

**Application for admission as Issuer of Eligible Securities
(Equity)**

Date : 21-08-2024

URN : 0500124234456674

To,
The Managing Director
National Securities Depository Limited
4th floor, Trade World, A Wing
Kamala Mills Compound,
Senapati Bapat Marg,
Lower Parel
Mumbai - 400 013

Dear Sir,

We, as an issuer of securities, wish to apply for admission of securities issued by us as 'eligible securities' in the Depository System. The details of our Company are as given below.

Corporate Details

1. Name of the Company

SHRIJAY POLY COT PRIVATE LIMITED

2. (a) Corporate Information

(a) Date of Incorporation :	23-04-2022
(b) Corporate Identity Number (CIN) :	U17299GJ2022PTC131338
(c) Legal Entity Identifier (LEI), if allotted :	

Macro- Economic Sector	Sector	Industry	Basic Industry
Diversified	Diversified	Diversified	Diversified

Class of company	Category of company	Sub-category of company
Private Limited	Company Limited by Shares	Non-Government Company

Is your Company a Deemed Public Company No
(b) Old name(s) of the company in case company has previously changed its name
Are there any old names of the company? Yes

Sr. No.	Old Name (s)	Date of change in name, if any
1	SHRIJAY SYNTHETICS PRIVATE LIMITED	28-04-2022

(c) Share certificates bearing old name(s) of the company be accepted for dematerialization? No

3. (a) Registered office address

Address-Line 1	Block No. 477/2, Plot No. B - 10
Line 2	Gujarat Eco Textile Park
Line 3	Palsana (Surat)
City	SURAT
PIN	394315
State	gujarat
Country	India
Website	
Email ID	mukesh12213@gmail.com

3. (b) Correspondence address: if different than Registered office address

Address-Line 1	Block No. 477/2, Plot No. B - 10
Line 2	Gujarat Eco Textile Park
Line 3	Palsana (Surat)
City	SURAT
PIN	394315
State	gujarat
Country	India

4. Billing address

Address-Line 1	
Line 2	
Line 3	
City	
PIN	
State	
Country	

5. Details for Invoicing

5(a) Address to be used for raising Invoice:

Registered office address	X
Correspondence office address	
Billing address	

5(b) Tax Registration Details:

i) Permanent Account Number (PAN)	ABICS3515Q
ii) Tax Deduction and Collection Account Number (TAN)	SRTS27258A
iii) Goods and Services Tax Identification Number (GSTIN)	24ABICS3515Q1ZX

General information about the company

6. Details of Key Management Personnel of the company

Particulars	Director/CEO/Managing Director/ Whole Time Director	Company Secretary/CFO/Authorised Signatory
Name :	Mr. MUKESH KUMAR BHIMSARIA	Mr. MUKESH KUMAR BHIMSARIA
Designation :	DIRECTOR	AUTHORISED SIGNATORY
Phone – 1 :		
Phone – 2 :		
Mobile :	9998230001	9998230001
Email ID (s) :	mukesh12213@gmail.com	mukesh12213@gmail.com

7. Details of Operating Personnel of the company

Particulars	Contact Person 1	Contact Person 2
Name :	Mr. MUKESH KUMAR BHIMSARIA	Mr. MAHESH KUMAR BHIMSARIYA
Designation :	Director	Director
Phone – 1 :		
Phone – 2 :		
Mobile :	9998230001	9662660001
Email ID (s) :	mukesh12213@gmail.com	maheshbhimsariya@gmail.com

8. Details of Board of Directors: (Please clearly identify Chairman, MD and Wholetime Director)

Sr. No.	Name	Designation	Details	
1	MUKESH KUMAR BHIMSARIYA	DIRECTOR	DIRECTOR TYPE :	Indian
			DIN :	00547287
			PAN :	AQBPB8917G
			AADHAAR :	789049244340
2	MAHESH KUMAR BHIMSARIYA	DIRECTOR	DIRECTOR TYPE :	Indian
			DIN :	00131930
			PAN :	AEEPB8917G
			AADHAAR :	637254619453

Instrument Details

9. {a} Whether any other security of the company is already available in dematerialised form?

Yes/No
No

(b) If yes, mention ISIN (any one)

--

Has the Company issued a different class of shares? : No

Has the company issued Partly Paid shares? : No

Whether the company has issued different class of Partly Paid Up shares? : No

10. (a) Instrument Details:

Type of Equity Shares	Class (If any)	Face value per share (in Rs.)(a)	Paid-up value per share (in Rs.) (a)	Number of shares outstanding as on date (c)	Nominal Amount of outstanding shares(in Rs.) (b x c)
Fully paid-up shares	Equity Shares	10	10	10000	100000
			Total	10000	100000

10. (b) Details for Classification of Financial Instrument (CFI) Code:

Type of Equity Shares	Class (If any)	Details for CFI Code			Number of shares as per DN Details	ISIN Required
		Group 1 Voting Right	Group 2 Ownership / Transfer / Sales Restrictions	Group 3 Payment Status		
Fully paid-up shares	Equity Shares	Voting (Each share has one vote)	Free(unrestricted)	Fully Paid	10000	Yes

10. (c) Distinctive Number (DN) details (for outstanding shares only):

Type of Equity Shares/Class	Class (If any)	Distinctive Numbers From (a)	Distinctive Numbers To (b)	Number of shares [(b-a)+1]
Fully paid-up shares	Equity Shares	1	10000	10000
			Total	10000

11. Details of further shares issued after the end of last financial year

11. (a) Whether any further shares issued after the end of last financial year? : No

11. (b) Were there any Partly Paid Up shares issued? : No

11. (c) Is there any variation in the face value of share or reduction in the capital after the last audited report? : No

12. Status of Listing:

12. a) State whether the shares of the company are listed/to be listed/unlisted: Unlisted

Registrar Details

13 . Details of Registrar & Transfer Agent (R&T Agent)/In-house Registry division:

a) Whether the company has in-house registry division or the company will appoint a SEBI Registered R&T Agent?
Please select

In-house Registry Division	
SEBI Registered R&T Agent	X

b) Name of SEBI Registered R&T Agent: SAG INFOTECH PRIVATE LIMITED

c) Please specify type of connectivity with the R&T Agent: Please select

Single Point Connectivity [Physical + Electronic]	
Only Electronic Connectivity	X

d) Address where Depository Participants must send physical dematerialisation requests:

Particulars	Details
Name of Organization	SHRIJAY POLY COT PRIVATE LIMITED
Name of Contact Person	MUKESH KUMAR BHIMSARIA
Designation of Contact Person	DIRECTOR
Address-Line 1	Block No. 477/2, Plot No. B - 10
Line 2	Gujarat Eco Textile Park
Line 3	Palsana (Surat)
City	SURAT
State	gujarat
Country	India
Pin	394315
Phone – 1	9998230001
Phone – 2	
Email ID	mukesh12213@gmail.com

14. Declaration:

We understand and agree that:

- (a) Shares on which calls have been made and are unpaid will not be eligible for demat.
- (b) Partly paid shares, need to be identified separately with a separate ISIN.

We hereby certify that the above information is correct to the best of our knowledge and that we have attached all the enclosures mentioned above. Further, we agree to be bound by the Bye Laws and Business Rules of NSDL.

Place:

Signature of authorised signatory

Date:

Name:

Stamp

Designation:



CA ANUP KUMAR AGRAWAL
M.Com. FCA

ANUP K AGRAWAL AND ASSOCIATES

CHARTERED ACCOUNTANTS

2 & 3, 1st Floor, White House, VIP Road, Vesu, Surat-395 007.
Ph.: +91 261 2215140, 2218140 Mobile : +91 99099 14140

CA NEHA TENIWAL
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Independent Auditor's Report

TO
THE MEMBERS OF
SHRIJAY POLY COT PRIVATE LIMITED,

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Shrijay Poly Cot Private Limited ("the Company"), which comprise the balance sheet as on 31st March 2023, and the statement of profit and loss, ~~statement of cash flows~~ for the year then ended and notes to the financial statements, including a summary of significant accounting policies and other explanatory information.

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 profit/loss, and its ~~cash flows~~ for the year ended on that date.

Basis for Opinion

We conducted our audit 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 opinion.

Other Information

The Company's Board of Directors is responsible for the other information. 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. We have nothing to report in this regard.





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Responsibilities of Management and Those Charged with Governance 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. 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 scepticism throughout the audit. We are 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.





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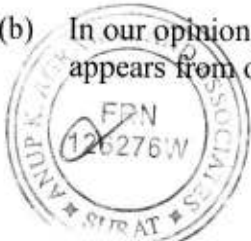
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material 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 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.
- 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.

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, 2020 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, this report does not include a statement on the matters specified in paragraphs 3 and 4 of the Order, as the said order is not applicable to this company.
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.





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- (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, 2021.
- (e) On the basis of the written representations received from the directors as on 31st March 2023 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) Since the company's turnover as per latest audited Financial Statements is less than ₹ 50 crores and its borrowing from bank and financial institutions at any time during the year is less than ₹ 25 Crores, the company is exempted from getting 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 control vide notification dated June 13, 2017.
- (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, 2021, 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 has been no delay in transferring amounts, required to be transferred, to the Investor Education and Protection Fund by the Company.
- (h) (i) As per management's representation, no funds other than disclosed by way of notes to accounts 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 or entities, 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;





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(ii) As per management's representation, There were no funds which have been received by the company from any person(s) or entities, 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

(iii) The representation received from the company under sub-clause (i) and (ii) above does not contain any material misstatement.

For ANUP K AGRAWAL AND ASSOCIATES
Chartered Accountants

FRN: 126276W

CA ANUP KUMAR AGRAWAL
Partner
Mem No.: 119218

Place: Surat
Date: 01/09/2023
UDIN: 23119218BGWRLR3502

SHRIJAY POLY COT PRIVATE LIMITED

(FORMERLY KNOWN AS SHRIJAY SYNTHETICS PRIVATE LIMITED)

Regd. Office: BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE PARK, PALSANA SURAT GJ 394310 IN

BALANCE SHEET AS AT 31ST MARCH 2023

	NOTES	As on 31ST MARCH 2023
I. EQUITY & LIABILITIES		
(1) Shareholders' Funds		
(a) Share Capital	3	100,000
(b) Reserves and Surplus	4	1,480
(c) Money received against shares		-
(2) Share Application Money pending Allotment		-
		101,480
(3) Non-Current Liabilities		
(a) Long Term Borrowings	5	4,300,000
(b) Deferred Tax Liabilities (Net)	6	-
(c) Other Long Term Liabilities	7	-
(d) Long Term Provisions	8	-
		4,300,000
(4) Current Liabilities		
(a) Short Term Borrowings	9	-
(b) Trade Payables	10	-
(A) Dues of micro enterprises and small enterprises		-
(B) Dues of creditors other than micro enterprises and small enterprises		-
(c) Other Current Liabilities	11	26,000
(d) Short Term Provisions	12	10,520
		36,520
TOTAL		4,438,000
II. ASSETS		
(1) Non-Current Assets		
(a) Property, Plant & Equipment and Intangible Assets		
(i) Property, Plant and Equipment	13	4,285,746
(ii) Intangible Assets	13	-
(iii) Capital Work In Progress	13	-
(iv) Intangible Assets under Development	13	-
(b) Non Current Investments	14	-
(c) Deferred Tax Assets (net)	15	-
(d) Long Term Loans & Advances	16	-
(e) Other non-current Assets	17	-
		4,285,746
(2) Current Assets		
(a) Current Investment	18	-
(b) Inventories	19	-
(c) Trade Receivables	20	-
(d) Cash And Cash Equivalents	21	126,254
(e) Short Term Loans & Advances	22	-
(f) Other Current Assets	23	26,000
		152,254
TOTAL		4,438,000

Summary of Significant accounting policies

The notes referred to above form an integral part of Balance Sheet

As per our report of even date

For Anup K Agrawal And Associates

Chartered Accountants

F.R.No.: 126276W

CA Anup Kumar Agrawal

[Partner]

M.No.: 119218

Place : Surat

Date : 01/09/2023

UDIN:23119218BGWRLR3502

For Shrijay Poly Cot Private Limited

Director

DIN: 00131930

Maresh Kumar Bhimsariya

Director

DIN: 00547287

Mukesh Kumar Bhimsaria

SHRIJAY POLY COT PRIVATE LIMITED

(FORMERLY KNOWN AS SHRIJAY SYNTHETICS PRIVATE LIMITED)

Regd. Office: BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE PARK, PALSANA SURAT GJ 394310 IN

Statement of Profit & Loss for the year ended 31st March 2023

	NOTES	For the year ended 31ST MARCH 2023
INCOME		
Revenue from operations	24	-
Other Income	25	12,000
Total Income		12,000
EXPENDITURE		
Cost of Materials Consumed	26	-
Purchases of Stock-In-Trade	27	-
(Increase)/Decrease in Stock	28	-
Employee Benefit Expenses	29	-
Other Expenses	30	10,000
Total Expenses		10,000
Earnings before interest, tax, depreciation and amortization [EBITDA]		2,000
Depreciation & Amortization Expense	31	-
Finance Costs	32	-
		2,000
Exceptional Items		-
Profit/(Loss) Before Extraordinary Items & Tax		2,000
Extraordinary Items		-
Profit Before Tax		2,000
Tax Expenses:		
Current Tax		520
Deferred Tax		-
MAT Credit		-
For Earlier Years		-
Profit After Tax		1,480
Earnings per equity share [nominal value of share ₹ 10/- (31st March 2023: ₹ 10/-)]		
Basic		
Computed on the basis of total profit for the year		0.15
Diluted		
Computed on the basis of total profit for the year		0.15

Summary of Significant accounting policies

2.1

The schedules referred to above form an integral part of Profit and Loss Account

As per our report of even date

For Anup K Agrawal And Associates

Chartered Accountants

F.R.No.: 126276W

CA Anup Kumar Agrawal

[Partner]

M.No.: 119218

Place : Surat

Date : 01/09/2023

UDIN:23119218BGWRLR3502

For Shrijay Poly Cot Private Limited

Director

DIN: 00131930

Mahesh Kumar Bhimsaria

Director

DIN: 00547287

Mukesh Kumar Bhimsaria

SHRIJAY POLY COT PRIVATE LIMITED

(FORMERLY KNOWN AS SHRIJAY SYNTHETICS PRIVATE LIMITED)

Regd. Office: BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE PARK, PALSANA SURAT GJ 394310 IN

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED 31ST MARCH 2023

Note No. 3

SHARE CAPITAL

Authorized shares

50,000 (31st March 2023) No. of equity shares of ₹ 10/- each

500,000

500,000

Issued, subscribed and fully paid-up shares

10,000 (31st March 2023) No. of equity shares of ₹ 10/- each

100,000

100,000

a. Reconciliation of number of shares

Equity Shares	As on 31.03.2023	
	Number of Shares	Amount (₹ hundred)
Opening balance	-	-
Add: Issue during the year	10,000	100,000
Less: Buy back during the year	-	-
Closing balance	10,000	100,000

b. Terms/rights attached to equity shares

The company has only one class of equity shares having at par value of ₹ 10 per share. Each holder of equity shares is subject to the approval of the shareholders in the ensuing Annual General Meeting, entitled to one vote per share. The dividend, if any, proposed by the Board of Directors. In the event of liquidation of the company, the distribution of the assets of the company will be in proportion to the number of equity shares held by the shareholders.

c. Details of shareholders holding more than 5% shares in the company

Equity Shares	31.03.2023	
	No. of Shares	% holding
Mahesh Kumar Bhimsariya	5,000	50.00%
Mukesh Kumar Bhimsaria	5,000	50.00%

As per records of the company, including its register of shareholders/members and other declarations received from shareholders regarding beneficial interest, the above shareholding represents both legal and beneficial ownership of shares.

d. Disclosure of shareholding of promoters

Disclosure of shareholding of promoters as at March 31, 2023 is as follows:

Promoter Name	As on 31.03.2023	
	No. of shares	% of total shares
Mahesh Kumar Bhimsariya	5,000	50.00%
Mukesh Kumar Bhimsaria	5,000	50.00%

Disclosure of shareholding of promoters as at March 31, 2022 is as follows:

Promoter Name	As on 31.03.2022		As on 31.03.2020	
	No. of shares	% of total shares	No. of shares	% of total shares



Handwritten signature/initials: Mahesh Kumar Bhimsariya

Handwritten signature/initials: Mukesh Kumar Bhimsaria

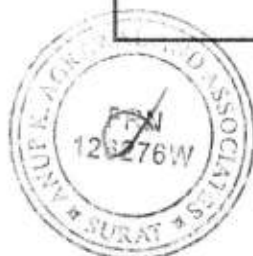
SHRIJAY POLY COT PRIVATE LIMITED

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Regd. Office: BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE PARK, PALSANA SURAT GJ 394310 IN

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED 31ST MARCH 2023

	As on 31ST MARCH 2023
Note No. 4	
RESERVES & SURPLUS	
Securities Premium	
Balance as per current financial year	-
	-
State Cash Subsidy	-
	-
Surplus/(Deficit) in the statement of Profit & loss	
Balance as per the last financial statements	-
Add: Profit/(Loss) for the current year	1,480
	1,480
	1,480
Note No. 5	
LONG TERM BORROWINGS	
Term Loans (Secured)	
	-
	-
Loans & Advances from related parties (unsecured)	
Loan from Directors	4,300,000
Loan from shareholders and others	-
	4,300,000
	4,300,000
Note No. 6	
Deferred Tax Liabilities (Net)	
Deferred Tax Liabilities-on account of depreciation	-
	-
Note No. 7	
Other Long Term Liabilities	
	-
	-
Note No. 8	
Long Term Provisions	
	-
	-
Note No. 9	
Short Term Borrowings	
Secured Loans	
	-
	-



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Notes to the Balance Sheet

(CONTINUED)

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED 31ST MARCH 2023

Note No. 10

Trade Payables

Dues of micro enterprises and small enterprises

The disclosure pursuant to the Micro, Small and Medium Enterprises Development Act, 2006, (MSMED Act) for dues to micro enterprises and small enterprises as at March 31, 2023 is as under:

	As on 31ST MARCH 2023	As on 31ST MARCH 2022
Dues remaining unpaid to any supplier		
Principal	-	-
Interest on the above	-	-
Amount of interest paid in terms of section 16 of the MSMED Act, 2006, along with the amount of the payment made to the supplier beyond the appointed day during each accounting year.	-	-
Amount of interest due and payable for the period of delay in making payment (which has been paid but beyond the appointed day during the year) but without adding the interest specified under the MSMED Act, 2006.	-	-
Amount of interest accrued and remaining unpaid	-	-
Amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise, for the purpose of disallowance as a deductible expenditure under section 23 of MSMED Act, 2006.	-	-
	-	-

Ageing for trade payables outstanding as at March 31, 2023 is as follows:

Particulars	Unbilled	Not Due	Outstanding for following periods from due date of				Total
			Less than 1 Year	1-2 Years	2-3 Years	More than 3 Years	
MSME			-	-	-	-	-
Others			- *	-	-	-	-
Disputed dues-MSME			-	-	-	-	-
Dispute dues-Others			-	-	-	-	-

★ AS CERTIFIED BY MANAGEMENT



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SHRIJAY POLY COT PRIVATE LIMITED

(FORMERLY KNOWN AS SHRIJAY SYNTHETICS PRIVATE LIMITED)

Regd. Office: BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE PARK, PALSANA SURAT GJ 394310 IN

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED 31ST MARCH 2023

	As on 31ST MARCH 2023
Note No. 11	
Other Current Liabilities	
Liabilities for Expenses	26,000
	26,000
Note No. 12	
Short Term Provisions	
Audit Fees Payable	5,000
Roc fees Payable	5,000
Provision for Tax	520
	10,520
Note No. 14	
Non Current Investments	
	-
Note No. 15	
Deferred Tax Assets Net	
Deferred Tax Assets	-
Note No. 16	
Long Term Loans & Advances	
	-
Note No. 17	
Other Non Current Assets	
Security Deposit	-
Note No. 18	
Current Investments	
	-
Note No. 19	
Inventories	
Raw Material	-
Finished Goods	-
Consumable Stores	-
	-



24/11/22

Mubashir Khan

Notes to the Balance Sheet

(CONTINUED)

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED 31ST MARCH 2023

Note No. 13
Property, Plant & Equipment

Description of Assets	GROSS BLOCK			DEPRECIATION			NET BLOCK	
	As at 23.04.2022	Additions during the year	Disposals Adjustments during the year	As at 31.03.2023	Upto 23.04.2022	For the year	Upto 31.03.2023	As at 31.03.2022
Tangible Assets								
Land	-	4,285,746	-	4,285,746	-	-	-	-
TOTAL ASSETS PREVIOUS YEAR	-	4,285,746	-	4,285,746	-	-	4,285,746	-
Intangible Assets								
TOTAL ASSETS PREVIOUS YEAR	-	-	-	-	-	-	-	-



Amir K. T.

Amir K. T.

Notes to the Balance Sheet

(CONTINUED)

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED 31ST MARCH 2023

Note No. 20

Trade Receivables

Ageing for trade receivables outstanding as at March 31, 2023 is as follows:

Particulars	Unbilled	Not Due	Outstanding for following periods from due date of payment					Total
			Less than 6 Months	6 Months -1 Year	1-2 Years	2-3 Years	More than 3 Years	
Undisputed Trade Receivables- Considered Goods			★					-
Undisputed Trade Receivables- Considered Doubtful			-					-
Disputed Trade Receivables- Considered Goods			-					-
Disputed Trade Receivables- Considered Doubtful			-					-

★ AS CERTIFIED BY MANAGEMENT



ANKIT

P. K.

SHRIJAY POLY COT PRIVATE LIMITED

(FORMERLY KNOWN AS SHRIJAY SYNTHETICS PRIVATE LIMITED)

Regd. Office: BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE PARK, PALSANA SURAT GJ 394310 IN

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED 31ST MARCH 2023

	As on 31ST MARCH 2023
Note No. 21	
Cash & Cash Equivalents	
Balances with Banks	
[with scheduled bank in current account]	
HDFC Bank	114,254
Cash in Hand	12,000
[as certified by management]	
	126,254
Note No. 22	
Short Term Loans & Advances	
Other Loans & Advances	-
Balance with government/statutory authorities	-
	-
Note No. 23	
Other Current Assets	
Preliminary Expenses	26,000
Less: Written off	-
	26,000



M. K. D.

Museh K.

SHRIJAY POLY COT PRIVATE LIMITED

(FORMERLY KNOWN AS SHRIJAY SYNTHETICS PRIVATE LIMITED)

Regd. Office: BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE PARK, PALSANA SURAT GJ 394310 IN

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED 31ST MARCH 2023

For the year ended
31ST MARCH 2023

Note No. 24

REVENUE FROM OPERATIONS

Sales of Products
Other Operating Revenue

Details of Products Sold

Traded Goods Sold
Imported

Indigenous
Sales

Note No. 25

OTHER INCOME

Misc Income

Note No. 26

COST OF MATERIAL CONSUMED

Note No. 27

PURCHASES OF STOCK-IN-TRADE

Purchases

Note No. 28

(INCREASE)/DECREASE IN STOCK

Inventories at the beginning of the year
Raw Material
Finished Goods

Inventories at the end of the year
Raw Material
Finished Goods

Traded Goods

Note No. 29

Employee Benefit Expenses



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SHRIJAY POLY COT PRIVATE LIMITED

(FORMERLY KNOWN AS SHRIJAY SYNTHETICS PRIVATE LIMITED)

Regd. Office: BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE PARK, PALSANA SURAT GJ 394310 IN

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED 31ST MARCH 2023

For the year ended
31ST MARCH 2023

Note No. 30

Other Expense

(A) MANUFACTURING EXPENSES

(B) WAGES AND SALARIES EXPENSES

(C) POWER AND FUEL EXPENSES

(D) SELLING AND ADMINISTRATION EXPENSES

Payment to Auditor

As Auditor:

Audit Fees

5,000

In other Capacity:

Fees and Taxes

5,000

ROC Fees

10,000

10,000

Note No. 31

Depreciation & Amortization Expenses

Depreciation of Tangible Assets

Amortization of Preliminary Expenses

Note No. 32

Finance Costs

Note No. 33

RELATED PARTY DISCLOSURES

a) Name of Related parties and nature of relationship

Name of Related parties

Mahesh Kumar Bhimsariya

Mukesh Kumar Bhimsaria

Nature of Relationship

Key Management Personnel

b) Related parties with whom transactions have taken place during the year

c) Related Party Transactions

The following table provides the total amount of transactions that have been entered into with the related parties for relevant financial year:

i) Remuneration to Key Management Personnel

Mahesh Kumar Bhimsariya

Mukesh Kumar Bhimsaria

31ST MARCH 2023

Note No. 34

Value of imports calculated on CIF Basis

Trading Goods Purchase



Mahesh Kumar Bhimsariya

Mukesh Kumar Bhimsaria

SHRIJAY POLY COT PRIVATE LIMITED

(FORMERLY KNOWN AS SHRIJAY SYNTHETICS PRIVATE LIMITED)

Regd. Office: BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE PARK, PALSANA SURAT GJ 394310 IN

(CONTINUED)

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED 31ST MARCH 2023**Note No. 35****A) Additional regulatory information required by Schedule III****(a) Details of Benami Property held**

No proceedings have been initiated on or are pending against the company for holding benami property under the Benami Transaction (Prohibition) Act, 1988 (45 of 1988) and rules made thereunder.

(b) Borrowings from banks or financial institutions secured against current assets

The Company does not have any borrowings from banks and financial institutions.

(c) Wilful Defaulter

The Company has not been declared wilful defaulter by any bank or financial institution or government or any government authority.

(d) Relationship with Struck off Companies

The Company has no transactions with the companies struck off under Companies Act, 2013 or Companies Act, 1956.

(e) Companies with number of layers of companies

The Company does not have any subsidiary company, hence requirements of this clause are not applicable.

(f) Companies with approved Scheme(s) of Arrangements

The Company has not entered into any scheme of arrangements which has an accounting impact on current or previous financial year.

(g) Utilisation of Borrowed funds and share premium:

The Company has not advanced or loaned or invested funds to any other person(s) or entities, including foreign entities, neither has received any such amounts from any other party for funding any other beneficiary.

(h) Valuation of Property, Plant and Equipment, intangible asset and investment property

The Company has not revalued its property, plant and equipment (including right of use assets) or intangible assets or both during the current or previous years.

(i) Details of Crypto currency or Virtual currency

The company has not traded or invested in Crypto currency or Virtual currency during the current or previous year.

(j) Where Loans or Advances in the nature of loans are granted to promoters, directors, KMPs and the related parties (as defined under Companies Act, 2013), either severally or jointly with any other person, that are:**(a) Repayable on demand or**

Type of Borrower	Current Period		Previous Period	
	Amount outstanding	% of Total	Amount outstanding	% of Total
Promoters	-	-	-	-
Directors	-	-	-	-
KMPs	-	-	-	-
Related Parties	-	-	-	-
Total	-	-	-	-

(b) Without specifying any terms or period of repayment

Type of Borrower	Current Period		Previous Period	
	Amount outstanding	% of Total	Amount outstanding	% of Total
Promoters	-	-	-	-
Directors	-	-	-	-
KMPs	-	-	-	-
Related Parties	-	-	-	-
Total	-	-	-	-



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SHRIJAY POLY COT PRIVATE LIMITED

(FORMERLY KNOWN AS SHRIJAY SYNTHETICS PRIVATE LIMITED)

Regd. Office: BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE PARK, PALSANA SURAT GJ 394310 IN

(Rupees in hundreds)

Financial Year - 2022-2023

Calculation of Deferred Tax Asset/Liability

Depreciation as per Companies Act	0
Depreciation as per Income Tax Act	0
	<u>0</u>

Since Depreciation as per Income Tax Act is lower than Depreciation as per Companies Act

Deferred Tax Asset will arise

So, Deferred Tax Asset will be

0

Deferred Tax Asset already provided in Books

0

So, Deferred Tax Asset to be recorded in Books

0



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Handwritten signature: Musen K.

SUB-SCHEDULE	
Loan from Directors	
MAHESH KUMAR BHIMSARIA	2,100,000.00
MUKESH KUMAR BHIMSARIA	2,200,000.00
Total	4,300,000.00
Creditor For Expenses	
DITYA MCA21	26,000.00
Total	26,000.00



Mukesh K R

Mukesh K

SHRIJAY POLY COT PRIVATE LIMITED
(FORMERLY KNOWN AS SHRIJAY SYNTHETICS PRIVATE LIMITED)

**SCHEDULE ANNEXED TO AND FORMING PART OF THE OF THE BALANCE SHEET AND
PROFIT AND LOSS A/C AS ON 31.03.2023.**

SCHEDULE 2.1:
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION:

These financial statements have been prepared in accordance with the generally accepted accounting principles in India under the historical cost convention on accrual basis. Pursuant to section 133 of the Companies Act, 2013 read with rule 7 of Companies (Accounts) Rules, 2014, till the standards of accounting or any addendum thereto are prescribed by Central Government in consultation and recommendation of the National Financial Reporting Authority, the existing Accounting Standards notified under the Companies Act, 1956 shall continue to apply. Consequently, these financial statements have been prepared to comply in all material aspects with the Accounting Standards notified under section 211(3C) of the Companies Act, 1956 [Companies (Accounting Standards) Rules, 2006, as amended] and other relevant provisions of the Companies Act, 2013.

All assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in Schedule III to the Companies Act, 2013. Based on the nature of products and the time between the acquisition of assets for processing and their realisation in cash and cash equivalents, the Company has ascertained its operating cycle as 12 months for the purpose of current or non-current classification of assets and liabilities.

1. SYSTEM OF ACCOUNTING

- i) The Company follows the mercantile system of accounting and recognises income and expenditure on an accrual basis except in case of significant uncertainties.
- ii) Financial statements are prepared under the historical cost convention. These costs are not adjusted to reflect the impact of changing value in the purchasing power of money.
- iii) Estimates and assumptions used in the preparation of the financial statements and disclosures are based upon Management's evaluation of the relevant facts and circumstances as of the date of the financial statements, which may differ from the actual results at a subsequent date.

2. REVENUE RECOGNITION

a) Sales

There are no sales during the year.

b) Export incentives

There are no export incentives during the year.

c) Other income

The Company recognizes income (including rent etc.) on an accrual basis. However, where the ultimate collection of the same lacks reasonable certainty, revenue recognition is postponed to the extent of uncertainty.

d) Investment income

There is no interest income during the year.

3. FIXED ASSETS AND DEPRECIATION

Land is shown at cost of acquisition.

4. INVESTMENTS

There are no investments in the company.

5. AMORTISATION OF MISCELLANEOUS EXPENDITURE

Preliminary expenditure have not been amortized as working has not yet started.

6. INVENTORIES

There is no inventory in the company.

7. TAXATION

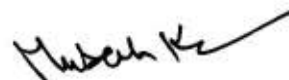
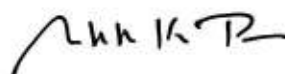
The current charge for income taxes is calculated in accordance with the relevant tax regulations applicable to the company. Deferred tax assets and liabilities are recognized for further tax consequences attributable to timing difference that result between the profit offered for income tax and the profit as per the financial statements, subject to consideration of prudence. Deferred tax assets and liabilities are measured as per the tax rates/laws that have been enacted or substantively enacted by the Balance sheet date.

8. CONTINGENT LIABILITIES AND CONTINGENT ASSETS

Provisions are recognized in terms of Accounting Standard 29- Provisions, Contingent Liabilities and Contingent Assets issued by the ICAI, when there is present legal or statutory obligation as a result of past event where it is probable that there will be out flow of resources to settle the obligation and when a reliable estimate of the amount of the obligation can be made.

Contingent Liabilities are not provided for in the book and are disclosed by way of note in the accounts.

Contingent Assets are not recognized in the financial statements.



9. BORROWING COST

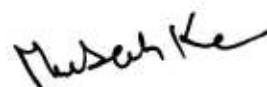
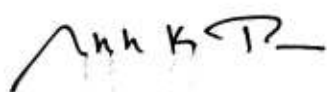
- i) Borrowing costs that are directly attributable to the acquisition, construction or production of qualifying assets should be capitalized as part of the cost of the assets.
- ii) All other borrowing costs are charged to revenue.

10. IMPAIRMENT OF ASSETS

Impairment is ascertained at each Balance Sheet date in respect of the Company's fixed assets. An impairment loss is recognized whenever the carrying amount of assets exceeds its recoverable amount. The recoverable amount is greater of the net selling price and value in use. In assessing the value in use, the estimated future cash flows are discounted to their present value based on appropriate discount factor.

11. SEGMENT REPORTING

The Company is only engaged in the business of textiles. This, in context of Accounting Standard 17 on the Segment Reporting issued by The Institute of Chartered Accountants of India is considered to constitute one single primary segment and accordingly no segment information is required under Accounting Standard 17 is furnished.



**TABLE APPLICABLE TO COMPANY AS NOTIFIED UNDER
SCHEDULE I OF THE COMPANIES ACT, 2013
TABLE A- MEMORANDUM OF ASSOCIATION
OF
COMPANY LIMITED BY SHARES
SHRIJAY POLY COT PRIVATE LIMITED**

- I. The name of the Company is “**SHRIJAY POLY COT PRIVATE LIMITED**”¹.
- II. The Registered Office of the Company will be situated in the State of Gujarat-GJ.
- III. The Objects for which the Company is established are the following:

(A) THE MAIN OBJECTIVE TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To carry on the business of manufacturing, trading, buying, selling, dealing, producing, importing, exporting, whole selling, retailing, designing, dying, job works or to undertake weaving, bleaching, sanforising, mercerizing, printing or otherwise processing of man made fibres, cotton fibres, fabrics of cotton, silk, sarees, nylon, polyester, chiffon, acrylic, rayon wool, shoddy, jute, hemp and other fibres and fabrics or textile products whether on handlooms or power looms or in textile mills or other factories and whether on the Company’s account or on behalf of others.
2. To carry on the business of exporters, importers, buyers, sellers, producers, buying agents, selling agents, commission agents, factors, distributors, stockiest, agents, traders and suppliers and dealers in all classes and kinds of cotton, textiles, yarns, threads and other fibrous products and garments and merchandise.
3. To carry on the business of establishing trading units and as knitters, twistors, texturizers, crimpers, processors, spinners, doublers, weavers, ginners, balers of industrial fabrics, synthetic yarn, synthetic fabrics, cotton, wool, silk, rayon, flex,

¹ The name of the company has been changed from ‘Shrijay Synthetics Private Limited to “Shrijay Poly Cot Private Limited” and the same has been altered vide Special Resolution passed by the Members in the Extra Ordinary General Meeting dated 27th April, 2022”

hemp, nylon, polyester, acrylic, viscose, poly propylene, zari, terylene, linen canvas and all other kinds of fibrous materials or substances.

4. To carry on the business of manufacturing, trading, buying, selling, dealing, producing, importing, exporting, whole selling, retailing in textile goods.
5. To carry on all or any of the following business, namely cotton spinners and doublers, flax, hemp and jute spinners, linen and cloth manufacturers, flax, hemp jute and wool merchants, wool combers, worsted stuff manufacturers, bleachers and dyers, makers of vitriol, bleaching and dyeing materials.
6. To carry on the business of manufacturers, producers, processors, printing on jobwork and importers, exporters, buyers, sellers and dealers in all kinds of label, textiles, yarn, fabrics, leather clothes whether synthetic or natural prepared or manufactured from nylon cellulose, viscose, polyester, acrylics, rayon, silk, artificial silk, linen narrow fabrics, cotton, wool, jute, lamp, flex, leather hession and any other fibre or fibre as materials, textile, substances, allied products, by products and substitute for all or any of them and to treat and utilize any waste arising from any such manufacture, production or process and converters of synthetic, artificial and natural and fibre glass into materials like cloth, tapes, ropes, yarns, twines and such other articles as may be conveniently produced or manufactured.
7. To carry on the business of manufacturers, importers, exporters, designers, distributors, suppliers, wholesale and retail dealers of all kinds of embroidery fabrics, embroidery material, embroidery laces, bed linens, fashionable cushion materials table mats and furnishing fabrics, readymade garments, wearing apparels, fashion garments and other international and domestic traded goods and fashion accessories.
8. To carry on the business as manufacturers, traders, buyers, sellers, importers, exporters, distributors, agents, brokers, factor, stockists, commission agents and dealers of all kinds of fabrics, textiles including decorative hand and machine-made readymade garments, fashion garments, carpets, durries, mats, rugs, namdas, blankets, shawls, tweeds, lines, flannels, beds, spreads, quilts, scarfs, belts, tapestry and all other articles of silk, cotton, woolen and worsted materials and all sorts of apparels, dressing materials, mixed, blended products, nylon, polyester, fibres, yarn,

hosiery and mixed fabrics, natural, silk fabrics, and leather garments of all kinds including all kinds of commodities.

9. To carry on in India or elsewhere the business of manufacturing, processing, Producing, dyeing, texturing, colouring, mercerizing, twisting, improving, buying, selling, reselling, importing, exporters, storing, fabricating, developing, marketing, or supplying and to act a broker, trader, agent, C & F agent, distributor, representative, consultant, collaborator, adatia stockists, liasioner, jobworker or otherwise to deal in all types of natural and synthetic yarns and fabrics made of materials such as cotton, flax, hemp, linen, wool, nylon, viscose, ramie, polyester, silk, artsilk, tureen, jute, staple, fibres, cashmilon, filaments, terecotton, comofilaments, acrylics, polynosic, polypropylene, polymide, polymethane, cellulose, dropping, spun or other fibrous substances or any combination thereof.

(B) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE III (A) ABOVE ARE:

1. To process, purchase, buy, sell, import, or export or otherwise deal with the goods or materials either as raw materials or finished goods in connection with the attainment of main objects of the company.
2. To manufacturers buy, sell, exchange, import, alter improve manipulate, prepare and otherwise deal in all or any kind of plant and machinery, tools instruments, materials and things necessary or convenient for carrying on all or' any of the aforesaid business.
3. To establish agencies, appoint or employ representatives distributors, commission agents underwriters either in India or elsewhere for the manufacture, sale, purchase, exchange, hire or distribution, supply or otherwise of the products of the company or for carrying out of any of the aforesaid objects of the company and to regulate and discontinue the same and to provide for the remuneration for such persons for their services by payment in cash or by issue of shares, debentures or other securities of the Company.
4. To acquire by concession, erection, construction, grant, purchase, lease, licence or otherwise, either absolutely or conditionally and either solely or jointly with any person, firm, company, corporation, government or local authority and

buildings, forests, factories, any establishments, offices, workshops, and other privileges, rights and hereditaments and machinery, plants, utensils and all other movable and immovable of any description in India or elsewhere.

5. To promote, establish, improve, develop, administer, own and run workshops to maintain, repair, refine, manipulate, alter, improve any plants, machinery implements, accessories, appliances, apparatus, tools, goods or things of any description capable of being used by any customer of a person having dealings with the company or commonly dealt in by persons engaged in any such business which may seem capable of being profitably dealt with by the company and to manufacture, import, export, buy, sell or otherwise deal in workshop machinery of all kinds.
6. To buy, sell, manufacture, rent hire, lease or otherwise acquire or dispose of an deal in Machine, Machine tools, jigs, Tools and Dies, instruments, equipment and appliances implements, conveniences provisions and all other things capable of being used in connection with the business of the company or required by the workmen and other employees of the Company.
7. To carry on import and export business in any or all types of goods, stuffs and things, plants and machinery, equipment tools, apparatus, raw materials and components, which this company is authorised to manufacture or deal in.
8. To pay out of the funds of the company all costs charges and expenses of and incidental the promotion, formation, registration and establishment of the Company and the issue of its capital and to remunerate or make donations to any person or persons for services rendered or to be rendered in introducing any property of business or technical know-how to the company or to any other persons that the company may deem fit.
9. To expend money in experimenting upon and testing and improving or securing any process or processes, patent, research or product developments or protecting any interim or inventions which the Company may, acquire or propose to acquire or deal with.
10. To apply for, purchase or otherwise acquire and obtain any patents, Brevents of invention, licences, permissions, trademarks, concessions, processes and the like

conferring and exclusive or limited right (either in point of time or otherwise) to use the same or any secret or other information as to any invention which may seem capable of being used for any purpose of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, develop or grant licences in respect of or otherwise turn to account any such patents, inventions, licences, permissions, concessions, processes and the like and the information so required.

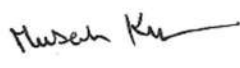


11. To train or to pay for the training in India or abroad of any apprentice, technical or professional hand, skilled or unskilled labour or any other person, either in the present or likely to be in employment of or likely to be engaged in rendering any service to the company, its customers or associates, which training of the Company is likely to benefit the Company in its day to day working knowledge, management, administration including research either in the field or in the laboratories.
12. To establish maintain, subscribe to or subsidise or become member of training institutes and experimental workshops for scientific and technical research and experiments and to encourage promote and award scholarships, grants to any employee, workman or otherwise reward studies, researches, investigations requirements, tests and inventions of any kind that may be considered likely to help the achievements of any of the objects or assist any business which the Company is authorised to carry on.
13. To raise or receive money in deposits at interest or otherwise borrow or overdraw from banks, firms, companies, corporations, Government or Private parties of form any securities, municipal or local in such manner as the company may think fit and in particular by issue of shares, debentures or other securities including those convertible into shares of this or any other company and as securities for any such money so borrowed, raised or received to mortgage, pledge, hypothecate or charge the whole or any part of the property, assets or revenue of the company present or future including its uncalled capital by special assignment or otherwise to convey or transfer the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, reduce to pay off any securities.

14. To draw, accept, make endorse discount and negotiate promissory notes, hundies, bills of lading, bills of exchange and other negotiable instruments connected with the business of the Company.
15. To lend money to such persons and on such terms may seem expedient and in particular to members of the staff, customers and others having dealings with the company and to guarantee performance of the contracts by any such persons, but not to do the business of banking within the meaning of the Banking Regulations Act, 1949.
16. To make advance of such sum or sums, or sums of money upon or in respect of or for rendering or any service to the company, purchase of raw materials, goods, machinery, stores or any other property, articles and things required for the purpose of the Company upon such terms with or without security as the company may deem expedient.
17. To create any reserve fund, sinking fund, insurance fund or any other special funds whether for depreciation or for repairing, improving, extending or maintaining any other purpose conducive to the interests of the Company.
18. To give guarantee for the payment or for the performance of any obligation or undertaking and to pay or receive earnest money or security deposit for execution of any contract of or for obtaining any contract for the company.
19. To enter into partnership or into any arrangement for sharing profit, amalgamation, union of interests, co-operation, joint adventure reciprocal concession or otherwise at any Place in this country or elsewhere with any persons, corporation, firm or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in as aforesaid which may seem capable of being carried on or conducted so as directly or indirectly to benefit the company and to lend money to or to guarantee contracts of or otherwise assist such person, firm or company and to place, take of otherwise acquire and hold shares or securities of any such person, firm or company, and to sell, hold, release with or without guarantee or otherwise deal with the same.

20. To acquire, construct and maintain factories, metal plants, establishments, works buildings and erections, for carrying out all or any of the objects aforesaid and to acquire or make or manufacture plant, machinery, implements and articles required to be used for any such purposes and to carry on as principals or agents any branch of manufacture or business for which company's properties may be conveniently applicable consistently with all or any of the objects.
21. To distribute all or any of the Properties of the Company amongst the members in special kind upon winding up.
22. To promote and form and to be interested in and to take hold and dispose of any shares in any subsidiary or other companies, for all or any of the objects mentioned above and to transfer to any such company any property of this Company and to take or otherwise acquire, hold and dispose shares, debentures and other securities in or of any such company and to subsidise or otherwise assist such company.
23. To make donations, or give subscriptions, to charities Private and Public or Private trusts or Societies or for other useful objects and to establish and support or aid in the establishment and support of associations, institutions, or provident, pension, loan or other funds for the benefit of the staff and employees or ex-employees of the company and of their wives, widows, children and dependents and to contribute towards the premium on any insurance on the lives of any such staff or employees and to grant pensions, gratuities or other financial assistance either temporary or permanent, to any such staff or employees or their wives, widows, children or dependents upon such terms and conditions as may be deemed expedient.
24. To procure the incorporation or the recognition of the company in any country, State or place and to establish and regulate agencies for the purpose of the Company's business and to apply or join applying to any Parliament Government, local municipal or other authorities and bodies of any foreign state for any acts of Parliament, laws, decrees, concessions, orders, rights or privileges that may seem Conductive to the company's interests.
25. To improve, manage, work, develop, lease, mortgage, abandon or otherwise deal with all or any part of the properties, rights and concessions of the Company.

26. To enter into contract with and take up indents from any person, individual, firm or company either in cash or by shares of this company or partly in shares and partly in cash or otherwise and to give shares or stocks of this Company in exchange for shares or stocks of any other company.
27. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or securities of any other company having objects altogether or in part similar to those of this company.
28. To amalgamate with any company or companies having objects altogether or in part similar to those of this company.
29. To do all such other things as are incidental or conducive to the attainment of the objects or any of them or which may conveniently be carried on and done in connection therewith or which may be calculated directly or indirectly to reserve or enhance the value of or render profitable or Marketable any business or property of the Company.
30. To insure the whole or any part of the property of the company either fully or partially to protect and indemnify the company from liability or loss in any support either fully or partially and also to insure and to protect and indemnify and part of. portion thereof either or mutual principle or otherwise.
- IV.** The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V.** The Authorised Share capital of the Company is Rs. 5,00,000 (Rupee Five lakh Only) divided into 50,000 (Fifty Thousand) equity shares of Rupee 10/- (Ten Only) each.

We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

Sr No	Name, Address, Descriptions Occupations and Signature of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature	Name and Signature of the witness and their Address, Description, Occupation
1	Mukesh Kumar Bhimsaria S/o Sant Kumar Bhimsaria, A-601, Raghuvir Shell, Dumas Road, Magdalla, Surat – 395007, Gujarat, India. Business	5,000 (Five Thousand)		 Common witness to Both the subscribers Anup Kumar Agrawal S/o Shrawan Agrawal Office No. 2&3, First Floor, White House, VIP Road, Vesu, Surat - 395007, Gujarat, India. Chartered Accountant M. No. 119218
2	Mahesh Kumar Bhimsariya S/o Sant Kumar Bhimsaria B-505, Poddar Avenue, Opp. Agriculture Farm, Ghod Dod Road, SVR College, Surat 395001, Gujarat, India. Business	5,000 (Five Thousand)		
	Total	10,000 (Ten Thousand)		

Date: 18/04/2022

Place: Surat

**TABLE F AS NOTIFIED UNDER SCHEDULE I OF THE
COMPANIES ACT, 2013
IS APPLICABLE TO THE COMPANY
ARTICLE OF ASSOCIATION
OF
SHRIJAY POLY COT PRIVATE LIMITED
[Company Limited by shares]
Interpretation**

1) In these regulations-

(a) "the Act" means the Companies Act, 2013,

(b) "the seal" means the common seal of the company.

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

(3) private company" means a company having a minimum paid-up share capital as may be prescribed from time to time under Companies Act, 2013, and which by its articles

- (i) restricts the right to transfer its shares;
- (ii) except in case of One Person Company, limits the number of its members to two hundred:

Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member:

Provided further that—

- (A) persons who are in the employment of the company; and
- (B) persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased, shall not be included in the number of members; and
- (iii) prohibits any invitation to the public to subscribe for any securities of the company;

Share Capital and Variation of rights

1. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
2. i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,-
 - (a) one certificate for all his shares without payment of any charges; or
 - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders

3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.

4. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
5. i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

Lien

9. (i) The company shall have a first and paramount lien-
- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

10. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made-

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on Shares

13.(i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

16.(i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

17.(i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board-

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of Shares

19. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20. The Board may, subject to the right of appeal conferred by section 58 decline to register-

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the company has a lien.

21. The Board may decline to recognise any instrument of transfer unless-

(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

Transmission of Shares

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares

(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either-

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

Forfeiture of shares

27. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
28. The notice aforesaid shall-
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
 - (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

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

Alteration of Capital

34. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
35. Subject to the provisions of section 61, the company may, by ordinary resolution,-
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
36. Where shares are converted into stock,-
- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:
Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
 - (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
 - (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

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

Capitalisation of profits

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

- 39.(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall-
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power-
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
- (iii) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

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

General meetings

41. All general meetings other than annual general meeting shall be called extraordinary general meeting.
- 42.(i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

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

Proceedings at general meetings

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

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

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

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

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

Adjournment of meeting

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

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

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

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

Voting rights

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares,-

(a) on a show of hands, every member present in person shall have one vote; and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

50. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

51. 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.

52. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid

54. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
56. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
57. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Director

58. THE FIRST DIRECTORS OF THE COMPANY ARE
- 1) MUKESH KUMAR BHIMSARIA.
 - 2) MAHESH KUMAR BHIMSARIYA.
59. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them-
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or

(b) in connection with the business of the company.

60. The Board may pay all expenses incurred in getting up and registering the company.
61. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
62. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
63. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
64. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.
- (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

Proceedings of the Board

65. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
66. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

67. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
68. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
69. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
70. (i) A committee may elect a Chairperson of its meetings.
(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
71. (i) A committee may meet and adjourn as it thinks fit.
(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
72. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

73. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

74. Subject to the provisions of the Act,-

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

(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

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

The Seal

76. i) The Board shall provide for the safe custody of the seal.

(ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

Dividends and Reserve

77. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
78. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
79. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.
- (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
80. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.
- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
81. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

82. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
83. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
84. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
85. No dividend shall bear interest against the company.

Accounts

86. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

Winding up

87. Subject to the provisions of Chapter XX of the Act and rules made thereunder-
- (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.




(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

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

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

Sr No	Name, Address, Descriptions Occupations and Signature of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature	Name and Signature of the witness and their Address, Description, Occupation
1	Mukesh Kumar Bhimsaria S/o Sant Kumar Bhimsaria, A-601, Raghuvir Shell, Dumas Road, Magdalla, Surat – 395007, Gujarat, India. Business	5,000 (Five Thousand)		 Common witness to Both the subscribers Anup Kumar Agrawal S/o Shrawan Agrawal Office No. 2&3, First Floor, White House, VIP Road, Vesu, Surat - 395007, Gujarat, India. Chartered Accountant M. No. 119218
2	Mahesh Kumar Bhimsaria S/o Sant Kumar Bhimsaria B-505, Poddar Avenue, Opp. Agriculture Farm, Ghod Dod Road, SVR College, Surat 395001, Gujarat, India. Business	5,000 (Five Thousand)		
	Total	10,000 (Ten Thousand)		

Place: Surat

Date: 18/04/2022



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that SHRIJAY SYNTHETICS PRIVATE LIMITED is incorporated on this Twenty third day of April Two thousand twenty-two under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U17299GJ2022PTC131338.

The Permanent Account Number (PAN) of the company is **ABICS3515Q** *

The Tax Deduction and Collection Account Number (TAN) of the company is **SRTS27258A** *

Given under my hand at Manesar this Twenty third day of April Two thousand twenty-two .



Digital Signature Certificate
PANKAJ SRIVASTAVA

DEPUTY REGISTRAR OF COMPANIES

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

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

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

SHRIJAY SYNTHETICS PRIVATE LIMITED

BLOCK NO. 477/2, PLOT NO. B - 10, GUJARAT ECO TEXTILE PARK,

PALSANA, SURAT, Surat, Gujarat, India, 394310



* as issued by the Income Tax Department



Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number :24ABICS3515Q1ZX

1.	Legal Name	SHRIJAY POLY COT PRIVATE LIMITED		
2.	Trade Name, if any	SHRIJAY POLY COT PRIVATE LIMITED		
3.	Additional trade names, if any			
4.	Constitution of Business	Private Limited Company		
5.	Address of Principal Place of Business	Building No./Flat No.: Block no 507,508,509,510 Name Of Premises/Building: Shrijay poly cot private limited Road/Street: SISODRA Locality/Sub Locality: SISODRA City/Town/Village: Sisodra Alak District: Navsari State: Gujarat PIN Code: 396475		
6.	Date of Liability			
7.	Date of Validity	From	03/01/2024	To Not Applicable
8.	Type of Registration	Regular		
9.	Particulars of Approving	Gujarat Goods and Services Tax Act, 2017		
Signature		Signature valid Digitally signed by JS GOODS AND SERVICES TAX NETWORK Date: 2024.01.29 19:26:25 IST		
Name		JYOTIKABEN KRUNALKUMAR JOSHI		
Designation		State Tax Officer		
Jurisdictional Office		Ghatak 68 (Surat)		
Date of issue of Certificate		29/01/2024		
Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.				

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 29/01/2024 by the jurisdictional authority.



Goods and Services Tax Identification Number: 24ABICS3515Q1ZX

Details of Additional Place of Business(s)

Legal Name SHRIJAY POLY COT PRIVATE LIMITED

Trade Name, if any SHRIJAY POLY COT PRIVATE LIMITED

Additional trade names, if any

Total Number of Additional Places of Business(s) in the State 0





Goods and Services Tax Identification Number: 24ABICS3515Q1ZX

Legal Name SHRIJAY POLY COT PRIVATE LIMITED

Trade Name, if any SHRIJAY POLY COT PRIVATE LIMITED

Additional trade names, if any

Details of Managing / Whole-time Directors and Key Managerial Persons

1		Name	MUKESH KUMAR BHIMSARIA
		Designation/Status	DIRECTOR
		Resident of State	Gujarat
2		Name	MAHESH KUMAR BHIMSARIYA
		Designation/Status	DIRECTOR
		Resident of State	Gujarat



सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

RoC Bhavan, Opp Rupal Park Society Behind Ankur Bus Stop, Ahmedabad, Gujarat, India, 380013

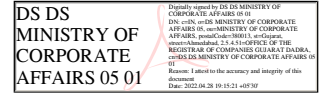
Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U17299GJ2022PTC131338

I hereby certify that the name of the company has been changed from SHRIJAY SYNTHETICS PRIVATE LIMITED to SHRIJAY POLY COT PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name SHRIJAY SYNTHETICS PRIVATE LIMITED.

Given under my hand at Ahmedabad this Twenty eighth day of April two thousand twenty-two.



MANOJA KUMAR SAHU

Registrar of Companies

RoC - Ahmedabad

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

SHRIJAY POLY COT PRIVATE LIMITED

BLOCK NO. 477/2, PLOT NO. B - 10, GUJARAT ECO TEXTILE PARK, PALSANA, SURAT,
Surat, Gujarat, India, 394310



SHRIJAY POLY COT PRIVATE LIMITED

REGISTERED OFFICE: BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE
PARK, PALSANA, SURAT, GUJARAT, INDIA, 394310

CIN: U17299GJ2022PTC131338

CONTACT: 9998230001

EMAIL: mukesh12213@gmail.com



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD
OF DIRECTORS OF SHRIJAY POLY COT PRIVATE LIMITED DULY CONVENED AND HELD
ON 02/08/2024, FRIDAY, 03.00 PM AT BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT
ECO TEXTILE PARK, PALSANA, SURAT, GUJARAT, INDIA, 394310

"RESOLVED THAT the Company do seek admission of the Company's securities in the
Depository system of National Securities Depository Limited to dematerialize the
certificates of the shareholders of the Company who may wish to do so".

"RESOLVED FURTHER THAT the Company appoints SAG INFOTECH PRIVATE LIMITED as
the Registrar & Transfer Agent (RTA) for the Depository upon such terms and conditions
as may be approved".

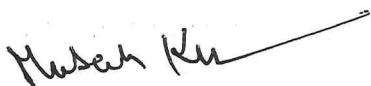
"RESOLVED FURTHER THAT Mr. Mahesh Kumar Bhimsariya and/or Mr. Mukesh Kumar
Bhimsaria, Director of the company be and are hereby severally authorized to do all
such acts and deeds as may be required and to sign all such papers and documents as
may be necessary to implement the decision".

Signature of authorized persons:

Sr. No.	Name of the Authorized Signatory	Designation	Specimen Signature
1.	Mahesh Kumar Bhimsariya	Director	
2.	Mukesh Kumar Bhimsaria	Director	

The resolution was passed unanimously.

Certified True Copy



Mukesh Kumar Bhimsaria

Director

DIN: 00547287



CA ANUP KUMAR AGRAWAL
M.Com, FCA

ANUP K AGRAWAL AND ASSOCIATES

CHARTERED ACCOUNTANTS

2 & 3, 1st Floor, White House, VIP Road, Vesu, Surat-395007
Phone: +91 261 2215140, 2218140 Mobile: +919909914140

CA NEHA TENIWAL
B. Com, ACA

NETWORTH CERTIFICATE

This is to certify that Networth of **SHRIJAY POLY COT PRIVATE LIMITED** having Corporate Identification No_ **U17299GJ2022PTC131338** and having its registered office address at **BLOCK NO. 477/2, PLOT NO. B - 10 GUJARAT ECO TEXTILE PARK, PALSANA, SURAT, GUJARAT, INDIA, 394310** has been calculated as under

NETWORTH AS ON 31/03/2023

Particulars	Amount (in Rs.)
Paid up Capital	1,00,000
Add: Reserve & Surplus	1,480
Less: Accumulated losses, if any	0.00
Less: Miscellaneous Expenditure	0.00
Total Networth	1,01,480

Book Value per share (in Rs.)	
<i>Total Networth / Total number of outstanding shares</i>	Rs. 10.15

This is to certify that the above-mentioned information is true to the best of my knowledge and belief, according to the books and documents produced before me for verification.

For Anup K Agrawal and Associates
Chartered Accountants
F.R. No.: 126276W

CA Anup Kumar Agrawal
Partner
M. No.: 119218

Date: 07/08/2024
Place: Surat
Unique Document Identification Number (UDIN): 24119218BKALGC8314

SHRIJAY POLY COT PRIVATE LIMITED
URN : 0500124234456674

Date: 21/08/2024

To,
The Managing Director
National Securities Depository Limited
4th floor, Trade World, A Wing
Kamala Mills Compound,
Senapati Bapat Marg,
Lower Parel,
Mumbai-400013

Dear Sir,

This is in connection with our application for admitting our securities on National Securities Depository Ltd. (NSDL) to enable our shareholders to hold their shares in dematerialised form

We hereby undertake that once the shares are admitted in NSDL depository system, all the transactions in the shares in demat form, will be conducted in accordance with the provisions of The Depositories Act, 1996 and SEBI (Depositories and Participants) Regulations, 1996 and Bye Laws & Business Rules of NSDL. So long as the Company is a Private Limited Company, the Company covenants and takes full responsibility for (i) any transfer of shares in violation of the restrictions on transfer and lien on shares as incorporated in the Articles of Association and (ii) if the number of members of the Company exceeds 200 due to transfer of shares.

The Company agrees and undertakes to indemnify and keep indemnified and harmless NSDL, its Directors and employees, from and against any and all liabilities resulting from claims, demands, penalties, suits and judgements and all costs, charges and expenses relating thereto as a result of a breach by the Company of its covenants as stated hereinabove.

Yours faithfully,
For SHRIJAY POLY COT PRIVATE LIMITED

Name of Agent: SAG INFOTECH PRIVATE LIMITED
URN: 0500124234456674

Confirmation letter for appointment as R & T Agent

Date: 21/08/2024

To,
The Managing Director
National Securities Depository Limited
4th floor, Trade World, A Wing
Kamala Mills Compound,
Senapati Bapat Marg,
Lower Parel,
Mumbai-400013

Dear Sir,

We hereby confirm that we have been appointed as R&T Agent [Business Partner ID (BP ID) allocated by NSDL IN IN201021] by SHRIJAY POLY COT PRIVATE LIMITED for providing:

Single Point Connectivity (Physical + Electronic) **Please select**
Only Electronic Connectivity **X**

We also confirm that the physical certificates for the purpose of dematerialisation should be forwarded to the following address: -

Particulars	Details		
Name of Organisation :	SHRIJAY POLY COT PRIVATE LIMITED		
Name of Contact Person :	MUKESH KUMAR BHIMSARIA		
Designation of Contact Person :	DIRECTOR		
Address Line 1 :	Block No. 477/2, Plot No. B - 10		
Address Line 2 :	Gujarat Eco Textile Park		
Address Line 3 :	Palsana (Surat)		
City :	SURAT	PIN :	394315
State :	gujarat	Country :	India
Phone – 1 :	9998230001	Phone – 2 :	
Email ID :	mukesh12213@gmail.com		

Yours faithfully,
SAG INFOTECH PRIVATE LIMITED
Signature of Authorised Signatory

Name:

Designation:

Place:

Stamp:

TERMS AND CONDITIONS

By downloading, signing, and uploading the set of documents provided by NSDL (National Securities Depository Limited) for the purpose of onboarding and issuance of ISINs, the Issuer acknowledges and agrees to the following terms and conditions:

1. **Accuracy and Completeness of Documents:** The Issuer affirms that all documents shared with NSDL during the onboarding process are true, accurate, complete, and valid. The Issuer bears full responsibility for any errors, omissions, or misrepresentations in the provided documents.
2. **Document Verification by NSDL:** NSDL has the right to review, verify, and authenticate the documents shared by the Issuer. The approval of documents by NSDL does not absolve the Issuer of any liability arising from the accuracy or legitimacy of the information contained therein.
3. **Document Integrity:** The Issuer shall ensure that the set of documents downloaded from NSDL is the same set of documents originally shared and approved by NSDL. Any tampering, alteration, or modification of the documents is strictly prohibited and may result in the rejection of the application or legal consequences.
4. **Digital Signature Certificate (DSC):** The Issuer shall affix a valid and legally recognized digital signature to the downloaded set of documents. The DSC shall accurately represent the identity of the Issuer and shall be issued by a trusted certification authority.
5. **Non-Disclosure of Sensitive Information:** The Issuer understands and agrees that the set of documents provided by NSDL may contain sensitive and confidential information. The Issuer shall maintain strict confidentiality and shall not disclose or share such information with any unauthorized third parties.
6. **Compliance with Applicable Laws:** The Issuer shall comply with all applicable laws, regulations, and guidelines governing the onboarding process, issuance of ISINs, and use of NSDL services. Any violation of legal requirements may result in the rejection of the application, termination of services, or legal consequences.
7. **Indemnification:** The Issuer agrees to indemnify, defend, and hold NSDL, its officers, employees, and agents harmless from any claims, liabilities, losses, damages, costs, or expenses (including legal fees) arising out of or related to the Issuer's actions, omissions, or non-compliance with these terms and conditions.
8. **Modification of Terms:** NSDL reserves the right to modify, amend, or update these terms and conditions at any time without prior notice. It is the responsibility of the Issuer to review and comply with the most recent version of the terms and conditions available on NSDL's official website.
9. **Governing Law and Jurisdiction:** These terms and conditions shall be governed by and construed in accordance with the laws of Mumbai. Any disputes or claims arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Mumbai.

By downloading, signing, and uploading the set of documents, the Issuer acknowledges having read, understood, and agreed to be bound by these terms and conditions.

DATED this _____ day of _____, 20.

[Issuer's Name]

[Issuer's Designation/Title]

[Issuer's Company/Organization]

Signature: _____

(For and on behalf of the Issuer)