5 Dues to the Micro and Small Enterprises falling under MSMED Act, 2006 have been shown as identified by the management on the basis of information collected by the management.
- 23.6 Related Party Transactions :

| Particulars | (Amount in Rs '00) | |
|--|-------------------------------|-------------------------------|
| | For the year ended 31.03.2023 | For the year ended 31.03.2022 |
| As per AS-18 on "Related Party Disclosures", related parties of the Company are disclosed below : (as compiled by the management and relied upon by the auditors) | | |
| A. List of Related Parties : | | |
| <u>Director & Director's Relatives</u> | | |
| Vikram Pralap Sharma | | |
| Deepak Kumar Jain | | |
| Sanjay Kumar Jain | | |
| B Transactions with Related Parties | | |
| (i) Unsecured Loan : - | | |
| Taken during the year : | | |
| Deepak Kumar Jain | 2750.00 | 2250.00 |
| Paid during the year : | | |
| Deepak Kumar Jain | 0.00 | 4000.00 |
| Payable at the year end : | | |
| Deepak Kumar Jain | 2750.00 | 0.00 |

For SPYNOX CONSORTIUM LIMITED

 (AUTHORISED SIGNATORY)

SPYNOX CONSORTIUM LIMITED
Notes on Accounts for the year ending 31st March, 2023
Notes on Accounts for the year ending 31st March, 2023

| Notes on Accounts for the year ended 31.03.2013 | | | | | | |
|---|---|----------------------------------|----------------------|---|--|---|
| Additional information pursuant to the Schedule III of the Companies Act, 2013 | | | | | | |
| 23.7.1 | Title deeds of Immovable Property not held in the name of the company | | | Whether title deed holder is a promotor, director or relative of Promotor director or employee of promoters/ director | Property held since which date | Reason for not being held in the name of company |
| | Relevant line items in the Balance sheets | Descriptions of Item of property | Gross carrying Value | Title deeds of immovable Property not held in name of the Company | | |
| | | | | NIL | | |
| 23.7.2 Revaluation of the property, plant and Equipments | | | | | | |
| The company has not revalued any of its Property, Plant and Equipments during the reporting period | | | | | | |
| 23.7.3 Loans or Advances in the nature of loans granted to Promoters, Directors, KMP and the Related Parties | | | | | | |
| (a) Repayable on demand or (b) without specifying any terms or period of repayment | | | | | | |
| | Type of Borrower | | | | Amount of loan and Advance in the nature of Loan outstanding | Percentage to the total Loans and Advances in the nature of loans |
| | | | | | 0 | 0 |
| | Promoters | | | | 0 | 0 |
| | Directors | | | | 0 | 0 |
| | KMPs | | | | 0 | 0 |
| | Related Parties | | | | | |
| 23.7.4 Capital Work In Progress (CWIP) | | | | | | |
| There is no undergoing capital work in progress at the balance sheet date. | | | | | | |
| 23.7.5 Intangible assets under development : | | | | | | |
| There is no intangible asset under development at the balance sheet date. | | | | | | |
| 23.7.6 Benami Property | | | | | | |
| The company doesn't have any Benami Property in respect of which any proceeding has been initiated or pending against the company for holding any benami property under the benami transaction (Prohibition), Act, 1988 (45 of 1988) and the rules made thereunder. | | | | | | |
| 23.7.7 Reconciliation of quarterly returns or statements of current assets filed with banks or financial institutions for Working Capital Borrowings on the basis of Security of current assets | | | | | | |
| There are no borrowings from bank and financial institution on the basis of security of current assets. | | | | | | |
| 23.7.8 End use of the Fund from banks or financial institutions | | | | | | |
| There is no funding from banks or financial institutions. | | | | | | |
| 23.7.9 Willful Defaulter | | | | | | |
| The Company has not been declared as willful defaulter by any bank or financial institution or other lender. | | | | | | |
| 23.7.10 Relationship with Struck off Companies | | | | | | |
| The Company has no transactions with struck off companies under section 248 of the companies Act 2013 or section 560 of companies act, 1956. | | | | | | |
| 23.7.11 Registration of Charge or Satisfaction with Registrar of companies | | | | | | |
| No charge is pending beyond the statutory period which is yet to be registered. However, the charge created on 30.04.1997 with the charge amount of Rs. 150000/-, the charge created on 06.08.1999 which was later modified on 30.12.2000 with the charge amount of Rs. 800000/- and the charges created on 29.07.2002 which was later modified on 01.10.2004 with the charge amount of Rs. 1500000/- are still pending for satisfaction. | | | | | | |
| 23.7.12 Compliance with number of layers of companies | | | | | | |
| The Company has no subsidiary company. | | | | | | |
| 23.7.13 Compliance with approved scheme(s) of Arrangements | | | | | | |
| No Scheme of Arrangements has been approved by the Competent Authority in terms of Sec. 230 to 237 of the Companies Act, 2013 | | | | | | |

For SPYNOX CONSORTIUM LIMITED

 (AUTHORISED SIGNATORY)

SPYNOX CONSORTIUM LIMITED
CASH FLOW STATEMENT
FOR THE YEAR ENDED ON 31 MARCH 2023

| Particulars | For the year ended 31 March 2023 (Amount in Rs. '00) | For the year ended 31 March 2022 (Amount in Rs. '00) |
|---|--|--|
| A CASH FLOW FROM OPERATING ACTIVITIES | | |
| NET PROFIT BEFORE TAX | -781.72 | -146544.79 |
| Adjustment for: | | |
| Depreciation & amortisation | 0.00 | 0.00 |
| Round Off | 0.00 | 0.00 |
| Interest Exp. | 351.00 | 0.00 |
| Interest income | 0.00 | 0.00 |
| Operating profit before working capital changes | -430.72 | -146544.79 |
| Adjustment for: | | |
| Increase/ Decrease in current liabilities | -2010.00 | -1559.20 |
| Increase/ Decrease in current Assets | 0.00 | -1800.00 |
| Cash flow from operations | -2440.72 | -149903.99 |
| Direct tax paid | 0.00 | 0.00 |
| NET CASH GENERATED FROM OPERATING ACTIVITIES | -2440.72 | -149903.99 |
| B CASH FLOW FROM INVESTING ACTIVITIES | | |
| Investment Purchased | 0.00 | 0.00 |
| Mutual Fund | 0.00 | 0.00 |
| Increase/ Decrease in Short Term loans & advances | 0.00 | 0.00 |
| Increase/Decrease in Long Term Loan and Advance | 0.00 | 150692.50 |
| Other Non Current Assets | 0.00 | 0.00 |
| Fixed assets including capital advances | 0.00 | 0.00 |
| Interest received | 0.00 | 0.00 |
| NET CASH FROM INVESTING ACTIVITIES | 0.00 | 150692.50 |
| C CASH FLOW FROM FINANCING ACTIVITIES | | |
| Increase in Equity share capital | 0.00 | 0.00 |
| Increase In share premium | 0.00 | 0.00 |
| Interest Paid | -351.00 | 0.00 |
| Decrease in share application money | 0.00 | 0.00 |
| Short term borrowings (net) | 2750.00 | -1750.00 |
| Long term borrowings (net) | 0.00 | 0.00 |
| NET CASH GENERATED FROM FINANCING ACTIVITIES | 2399.00 | -1750.00 |
| NET INCREASE IN CASH AND CASH EQUIVALENTS (A+B+C) | | -961.49 |
| CASH AND CASH EQUIVALENTS - OPENING BALANCE | 815.39 | 1776.88 |
| CASH AND CASH EQUIVALENTS - CLOSING BALANCE | 773.67 | 815.39 |
| CASH AND CASH EQUIVALENTS | 773.67 | 815.39 |

For SPYNOX CONSORTIUM LIMITED
815.39
773.67
(773.67)
AUTHORISED SIGNATORY



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Note :

- 1 The cash flow statement is prepared using the "indirect method" set out in Accounting Standard 3 "Cash Flow Statement" and presents the cash flows by operating, investing and financing activities of the company.
- 2 Cash & cash equivalents presented in the cash flow statement consist of cash in hand and unencumbered unencumbered highly liquid bank balances.

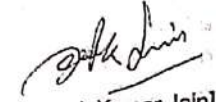
For M/s Spynox Consortium Pvt. Ltd.



[Sanjay Kumar Jain]

Director

DIN : 08635324



[Deepak Kumar Jain]

Director

DIN : 08070362

For Dani & Co.
Chartered Accountants

FRN : 005580C



[Mahendra Dani]

Proprietor

M.No. : 074312

UDIN : 23074312BGZIUM1088

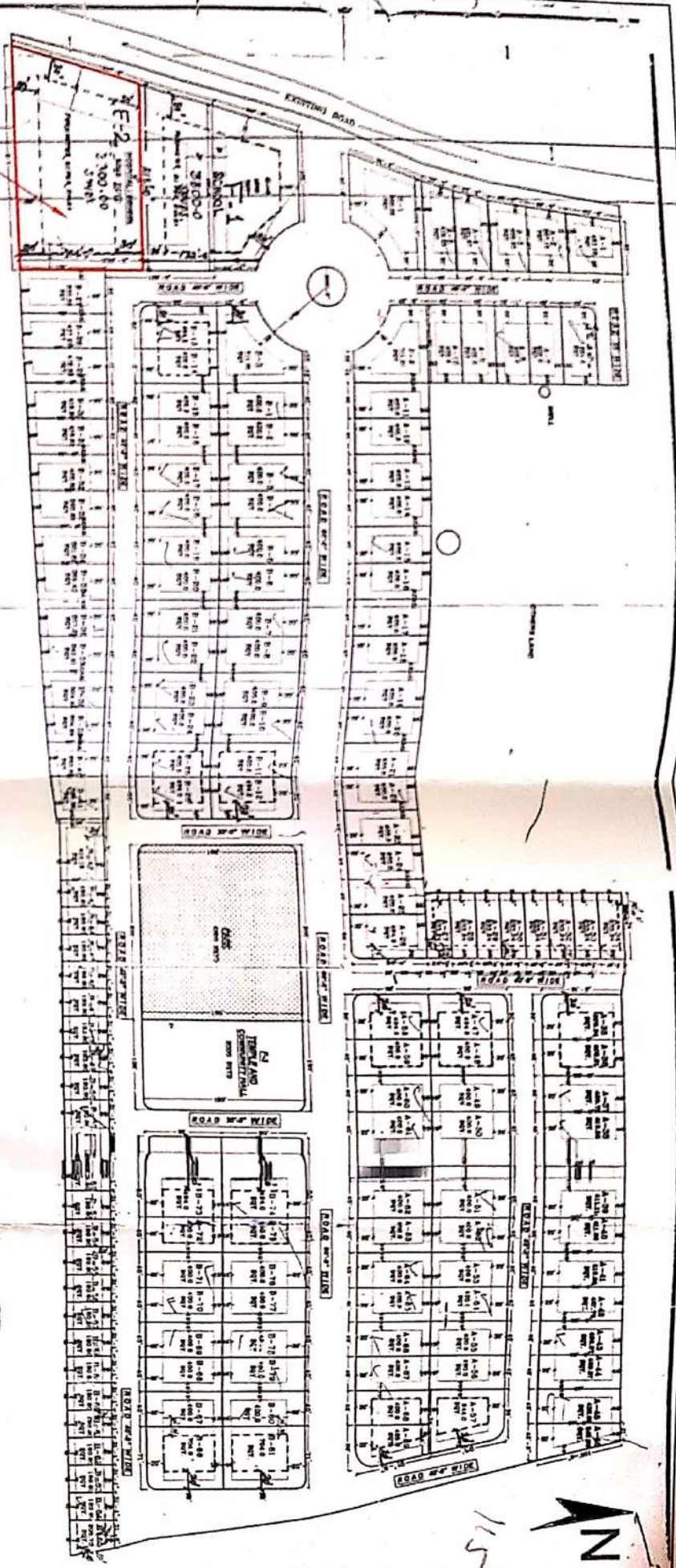
Place : Jaipur

Dated : 05.09.2023

For SPYNOX CONSORTIUM LIMITED



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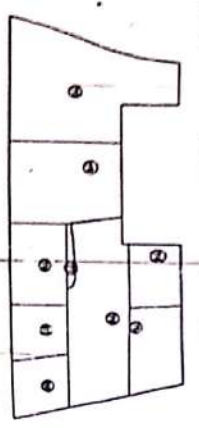
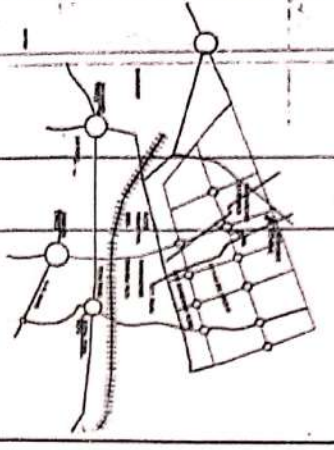


PROPOSED LAND FOR HOSPITAL

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LOCATION KEY PLAN

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KHASARA NO. (70, 74, 75, 76, 77, 78, 79, 87, 88.)

| NO. | AREA (SQ. FT.) | AREA (SQ. M.) | PERCENTAGE | REMARKS |
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| 1 | 10000 | 929 | 100% | |
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| 98 | 10000 | 929 | 100% | |
| 99 | 10000 | 929 | 100% | |
| 100 | 10000 | 929 | 100% | |

DEMARCATON PLAN

SCALE: 1"=50'-0"

PROMOTERS/DEVELOPERS

SPYNOX CONSORTIUM LIMITED

D-1 WALIYAH WANGI, C-SIDE, JAWA

PH: 365374, 361894, 364045

FOR AUTHORIZED SIGNATURE

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PEARL REGALIA TOWNSHIP

AT GRAM MOJAN PURA, TERESIL, SANGKOR

DIST. JAWA

NET SCHEME AREA 6000 M² 6000 M² 6000 M²

NET SCHEME AREA 6000 M² 6000 M² 6000 M²

NET SCHEME AREA 6000 M² 6000 M² 6000 M²

116 - 73

PROJECT REPORT

Address of the Proposed Hospital AT F 2 -PEARL REGALIA VILL
MOHANPURA Tehsil Sanganer, District Jaipur, Jaipur
(Rajasthan)

For SPYNOX CONSORTIUM LIMITED


(AUTHORISED SIGNATORY)

11574

Medical Industry Overview

the vast expanse of Rajasthan, where the vibrant hues of culture blend with the arid landscapes, lies a healthcare narrative that mirrors the broader challenges faced by India. In the pursuit of 'Realizing India,' a cohort from the Indian School of Development Management (ISDM), including myself, delved into the heart of Alwar to unearth the ground realities of the healthcare system. This exploration goes beyond statistics, uncovering the lived experiences that underline the existing disparities in healthcare accessibility.

Insights into Rajasthan's Healthcare Reality

As we embark on this journey through the corridors of Rajasthan's healthcare system, expect to unravel more than just statistics and figures. The upcoming sections delve into the poignant stories that breathe life into the healthcare conundrum faced by the people of Alwar. From the challenges of an elderly woman seeking medical attention to the struggles of children with mental disabilities and the perilous journeys of pregnant women, this blog navigates through the heart-wrenching realities that statistics often fail to capture.

For COMMOX CONSORTIUM LIMITED

(AUTHORISED SIGNATORY)

112 75

Perception vs. Reality: Rajasthan's Healthcare Dilemma

Rajasthan, with its majestic palaces, rich heritage, and vibrant culture, often paints a picture of grandeur. However, beneath this tapestry of beauty lies a stark contrast—a healthcare system grappling with accessibility and quality. The commonly held perception of Rajasthan as a cultural gem clashes with the reality faced by its residents, especially in remote areas like Alwar. By unraveling this incongruity, we aim to bridge the gap between the perceived and lived experiences of healthcare in this region.

The Urban Conundrum: Quality vs. Proximity

The urban-centric nature of **healthcare services in India** sets the stage for a complex narrative. In many towns, including my own, the proximity of medical facilities often comes at the cost of compromised quality. District hospitals, while financially accessible, raise concerns about the standard of healthcare provided. However, for those residing in rural landscapes, the challenges are exponentially magnified. Drawing from personal experiences in a West Bengal village, where the closest medical help was over 30 kilometers away, the stark reality emerges - basic healthcare becomes a costly and distant luxury.

FOR CYNOX CONSORTIUM LIMITED

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Page No. 3 of 12



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India's Healthcare Quandary: A Question of Quality and Access

A critical metric for assessing a nation's development is the accessibility and quality of its healthcare. Unfortunately, India lags in this aspect, with only 20 doctors and nine hospital beds available per 10,000 people. To dissect these challenges at the grassroots level, our ISDM cohort embarked on a journey to Alwar, Rajasthan, a region that has witnessed incremental improvements in public health services over the last decade. Despite progress, the current infrastructure remains insufficient for the needs of the population.

INCREASING INVESTMENTS

The education market in India is expected to amount to US\$ 225 billion by FY25.

*From April 2000-June 2022, FDI equity inflows stood at US\$ 7.92 billion.

*Indian edtech startups have received total investment of US\$ 3.94 billion across 155 deals in FY22.

*In June 2022, edtech platform PhysicsWallah became India's 101st unicorn by raising US\$ 100 million in a Series-A funding round from WestBridge Capital and GSV Ventures, valuing the company at US\$ 1.1 billion.

1. Basic Information:

| | |
|---|---|
| Name of the Company | Spynox Consortium Ltd . |
| Constitution | Limited Company |
| Registered Office/Corporate office | 501- 503 Pearl Excellency ,SB168 Bapu Nagar Jaipur |
| Location of the Senior Secondary School | <u>F 2 -PEARL REGALIA VILL MOHANPURA Tehsil Sanganer, District Jaipur, Jaipur (Rajasthan)</u> |

For SPYNOX CONSORTIUM LIMITED
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2. Location of the Hospital:

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MAP SHOWING PROPOSED HOSPITAL LAND LOCATION ON GOOGLE MAP
AT SCHEME:- " PEARL REGALIA " REVENUE VILLAGE - MOHANPURA , TEH.- SANGANER , JAIPUR
NOT TO SCALE



For SPVNOX CONSORTIUM LIMITED
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(AUTHORISED SIGNATORY)

12/80
3. Cost of the project & Means of Finance :

| Application of Funds | Amount (In Cr) |
|--|----------------|
| Land | 3.00 |
| Building Construction & Infrastructure | 23.25 |
| Electrification and Misc Cost | 1.35 |
| Conference Hall | 1.35 |
| Provision for Contingencies | 1.00. |
| Total | 30.0 |
| Sources of Funds | |
| Loan | - |
| Internal Sources | 30.0 |
| Total | 30.0 |

4. Brief Contractor Details:

| S. No. | Description of work | Contractors (Any one of these or equivalent) |
|--------|--|---|
| 1 | Construction of school building structural works, finishing work, flooring work as per approved BOQ. | M/s Bhivaram Pannalal kumawat/ Global Buildestate Projects (P) Limited /Sanchar Infra Tech Pvt Ltd. |
| 2 | Internal and external paint work as per approved boq and sample. | M/s Komal enterprises/ MNIC colour association/ Paliwal enterprises |
| 3 | Supplying and fixing Aluminium powder coated window as per approved design, drawing and sample. | M/s Imagination Aluminium works |
| 4 | Supplying, laying, testing and commissioning of Internal with cp/ sanitary works and External Plumbing work with rainwater harvesting as approved BOQ & Instruct by Architect/ Project Manager | M/s RAJ BUILDERS & CONTRACTOR / C.M.B. Sanitation /Praful Kumar Rout /Mohit Plumbing Services |
| 5 | Supplying, Installation, Testing & Commissioning of Electrical HT & LT works and Electrical HT Connection as per approved design and drawing. | M/s Tirupati Electricals/Shree Vinayak Electricals / S S POWER SYSTEMS/MM Consultant & Contractors |

For SPYNOX CONSORTIUM LIMITED
Page No. 8 of 12
(AUTHORISED SIGNATORY)



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5. Implementation schedule

| S.No. | Particulars | No. | Weeks |
|-------|-----------------------------------|-----|-------|
| 1 | Excavation | 2 | Weeks |
| 2 | Foundation work | 5 | Weeks |
| 3 | Plinth beam | 5 | Weeks |
| 4 | Ground floor slab roof | 5 | Weeks |
| 5 | First floor slab roof | 5 | Weeks |
| 6 | Brick/block Masonry works/Plaster | 8 | Weeks |
| 7 | Internal paint | 3 | Weeks |
| 8 | Door and window work | 4 | Weeks |
| 9 | External paint | 3 | Weeks |
| 10 | Flooring | 6 | Weeks |
| 11 | Outer development work | 4 | Weeks |
| 13 | Handover | 2 | Weeks |

6. Process flow chart

| S. No | Particulars |
|-------|-------------------|
| 1 | Excavation |
| 2 | Raft |
| 3 | Plinth |
| 4 | Stitching slab |
| 5 | G Floor slab |
| 6 | F Floor slab |
| 7 | Brick work |
| 8 | Plaster |
| 9 | Flooring |
| 10 | Door/window |
| 11 | Paint |
| 12 | Outer development |

For CONNOX CONSORTIUM LIMITED
mkil.
 (AUTHORISED SIGNATORY)

2. Shareholder & Director List

List of Directors

| S. No. | Name of Director | Designation | Address |
|--------|-------------------|-------------|--|
| 1. | Vijay Kumar Jain | Director | 501- 503 Pearl Excellency ,SB168 Bapu Nagar Jaipur |
| 2. | Praveen Jain | Director | 501- 503 Pearl Excellency ,SB168 Bapu Nagar Jaipur |
| 3. | Deepak Kumar Jain | Director | 501- 503 Pearl Excellency ,SB168 Bapu Nagar Jaipur |
| | Sanjay Kumar Jain | | 501- 503 Pearl Excellency ,SB168 Bapu Nagar Jaipur |

3. Brief Background of the group

COMPANY PROFILE

The company "**Pearl**" can be expressed by word "Teamwork". The journey started 30 years back not just to harness the opportunities in real estate market to fulfill existing demand but also to innovate and improvise on knowledge gained to create demand. Group's single point ideology to earn trust set the route to achievements. Over the years "Pearl" has become a synonymous with recognition, success and distinctive position in real estate industry of Rajasthan.

The group comprises of Engineers, Chartered Accountants, Lawyers, Architects, and Marketing professionals with an excellent track record and having a distinct ability to effectively and efficiently transform plans into reality.

The group has developed innovative products with a mission to bring qualitative as well as quantitative development of civic life with a vision of improving the life-style of the masses.

THE MENTORS

The Group is promoted by first generation Techno-entrepreneurs with a combined real estate experience of over 35 years.

For SPINBOX CONSORTIUM LIMITED
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(AUTHORISED SIGNATURE)

Page No. 5 of 12

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Ar. Vijay Jain, B.E. (Civil), IIA (Architecture), MICI, MIAEM. is a reputed Architect with three decades of rich experience, known for his accuracy in planning and fine detailing. He has created Pearl Brand of residential complexes and numerous other projects in Jaipur city.

Praveen Jain B.E. (Civil), entered in the real estate industry 30 years back, holds unmatched expertise in financial planning and marketing, skills which have given the group a new wave of enthusiasm and zeal towards working.

Besides, the Group has in house ability to plan and execute real estate projects, outsourcing specialized services from the most experienced and reliable professionals .

1. Area Statement of the Project:

| ACADEMIC SPACES | | | | |
|-----------------------------|---------------------|------------|-----|-------------------|
| S.No | Spaces | Area(Sq.m) | Qty | Total Area (Sq.m) |
| 1 | Wards | 48.00 | 22 | 1056.0 |
| 2 | ICU's | 100.00 | 5 | 500.00 |
| 3 | Labs | 120.00 | 5 | 600.00 |
| 4 | Auditorium | 600.0 | 1 | 600.00 |
| 5 | Reception & Waiting | 100.00 | 1 | 100.00 |
| 6 | OPD's | 300 | 1 | 300.00 |
| 7 | Diagnostic | 300 | 1 | 300.00 |
| 8 | Admin Area | 500 | 1 | 500 |
| 9 | Toilets | 40 | 5 | 200 |
| 10 | Misc Amenities | 200 | 1 | 400 |
| 11 | Circulation@20% | 750.00 | 1 | 750.00 |
| | Sub Total | | | 4830.00 |
| Plot Area – 3177.00 Sq. Mtr | | | | |

For CONVOX CONSORTIUM LIMITED

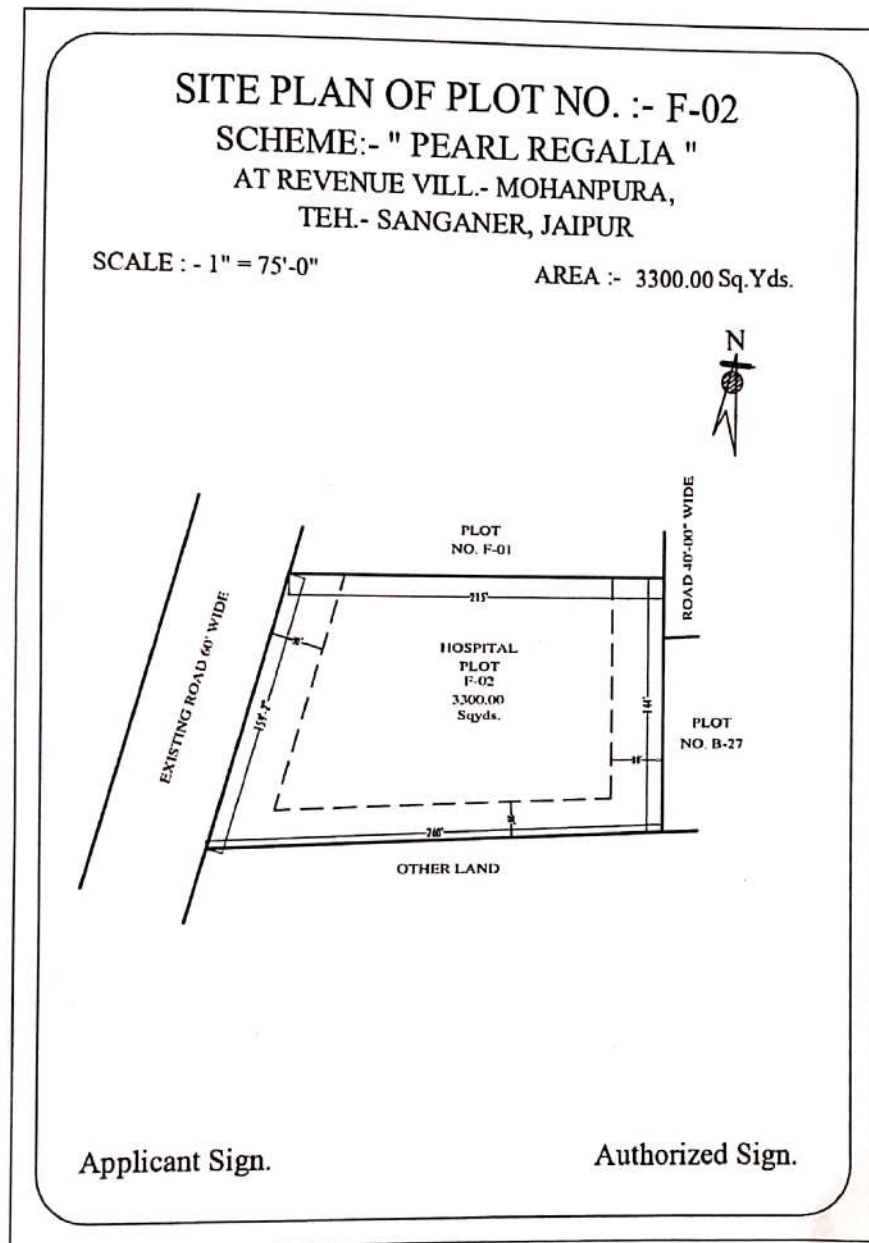
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Page No. 6 of 12



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Annexure
Site Plan of the project



FOR SENVINOX CONSORTIUM LIMITED
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128 83

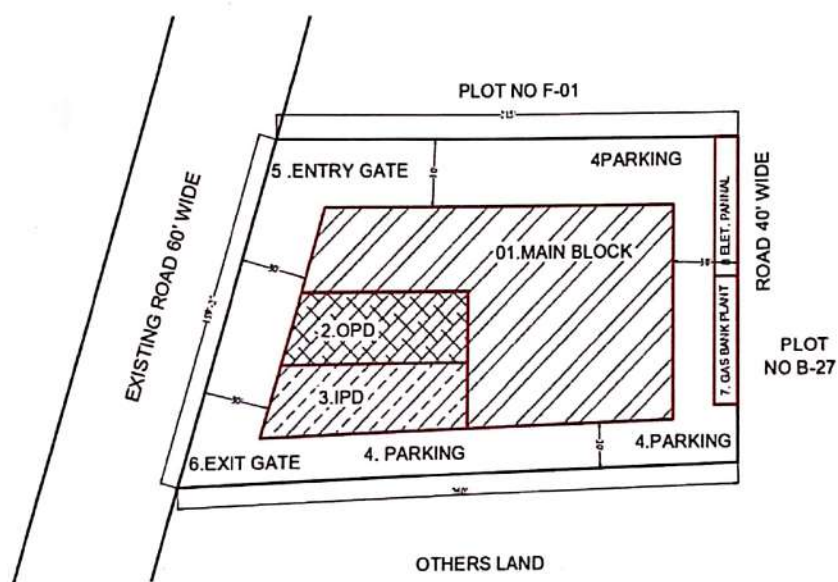
Annexure
Layout of the project

SITE PLAN OF HOSPITAL PLOT NO-F-02

SCHEME:- "PEARL REGALIA"
AT REVENUE VILL"- MOHANPURA
TEH :- SANGANER, JAIPUR

SCALE = 75"-0"

AREA:- 3800 Sq Yds



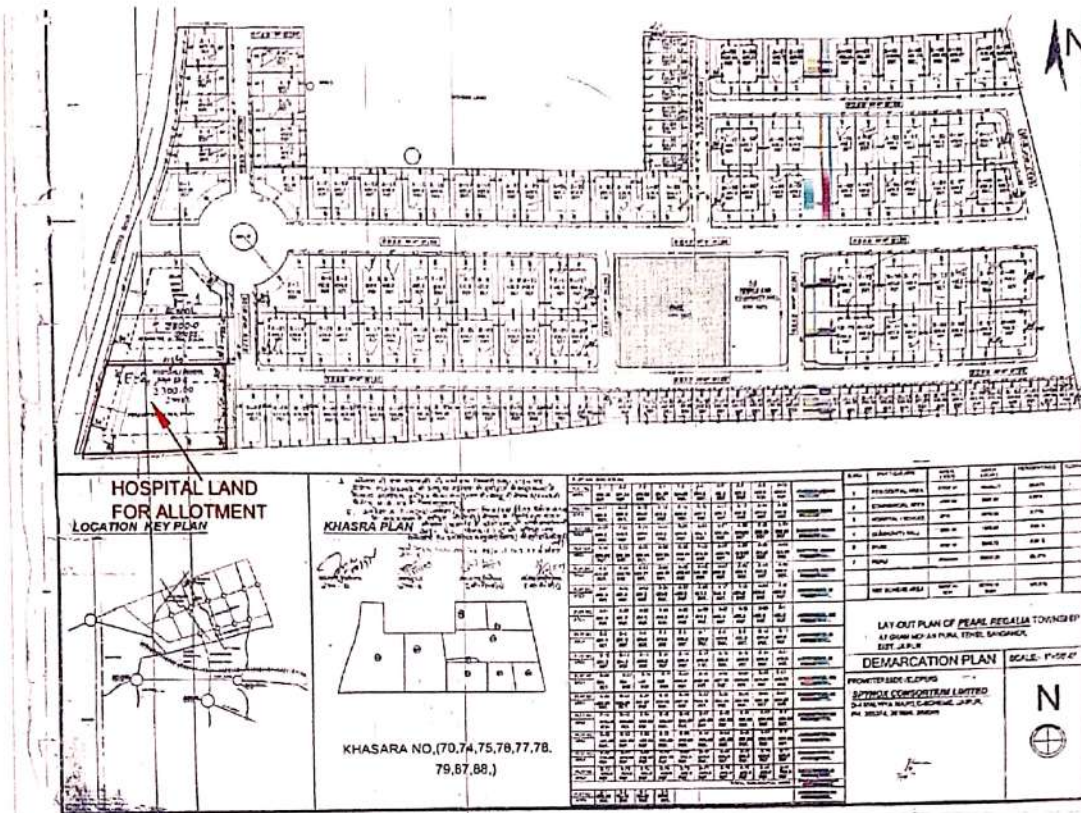
LEGEND :

1. MAIN BLOCK
2. OPD
3. IPC
4. PARKING
5. ENTRY GATE
6. EXIT GATE
7. GAS BANK
8. ELECT PANNAL ROOM

For ~~SYNOX~~ CONSORTIUM LIMITED
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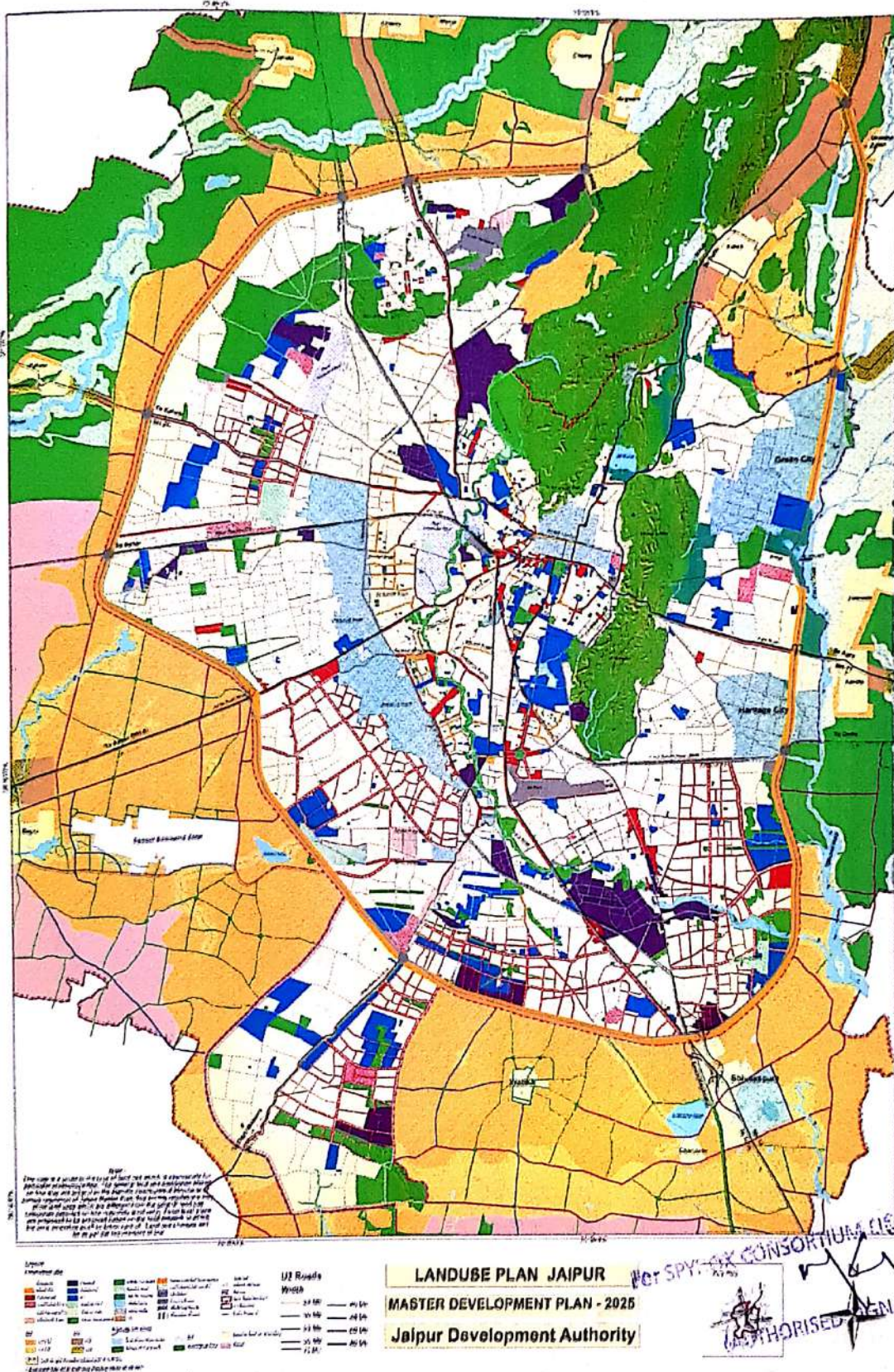
Annexure
Plot layout on Scheme map



Abstract

With the growth in population and rapid urbanization of Jaipur's peripheral areas in the last decade, the need for quality educational institutions for kids of eligible age has grown tremendously. After laying basic urban infrastructure such as roads, water supply and sewer these new urbanized areas are the new hub for growth in residential use. The new population of these areas would need schools in the vicinity to cut down on distance, travel time and holistic development of these areas.

Figure 1 Jaipur Master Plan-2025



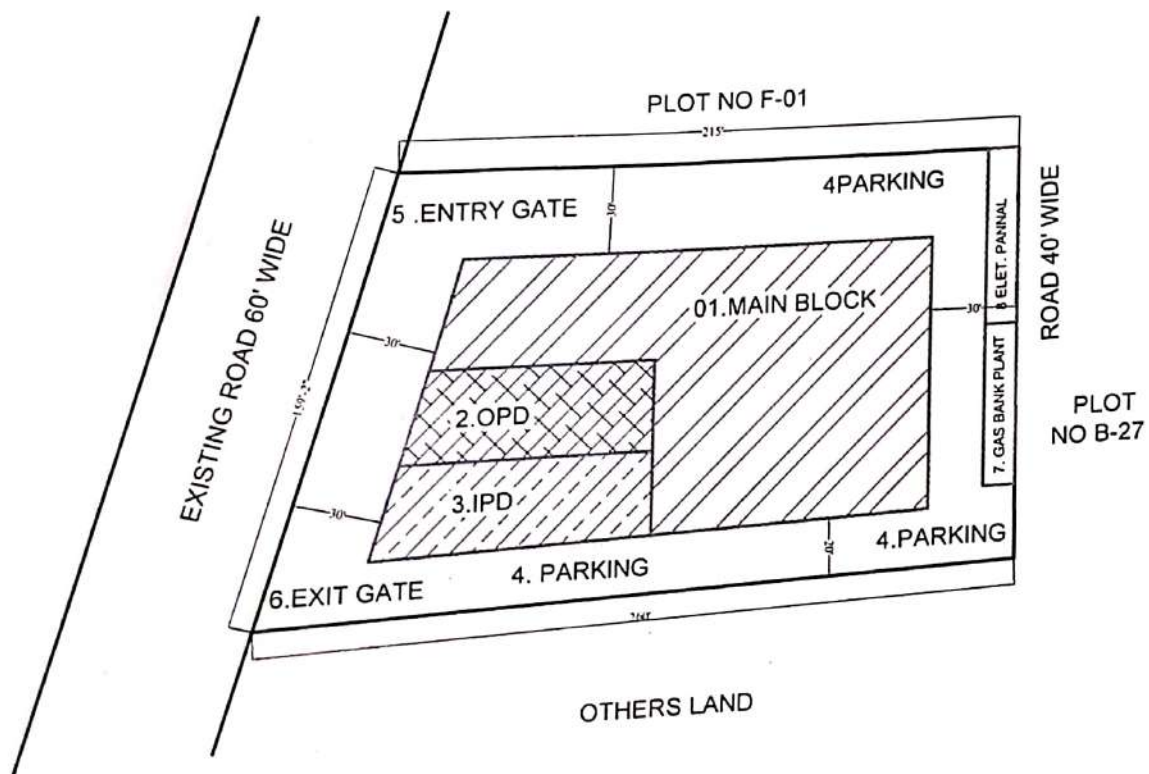
SITE PLAN OF HOSPITAL PLOT NO-F-02

SCHEME:- "PEARL REGALIA"
AT REVENUE VILL"- MOHANPURA

TEH :- SANGANER, JAIPUR

SCALE = 75"-0"

AREA:- 3800 Sq Yds



LEGEND :

1. MAIN BLOCK
2. OPD
3. IPC
4. PARKING
5. ENTRY GATE
6. EXIT GATE
7. GAS BANK
8. ELECT PANNAL ROOM

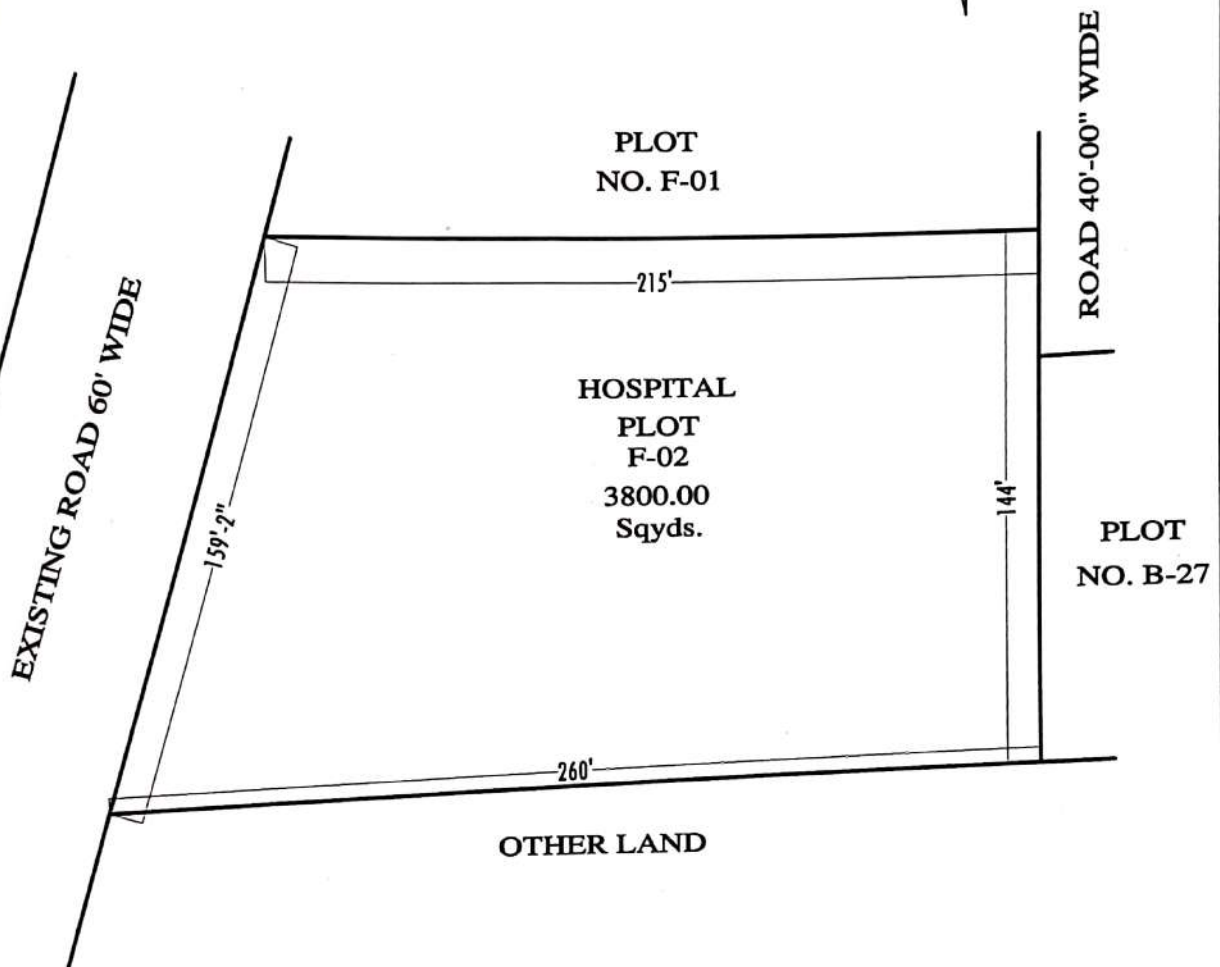
For SPINOX CONSORTIUM LIMITED
M. K. L.
(AUTHORISED SIGNATORY)

SITE PLAN OF PLOT NO. :- F-02
SCHEME:- " PEARL REGALIA "
AT REVENUE VILL.- MOHANPURA,
TEH.- SANGANER, JAIPUR

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SCALE :- 1" = 50'-0"

AREA :- 3800.00 Sq.Yds.



For SPYNOX CONSORTIUM LIMITED

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(AUTHORISED SIGNATORY)

Authorized Sign.

MAP SHOWING PROPOSED HOSPITAL LAND LOCATION ON GOOGLE MAP
AT SCHEME:- " PEARL REGALIA " REVENUE VILLAGE - MOHANPURA , TEH.- SANGANER , JAIPUR
NOT TO SCALE

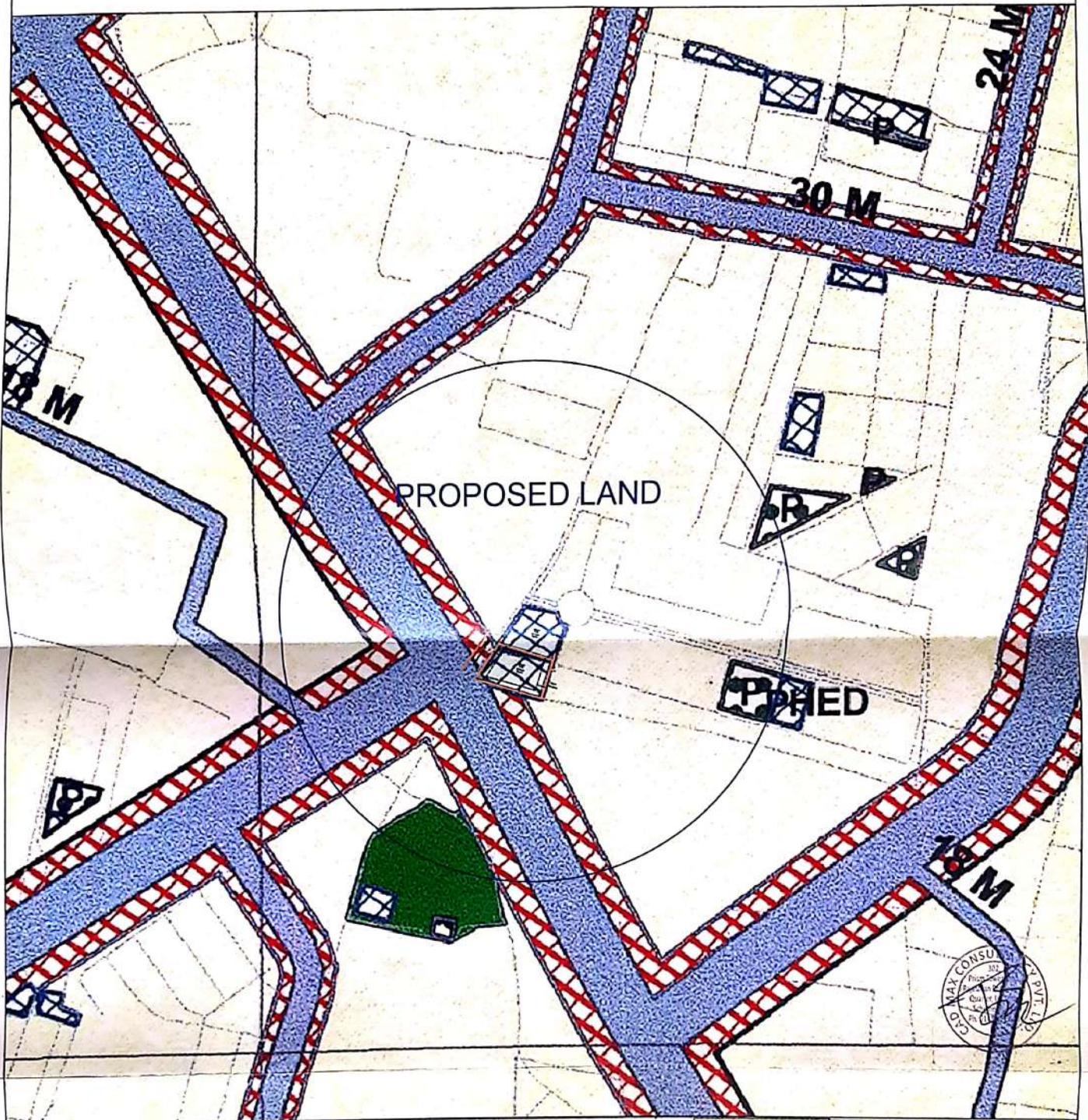


Legend



MAP SHOWING PROPOSE HOSPITAL LAND LOCATION ON Z.D.P. PLANNING ZONE - 10

AT SCHEME:- " PEARL REGALIA " REVENUE VILLAGE - MOHANPURA , TEH.- SANGANER , JAIPUR
NOT TO SCALE

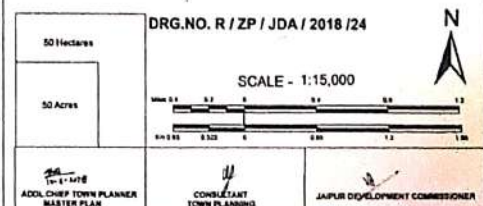


LEGEND

| | | | |
|---------------------------------|-------------------------|-------------------------|---------------------------|
| RESIDENTIAL | RECREATIONAL | PUBLIC & SEMI-PUBLIC | ZONE BOUNDARY (PZ-10) |
| COMMERCIAL | PARK | PUBLIC UTILITY | SPECIAL AREA |
| COMMERCIAL (SPECIALISED MARKET) | CENTRAL PARK | CREMATION/BURIAL GROUND | VUP & PUP (UNDERPASS) |
| WHOLESALE MARKET & GODOWN | STADIUM | CIRCULATION | COMMITMENT BOUNDARY |
| MIXED USE | OTHER RECREATIONAL | PROPOSED ROAD | RAILWAYLINE (BROAD GAUGE) |
| GOVERNMENT & SEMI GOVERNMENT | NALLAH / RIVER | HT LINE | |
| INDUSTRIAL | HT LINE SAFETY CORRIDOR | | |
| TOURIST FACILITY | | | |

ZONAL DEVELOPMENT PLAN PLANNING ZONE 10 PROPOSED LAND USE

ZONAL PLAN APPROVED VIDE 64TH AUTHORITY MEETING DATED 22-08-2018



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR



जयपुर विकास प्राधिकरण जयपुर

www.jda.urban.rajasthan.gov.in

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क्रमांक-जविप्रा/अआ(एलपीसी)/24/डी- 291

दिनांक: 10-06-2024

श्री कपिल रायसिंघनी,
अधिकृत हस्ताक्षरकर्ता,
स्पाईनोक्स कंसोर्टियम प्रा. लि. कंपनी,
501-503, पर्ल एक्सीलेन्सी-एसबी 168,
बापू नगर, जयपुर।

विषय:-स्पाईनोक्स कंसोर्टियम प्रा.लि. कंपनी को पर्ल रिगेलिया, ग्राम मोहनपुरा, तहसील सांगानेर, जयपुर में भूखण्ड संख्या एफ-2, 3800 व.ग. (3177.18 व.मी.) हॉस्पिटल निर्माण हेतु भूखण्ड आवंटन की मांग की जा रही है।
संदर्भ:-नागरिक सेवा केन्द्र का पंजीयन क्रमांक 407031 दि. 02.05.2024 के क्रम में।

उपरोक्त विषयान्तर्गत एवं संदर्भित प्रार्थना-पत्र के क्रम में लेख है कि स्पाईनोक्स कंसोर्टियम प्रा.लि. कंपनी को पर्ल रिगेलिया, ग्राम मोहनपुरा, तहसील सांगानेर, जयपुर में भूखण्ड संख्या एफ-2, 3800 व.ग. (3177.18 व.मी.) हॉस्पिटल निर्माण हेतु भूखण्ड आवंटन की मांग की जा रही है।

अतः इस संबंध में आप प्रार्थी को प्रस्तावित व्यवसाय का विवरण, उक्त व्यवसाय से समाज के विभिन्न वर्गों को क्या लाभ मिलेगा, प्रार्थी द्वारा जो व्यवसाय किया जा रहा है, उसमें वर्तमान में कितने व्यक्ति कार्यरत हैं तथा उसमें कितना निवेश किया हुआ है, साथ ही प्रस्तावित व्यवसाय हेतु कितना निवेश किया जायेगा, कितने व्यक्तियों को उससे रोजगार उपलब्ध होगा एवं निवेश की जाने वाली राशि की व्यवस्था किस प्रकार से की जायेगी। संबंधित सूचना शीघ्र उपलब्ध करावें, ताकि प्रकरण में नियमानुसार अग्रिम कार्यवाही की जा सके।

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

प्रतिलिपी:-नागरिक सेवा केन्द्र को उनके पंजीयन क्रमांक 407031 दि. 02.05.2024 के क्रम में सूचनार्थ प्रेषित है।

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

Signature valid

RajKaj Ref
7879680



Digitally signed by Priya Balram
Sharma
Designation: Additional Commissioner
Date: 2024.06.08 11:40:40 IST
Reason: Approved

Spynox Consordium Limited

Email:-pearlgroup.vijay@gmail.com

CIN: U45201RJ1994PLC008404

सेवा में,
श्रीमान अतिरिक्त आयुक्त महोदय (एलपीसी)
जयपुर विकास प्राधिकरण, जयपुर।

DC/LPO
14/6/24

दिनांक:-14/06/2024

18/6/24

DA(S)

18/6/24

विषय:- स्पाईनोक्स कंसोर्टियम प्रा.लि. कंपनी स्वय की आवासीय योजना पर्ल रिगेलिया, ग्राम मोहनपुरा, तहसील सांगानेर, जयपुर में भूखण्ड संख्या एफ-2, 3800 व.ग. (3177.18 व.मी.) हॉस्पिटल निर्माण हेतु भूखण्ड आवंटन करने बाबत।

संदर्भ-आपका पत्र क्रमांक:-डी-291

दिनांक 10.06.2024

उपरोक्त विषयान्तर्गत एवं संदर्भित प्रार्थना-पत्र के कम में लेख है कि स्पाईनोक्स कंसोर्टियम प्रा.लि. कंपनी स्वय की अनुमोदित की आवासीय योजना पर्ल रिगेलिया, ग्राम मोहनपुरा, तहसील सांगानेर, जयपुर में भूखण्ड संख्या एफ-2, 3800 व.ग. (3177.18 व.मी.) हॉस्पिटल निर्माण हेतु भूखण्ड आवंटन हेतु आवेदन किया गया है। इस सम्बन्ध में पत्र जारी कर आप द्वारा जानकारी चाही गई है जो निम्नानुसार है:-

| | |
|---|--|
| ➤ प्रस्तावित व्यवसाय का विवरण | Spynox Consordium Limited रियल एस्टेट की एक अग्रणि कम्पनी है। विभिन्न शहरों में आवासों एवं ग्रुप हाउसिंग भवनों का निर्माण करती आयी है। जिससे समाज के विभिन्न वर्गों के लोग एवं व्यवसायी संस्था से जुडे हुये है। हमारे द्वारा वर्तमान में हमारी योजना पर्ल रिगेलिया का भूखण्ड संख्या एफ-2 हॉस्पिटल आवंटन हेतु आवेदन किया गया है। जिससे समाज के विभिन्न वर्गों के लोगों का आवश्यक स्वास्थ्य सुविधायें उपलब्ध कराना हमारा उद्देश्य रहेगा। |
| ➤ प्रस्तावित व्यवसाय से समाज के किन वर्गों को लाभ मिलेगा। | उक्त हॉस्पिटल भूमि का आवंटन किये जाने पर हमारे द्वारा समाज के विभिन्न वर्गों के लोगों को आवश्यक एवं वेहतर स्वास्थ्य सम्बन्धि सुविधायें उपलब्ध कराना हमारा प्रथम उद्देश्य रहेगा। जिसका लाभ समाज के सभी वर्गों को समान रूप से प्रदान किया जावेगा एवं सरकार द्वारा जारी स्वास्थ्य सम्बन्धि छूटों का पालन किया जावेगा। |
| ➤ वर्तमान व्यवसाय में कितने व्यक्ति कार्यरत है। | वर्तमान रियल एस्टेट व्यवसाय में 50 से अधिक व्यक्ति कार्यरत है। |
| ➤ वर्तमान व्यवसाय में कितना निवेश किया हुआ है। | विभिन्न शहरों में आवासों एवं ग्रुप हाउसिंग भवनों का निर्माण करती आयी है एवं वर्तमान में लगभग 10 से अधिक प्रोजेक्ट पर कार्य कर रही है। जिसमें 200 करोड से अधिक का निवेश किया गया है। |

Spynox Consordium Limited

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CIN: U45201RJ1994PLC008404

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| ➤ प्रस्तावित व्यवसाय में कितना निवेश किया जावेगा | प्रस्तावित व्यवसाय में 30 करोड़ रुपये का निवेश किया जावेगा। जिसकी रिपोर्ट प्रार्थना पत्र फाईल में सलग्न है। |
| ➤ कितने व्यक्तियों को इससे रोजगार मिलेगा | प्रस्तावित व्यवसाय में अनुमानित रूप 300 (प्रत्यक्ष एवं अप्रत्यक्ष रूप से) लोगों का व्यवसाय उपलब्ध करवाया जावेगा। |
| ➤ निवेश राशि कि व्यवस्था किस प्रकार से कि जावेगी। | Spynox Consordium Limited रियल एस्टेट की एक अग्रणि कम्पनी है। विभिन्न शहरों में आवासों एवं ग्रुप हाउसिंग भवनों का निर्माण करती आयी है एवं वर्तमान में लगभग 10 से अधिक प्रोजेक्ट पर कार्य कर रही है। जिसमें 200 करोड़ से अधिक का निवेश किया गया है। हमारी उक्त कम्पनी की सहयोगी कम्पनीयां "Spytech Buildcon pvt Ltd.," "Narvik Nirvan and financiers pvt Ltd." Pearl India Buildhome Pvt Ltd." "Pearldewan (india) leasing Pvt Ltd." वर्तमान समय में कार्यरत है। जिनमें कार्यरत निदेशक समान ही है। स्कूल के निर्माण हेतु हमारे द्वारा हमारी सहयोगी कम्पनियों में समुचित फंड की व्यवस्था है। आवश्यकता होने बैंक लॉन के द्वारा भी राशि की समुचित व्यवस्था कर की जा सकेगी। |

अतः श्रीमान जी से निवेदन हैकि विषयान्तर्गत भूखण्ड के आवंटन के सम्बन्ध में चाही गई सूचना उपरोक्त तालिका अनुसार पूर्ण कर दी गई है। कृपया प्रकरण में आवंटन हेतु कार्यवाही करने हेतु आदेश फरमाने की कृपा करे। पत्र सादर प्रेषित है।

सधन्यवाद।

भवदीय

वास्ते- Spynox Consordium Limited



(कपिल रायसिंघानी)

अधिकृत हस्ताक्षरकर्ता



जयपुर विकास प्राधिकरण जयपुर

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क्रमांक-जविप्रा/अआ(एलपीसी)/24/डी-

दिनांक:

श्री कपिल रायसिंघनी,
अधिकृत हस्ताक्षरकर्ता,
स्पाईनोक्स कंसोर्टियम प्रा. लि. कंपनी,
501-503, पर्ल एक्सीलेन्सी-एसबी 168,
बापू नगर, जयपुर।

विषय:-स्पाईनोक्स कंसोर्टियम प्रा.लि. कंपनी को पर्ल रिगेलिया, ग्राम मोहनपुरा, तहसील सांगानेर, जयपुर में भूखण्ड संख्या एफ-2, 3800 व.ग. (3177.18 व.मी.) हॉस्पिटल निर्माण हेतु भूखण्ड आवंटन की मांग की जा रही है।

संदर्भ:-नागरिक सेवा केन्द्र का पंजीयन क्रमांक 407031 दि. 02.05.2024 के क्रम में।

उपरोक्त विषयान्तर्गत एवं संदर्भित प्रार्थना-पत्र के क्रम में लेख है कि स्पाईनोक्स कंसोर्टियम प्रा.लि. कंपनी को पर्ल रिगेलिया, ग्राम मोहनपुरा, तहसील सांगानेर, जयपुर में भूखण्ड संख्या एफ-2, 3800 व.ग. (3177.18 व.मी.) हॉस्पिटल निर्माण हेतु भूखण्ड आवंटन की मांग की जा रही है।

अतः इस संबंध में आप प्रार्थी को प्रस्तावित व्यवसाय का विवरण, उक्त व्यवसाय से समाज के विभिन्न वर्गों को क्या लाभ मिलेगा, प्रार्थी द्वारा जो व्यवसाय किया जा रहा है, उसमें वर्तमान में कितने व्यक्ति कार्यरत हैं तथा उसमें कितना निवेश किया हुआ है, साथ ही प्रस्तावित व्यवसाय हेतु कितना निवेश किया जायेगा, कितने व्यक्तियों को उससे रोजगार उपलब्ध होगा एवं निवेश की जाने वाली राशि की व्यवस्था किस प्रकार से की जायेगी। संबंधित सूचना शीघ्र उपलब्ध करावें, ताकि प्रकरण में नियमानुसार अग्रिम कार्यवाही की जा सके।

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

प्रतिलिपी:-नागरिक सेवा केन्द्र को उनके पंजीयन क्रमांक 407031 दि. 02.05.2024 के क्रम में सूचनार्थ प्रेषित है।

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

RajKaj Ref
7879680



Signature valid

Digitally signed by Priya Balram Sharma
Designation : Additional Commissioner
Date: 2024.06.03 17:40:40 IST
Reason: Approved



जयपुर विकास प्राधिकरण, जयपुर

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यू.ओ.नोट

विषय:—स्पाईनोक्स कंसोर्टियम प्रा.लि. कंपनी को पर्ल रिगेलिया, ग्राम मोहनपुरा, तहसील सांगानेर, जयपुर में भूखण्ड संख्या एफ-2, 3800 व.ग. (3177.18 व.मी.) हॉस्पिटल निर्माण हेतु भूखण्ड आवंटन कराने बाबत।

उपरोक्त विषयान्तर्गत पत्र के क्रम में लेख है कि स्पाईनोक्स कंसोर्टियम प्रा.लि. कंपनी को पर्ल रिगेलिया, ग्राम मोहनपुरा, तहसील सांगानेर, जयपुर में भूखण्ड संख्या एफ-2, 3800 व.ग. (3177.18 व.मी.) हॉस्पिटल निर्माण हेतु भूखण्ड आवंटन कराने के क्रम में जविप्रा की वेबसाइट पर अपलोड 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

क्रमांक: जविप्रा/अआ/एलपीसी/2024/

रामकिशोर व्यास भवन ए इन्दिरा सर्किल ए जवाहर लाल नेहरू मार्ग ए जयपुर.302004

दूरभाष 831.0141.25701228 रु ईपीबीएक्स 910141.2569696 एक्सटेंशन रु 570198 रु फैक्स 91.141.2574555

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

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ak

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RajKaj Ref
8222963



Signature valid

Digitally signed by Priya Balram
Sharma
Designation : Additional Commissioner
Date: 2024.07.02 23:43:46 IST
Reason: Approved