

**SEEPZ SPECIAL ECONOMIC ZONE  
ANDHERI (EAST), MUMBAI.**

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**AGENDA FOR  
MEETING OF THE APPROVAL COMMITTEE FOR  
SEEPZ-SEZ**

VENUE : Through Video Conferencing on Webex Application

DATE : 24<sup>th</sup> February, 2022

TIME : 11.30 A.M.

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**MEETING OF THE APPROVAL COMMITTEE FOR SEEPZ-SEZ  
UNDER THE CHAIRMANSHIP OF DEVELOPMENT  
COMMISSIONER, SEEPZ-SEZ ON 24<sup>th</sup> FEBRUARY, 2022.**

**INDEX**

<b>Agenda Item No.</b>	<b>Subject</b>
Agenda Item No.01	Confirmation of Minutes of the last meeting held on 31.01.2022
Agenda Item No.02	Application for merger of UOA of M/s. KBS Creation Unit II into M/s. KBS Creation Unit-I and projection for remaining period of 4 years on merger
Agenda Item No.03	Application for Change of Company Name with Change in the directors and Shareholding Pattern of M/s. Aschance Analytical India Pvt Ltd.
Agenda Item No.04	Application for Change of Entrepreneurship and Transfer of assets and liabilities of M/s. Saumy Jewels Pvt. Ltd.
Agenda Item No.05	Monitoring of Performance- M/s. Sini Raj Jewels
Agenda Item No.06	Action proposed against the Unit M/s. Sini Raj Jewels, under Rule 54 (2) of the SEZ Rules, 2006 for violation of Section 19 (a) of the SEZ Act, 2005 and Rule 22, Rule 34, Rule 36, Rule 47 (1) & Rule 48 of the SEZ Rules, 2006.
Agenda Item No.07	Monitoring of Performance- M/s. Indus Valley Partners (India) Pvt Ltd.
Agenda Item No.08	Monitoring of Performance- M/s. Media Net Software Services India Pvt Ltd.
Agenda Item No.09	Monitoring of Performance- M/s. Micro Components
Agenda Item No.10	Action proposed against the Unit M/s. Omega Products Private Limited, under Rule 54 (2) of the SEZ Rules, 2006 for violation of Section 19 (a) of the SEZ Act, 2005 and Rule 22, Rule 34, Rule 36, Rule 47 (1) & Rule 48 of the SEZ Rules, 2006.

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107053/2022/SEZ

**MINUTES OF THE MEETING OF TRI-TA-ROVAL COMMITTEE FOR THE SEZ ZONE UNDER THE CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER ON 31<sup>st</sup> Jan, 2022 THROUGH VIDEO CONFERENCING.**

1. Name of the SEZ : SHEPZ-SEZ
2. Meeting No. : 158<sup>th</sup>
3. Date : 31<sup>st</sup> January, 2022

**Members Present:**

- |   |   |
|---|---|
| 1. Shri. C. R. S. Chaudhari<br>Jt. Development Commissioner | Member<br>SHEPZ-SEZ   |
| 2. Shri. Dilip K Shinde<br>Asstt. Commissioner Income Tax   | Nominee of Income Tax Office, Kalyan,<br>Bhawan, Bandra, Mumbai |
| 3. Shri. D. T. Parate<br>Dy. OGP                            | Nominee of the DGP, Mumbai                                      |
| 4. Shri. Mahendra Rathod<br>Asstt. Commissioner, Customs    | Nominee of Commissioner of Customs,<br>Air Cargo, Sahar.        |
| 5. Shri. T.N. Khandekar<br>Dy. Director                     | Nominee of Directorate of Industries<br>Mumbai                  |
| 6. Shri. Indrajeet Deshmukh<br>Field Officer                | Nominee of JPCR, Mumbai   |

**Special Invitees:**

1. Shri. Anil Gaundkary, Specified Officer, SHEPZ SEZ

Smt. Bridget Joe, EA to DC, Smt. Reha Nair, Assistant and Shri. S. S. Kumar, UDC also attended for assistance and smooth functioning of the meeting.

**Agenda Item No. 01:-**

**Confirmation of the Minutes of the 158<sup>th</sup> Meeting held on 30.12.2021.**

The Minutes of the meeting held on 30.12.2021 were confirmed with consensus.



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**Agenda Item No. 02 :- Application for Installation of solar panel at their building terrace of M/s. Elegant Collection**

The unit had submitted the application for Installation of solar panel at their building terrace.

**Decision:- After deliberation, the Committee approved the proposal for Installation of solar panel at their building terrace subject to:-**

- i. They will not avail any tax benefit in this proposal of solar power generation plant.
- ii. The solar energy will be consumed exclusively for their own operation within their SEZ unit premises and not be supplied or sold to any other units.

**Agenda Item No. 03 :- Application for Change in Shareholding Pattern and Change of Directors of the Company of M/s. Western Outdoor Interactive Pvt Ltd., Unit-I**

The unit had submitted the application for Change in Shareholding Pattern and Change of Directors of the Company:-

**The details of before Change of Shareholding pattern of the company:-**

Sr No.	Name of Shareholder	No. of Equity Shares	Shareholding %
1	Global Eagle Entertainment GmbH	22972	99.99%
2	Mr. Vishal Chhabria	1	0.01%
Total		22973	100%

**The details of after Change of Shareholding pattern of the company:-**

Sr No.	Name of Shareholder	No. of Equity Shares	Shareholding %
1	Global Eagle Holdings GmbH	22972	17.02%
2	GEE Foreign Holding LLC	112,000	82.98%
3	Mr. Vishal Chhabria	1	0.01%
Total		134,973	100%

**LIST OF DIRECTORS**

Sr. No.	List of Directors before Change in Shareholding Pattern as on 31.03.2018		List of Directors after Change in Shareholding Pattern as on date	
	Name of Director	Designation	Name of Director	Designation
1	Amit Shah	Director	Vishal Mohan Chhabria	Director
2	Stephen Daryl Chu	Director	Suresh Padmanaban	Director
3	Daniel Girard	Director		

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*[Handwritten Signature]*  
11/04/22

**Decision:-** After deliberation, the Committee approved the proposal for Change in Shareholding Pattern and Change of Directors of the Company in terms of Instruction no. 109 dt. 18.10.2021.

**Agenda Item No. 04 :-** Application Change in Shareholding Pattern and Change of Directors of the Company of M/s. Western Outdoor Interactive Pvt Ltd., Unit-II

The unit had submitted the application for Change in Shareholding Pattern and Change of Directors of the Company:-

The details of before Change of Shareholding pattern of the company:-

Sr No.	Name of Shareholder	No. of Equity Shares	Shareholding %
1	Global Eagle Entertainment GmbH	22972	99.99%
2	Mr. Vishal Chhabria	1	0.01%
Total		22973	100%

The details of after Change of Shareholding pattern of the company:-

Sr No.	Name of Shareholder	No. of Equity Shares	Shareholding %
1	Global Eagle Holdings GmbH	22972	17.02%
2	GEE Foreign Holding LLC	112,000	82.98%
3	Mr. Vishal Chhabria	1	0.01%
Total		134,973	100%

#### LIST OF DIRECTORS

Sr. No.	List of Directors before Change in Shareholding Pattern as on 31.03.2018		List of Directors after Change in Shareholding Pattern as on date	
	Name of Director	Designation	Name of Director	Designation
1.	Amit Shah	Director	Vishal Mohan Chhabria	Director
2.	Stephen Daryl Chu	Director	Suresh Padmanaban	Director
3.	Daniel Girard	Director		

**Decision:-** After deliberation, the Committee approved the proposal for Change in Shareholding Pattern and Change of Directors of the Company in terms of Instruction no. 109 dt. 18.10.2021.

*[Signature]*  
11/04/22



**Agenda Item No. 05 :- Application for Broad Banding of Items of M/s. Rosy Blue (India) Pvt Ltd.,**

The unit had submitted the application for Broad Banding of Items:-

Sr. No.	Description of the items to be newly manufactured	Proposed Capacity [Pieces]	ITC (HS) Classification
01	Import of Semi-Polished Diamonds Natural and for making Final Cut and Polished Diamonds	75000.00	71023910
02	Import of Semi-Finished Synthetic Diamonds for Making Final Cut and Polished Diamonds	25000.00	70149010

**Decision** After deliberation, the Committee approved the proposal for Broad Banding of items and the committee also directed:-

- The Unit to maintain the separate record for broad banding items.
- The Specified Officer to ensure proper process by way of examination of goods and records and submit the report in case of difficulty in implementation.

**Agenda Item No. 06 :- Application for Broad banding of Items with revised projection remaining period of 2 years i.e. 2021-22 to 2022-23 of M/s. Steckbeck Jewellery Pvt Ltd., Service Unit**

The unit had submitted the Application for broad banding of Items with revised projection remaining period of 2 years i.e. 2021-22 to 2022-23:-

Sr. No.	Description of the items to be newly manufactured	Proposed Capacity (PCS)	ITC (HS) Classification
01	Studded Gold Jewellery	25000.00	71131930
02	Plain Gold Jewellery	20000.00	71131910
03	925 Silver Studded Jewellery	20000.00	71131120
04	925 Silver Plain Jewellery	10000.00	71131130
05	PT 950 Plain Platinum & Palladium Jewellery	10000.00	71131950
06	PT 950 Platinum & Palladium Studded Jewellery	5000.00	71131990
07	Stainless Steel & Titanium Plain & Studded Jewellery	5000.00	71179090
08	Copper Alloy and Brass Plain & Studded Jewellery	5000.00	71179090
09	Cobalt Plain & Studded Jewellery	5000.00	71179090

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*[Signature]*  
11/04/22

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**Revised projection for remaining period of 2 years i.e. 2021-22 to 2022-23:-**

Sl. No.		Existing of 5 years (apprd.) 2018-19 to 2022-23	Existing of 2 years (-apprd.) 2021-22 to 2022-23	Revised Proposed period of 2 years 2021-22 to 2022-23 US\$ (Rs. 74.50)	
		Rs. In Lakhs	Rs. In Lakhs	Rs. In Lakhs	US\$000
1.	FOB value of exports	804.34	376.71	6376.71	8559.34
2.	Import of Machinery	200	77.11	75	100.67
3.	Import of Raw Material and components	-	-	6000	8053.52
4.	Import of Spares & Consumables	44.80	18.57	21.28	28.56
5.	Unused Jewellery for Repair/Remaking Return	-	-	-	-
6.	Repatriation of dividends and profits to foreign collaborates	-	-	-	-
7.	Royalty	-	-	-	-
8.	Lumpsum Know how fee	-	-	-	-
9.	Design & Drawing fees	-	-	-	-
10.	Payment of foreign technicians	-	-	-	-
11.	Payment on training of Indian tech. abroad	-	-	-	-
12.	Commission on export	-	-	-	-
13.	Foreign Travel	5	2	0.00	0.00
14.	Amount of interest to be paid on ECB	-	-	-	-
15.	Any other payment	5	2	0.00	0.00
16.	<b>Total (2 to 15)</b>	<b>254.80</b>	<b>100.28</b>	<b>6096.28</b>	<b>8182.92</b>
17.	<b>NFE (1-16)</b>	<b>549.54</b>	<b>276.43</b>	<b>280.43</b>	<b>376.42</b>

**Decision :-** After deliberation, the Committee deferred the proposal for Broad banding of Items with revised projection remaining period of 2 years i.e. 2021-22 to 2022-23 and the Committee also directed:-

- The unit to re-submit the proposal as the items of broad banding are not under covered under the LOA issued to them for service activity. The said proposal to be re-examined by Specified Officer before submitting to Approval Committee.

**Agenda Item No. 07:-** Monitoring of Performance of M/s. Datamatics Global Services Ltd., Unit-II

The unit had submitted the APR for the period 2019-20 duly certified by Chartered Accountant. The export and import data for the period 2019-20 was retrieved from NSDL for cross verification with data submitted by them in the APR and same is found satisfactory.

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11/02/22



*Decision :-After deliberation, the Committee noted the performance of the unit for the period 2019-20 as the unit has achieved positive NFE in terms of Rule 54 of SEZ Rules, 2006.*

**Agenda Item No. 08:-Action proposed against the Unit M/s. Portescap India Pvt.Ltd (DC Motors), under Rule 54 (2) of the SEZ Rules, 2006 for violation of Section 30 (a) of the SEZ Act, 2005 and Rule 22, Rule 34, Rule 36, Rule 47 (1) & Rule 48 of the SEZ Rules, 2006.**

*Decision:- After deliberation, the Committee directed the Specified Officer to initiate action against the Unit, under FTDR Act for violation of provisions of Section 30 (a) of the SEZ Act, 2005 and Rule 22, Rule 34, Rule 36, Rule 47 (1) & Rule 48 of the SEZ Rules, 2006.*

**Agenda Item No. 09:- Monitoring of Performance of M/s. Minal Infojewels Ltd.-II**

The unit had submitted the APR for the period 2019-20 duly certified by Chartered Accountant. The export and import data for the period 2019-20 was retrieved from NSDL for cross verification with data submitted by them in the APR and same is found satisfactory.

*Decision :-After deliberation, the Committee noted the performance of the unit for the period 2019-20, as the unit has achieved positive NFE in terms of Rule 54 of SEZ Rules, 2006 and the Committee also directed the Specified Officer to process the file for early adjudication of pending SCNs.*

**Agenda Item No. 10:- Monitoring of Performance of M/s. E-Emphasys System Pvt Ltd.**

The unit had submitted the APR for the period 2020-21 duly certified by Chartered Accountant. The export and import data for the period 2020-21 was retrieved from NSDL for cross verification with data submitted by them in the APR and same is found satisfactory.

*Decision :- After deliberation, the Committee noted the performance of the unit for the period 2020-21, as the unit has achieved positive NFE in terms of Rule 54 of SEZ Rules, 2006.*

**Agenda Item No. 11:- Monitoring of Performance of M/s. Ruchira Exports Pvt Ltd.**

The unit had submitted the APR for the period 2019-20 duly certified by Chartered Accountant. The export and import data for the period 2019-20 was retrieved from NSDL for cross verification with data submitted by them in the APR and same is found satisfactory.

*Decision :-After deliberation, the Committee noted the performance of the unit for the period 2019-20, as the unit has achieved positive NFE in terms of Rule 54 of SEZ Rules, 2006.*

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**Agenda Item No. 12:- Monitoring of Performance of M/s. Interlink Jewellery Services**

The unit had submitted the APR for the period 2016-17 to 2019-20 duly certified by Chartered Accountant. The export and import data for the period 2016-17 to 2019-20 was retrieved from NSDL for cross verification with data submitted by them in the APR.

***Decision :-After deliberation, the Committee deferred the proposal for the period 2016-17 to 2019-20, as the APRs were not in accordance to SEZ Rules provisions.***

***The Committee also directed:-***


- i. The Unit to submit the revised APRs for the period 2016-17 to 2019-20.***
- ii. The specified Officer to scrutinize the APRs for the period 2016-17 to 2019-20 and place the agenda in the next Approval Committee Meeting.***

**Agenda Item No. 13:- Monitoring of Performance of M/s. Uni-Design Jewellery Pvt Ltd. Unit-III**

The unit had submitted the APR for the period 2019-20 duly certified by Chartered Accountant. The export and import data for the period 2019-20 was retrieved from NSDL for cross verification with data submitted by them in the APR and same is found satisfactory.

***Decision :-After deliberation, the Committee noted the performance of the unit for the period 2019-20, as the unit has achieved positive NFE in terms of Rule 54 of SEZ Rules, 2006.***

*The meeting concluded with a vote of thanks to the Chair.*

  
**Chairperson-cum-Development Commissioner**

107053/2022/SEZ

## ACTION TAKEN REPORT OF UAC MEETING DATED 24.02.2022

Sr.No.	Name of the Unit	Proposal	Remark
	Confirmation of Minutes of the last meeting held on 31.01.2022	-	-
1	M/s. Elegant Collection	Monitoring Performance	Letter issued to the unit on 11.02.2022
2	M/s. Western Outdoor Interactive Pvt. Ltd. Unit-I	Application for Change in Shareholding Pattern and Change of Directors of the Company of M/s. Western Outdoor Interactive Pvt Ltd., Unit-I	Letter issued to the unit on 11.02.2022
3	M/s. Western Outdoor Interactive Pvt. Ltd., Unit-II	Application Change in Shareholding Pattern and Change of Directors of the Company of M/s. Western Outdoor Interactive Pvt Ltd., Unit-II	Letter issued to the unit on 11.02.2022
4	M/s. Rosy Blue (India) Pvt Ltd.,	Application for Broad Banding of Items of M/s. Rosy Blue (India) Pvt Ltd.,	Letter issued to the unit & Estate Section on 24.01.2022
5	M/s. Strickbeck Jewellery Pvt Ltd. Service Unit	Application for Broad banding of items with revised projection remaining period of 2 years i.e. 2021-22 to 2022-23 of M/s. Strickbeck Jewellery Pvt Ltd. Service Unit	Letter issued to the Unit & Specified Officer on 12.02.2022
6	M/s. Dintamatics Global Services Ltd., Unit-II	Monitoring Performance	Monitoring Noted
7	M/s. Fortescap India Pvt.Ltd (DC Motors)	Action proposed against the Unit M/s. Fortescap India Pvt.Ltd (DC Motors), under Rule 54 (2) of the SEZ Rules, 2006 for violation of Section 30 (a) of the SEZ Act, 2005 and Rule 22, Rule 34, Rule 35, Rule 47 (1) & Rule 48 of the SEZ Rules, 2006	Letter issued to the unit & Specified Officer on 27.01.2022
8	M/s. Minal Infjewels Ltd. -II	Monitoring Performance	Letter issued to the Specified Officer on 12.02.2022
9	M/s. Ruchira Exports Pvt Ltd.	Monitoring Performance	Monitoring Noted
10	M/s. Interlink Jewellery Services,	Monitoring Performance	Letter issued to the Unit & Specified Officer on 12.02.2022
11	M/s. e-Emphasys System Pvt Ltd.	Monitoring Performance	Monitoring Noted
12	M/s. Uni-Design Jewellery Pvt Ltd. Unit-III	Monitoring Performance	Monitoring Noted

**GOVERNMENT OF INDIA**  
**OFFICE OF THE DEVELOPMENT COMMISSIONER,**  
**SEEPZ SPECIAL ECONOMIC ZONE,**  
**ANDHERI (EAST), MUMBAI**  
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**AGENDA NOTE FOR CONSIDERATION OF APPROVAL COMMITTEE**

**a) Proposal: -**

Application for Merger of LOA of M/s. KBS Creation Unit-II into M/s. KBS Creation Unit-I and projection for remaining period of 4 years on merger.

**b) Specific Issue on which decision of AC is required:**

Merger of LOA of M/s. KBS Creation Unit-II., into M/s. KBS Creation Unit-I

**c) Relevant Provisions/Instructions and Orders:**

MOC&I Instruction No. 109 dated 18.10.2021

**d) Other Information:**

M/s. KBS Creations (Unit-I) has requested for **merger of LOA** of KBS Creations Unit-II into M/s. KBS Creations Unit-I, since both units has same kind of jewellery manufacturing activity and same customer base. Also on merger of both the LOA there will be synchronization in production activity, reduction of repetitive production process and improve of overall manufacturing efficiency with saving in cost. Hence they have provided the projections for merger of Unit II into I.

**Following are the submissions :**

There are 2 LOAs in the existing name and the details are as follows :-

Name of the Unit	M/s. KBS Creations Unit-I			M/s. KBS Creation Unit-II
Location	Unit No. 167, 1 <sup>st</sup> Floor SDF-VI, & Unit No. 178, Unit No. 179, Unit No. 182 Basement No. 6, SDF-VI, & Unit No. 3-12, Gems & Jewellery Complex-II			Unit No. 002a Multistored Building
Area	167	820 Sq.mtr		771 Sq.mtr
	178	856 Sq.mtr		
	179	532 Sq.mtr		
	182	820 Sq.mtr		
	BM16	980 Sq.mtr		
	G-12	659 Sq.mtr		
LOA No. & Date	SEEPZ-SEZ/NUS/APL/GJ-24/05-06/11138 dated 19.12.2005 as amended			SEEPZ-SEZ/IA-I/APL/GJ-24/2007-08/2521 dated 25.03.2008 as amended
Item(s) manufacture of	Plain & Studded Gold Jewellery made of Silver and Platinum			Plain & Studded Gold, Silver & Platinum Jewellery etc.
Date commencement of production	of	05.10.2006		28.03.2011
Validity of LOP	31.03.2022 applied for renewal			27.03.2026
Execution of BLUT	Yes			Yes

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Outstanding dues	Rent	NIL	NIL
Labour Dues		NIL	NIL
Validity of Lease Agreement	167 178 179  182  BMT6  G-12	Sub-lease agreement is registered for the period 01.04.2021 to 31.03.2026  Letter sent to the unit on 30.06.2021 pending for adjudication of sub-lease agreement for the period 01.04.2021 to 31.03.2026  Letter sent to the unit on 14.07.2021 pending for adjudication of sub-lease agreement for the period 01.04.2021 to 31.03.2026  Sub-lease agreement is registered for the period 01.04.2021 to 31.03.2026	Sub-lease agreement is registered for 95 years for the period 15.10.2019 to 14.01.2105
Pending CRA Objection, if any		NIL	NIL
Pending Show Cause Notice/ Eviction Order/ Recovery Notice/ Recovery Order issued, if any.		NIL	NIL

**LIST OF PARTNERS AS PER THE PARTNERSHIP DEED EXECUTED ON 01<sup>ST</sup> APRIL, 2020 AND ITS PROFIT SHARING RATIO**

S.R. NO.	NAME OF PARTNERS	% OF PROFIT SHARING RATIO
1	Sh. Sanjay K. Shah	27.50
2	Sh. Kunal Shah	27.50
3	Sh. Nirav Shah	35.00
4	Sh. Siddhant Shah	5.00
5	KBS Jewels Pvt. Ltd.	5.00

**LIST OF PARTNERS AS PER THE ADDENDUM TO PARTNERSHIP DEED EXECUTED ON 01<sup>ST</sup> APRIL, 2021 AND ITS PROFIT SHARING RATIO**

S.R. NO.	NAME OF PARTNERS	% OF PROFIT SHARING RATIO
1	Sh. Sanjay K. Shah	27.50
2	Sh. Kunal Shah	27.40

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3	Sh. Nirav Shah	35.10
4	Sh. Siddhant Shah	5.00
5	KBS Jewels Pvt. Ltd.	5.00

On merger of 2 LOPs the profit sharing ratio and list of Partners executed in the Addendum to Partnership deed of 01.04.2021 would remain unchanged.

**PROJECTIONS OF M/S. KBS CREATIONS UNIT-I IS INDICATED BELOW :-**

Sl. No.	Particulars	Existing 5 years (submitted) 2021-22 to 2025-26		Approved for 1 year 2021-22	
		Rs. In Lakhs	US\$000	Rs. In Lakhs	US\$000
1.	FOB value of exports	308,200.00	428055.56	56,900	79,027.77
2.	Import of Machinery	365.00	506.94	65	90.27
3.	Import of Raw Material and components	76866.50	106759.03	14,191.25	19,710.06
4.	Import of re-making and manufacturing unused/used, new broken jewellery goods	27738.00	38525.00	5,121	7,112.5
5.	Import of Spares & Consumables	1233.00	1712.50	228	316.6
6.	Repatriation of dividends and profits to foreign collaborators	-	-	-	-
7.	Royalty	-	-	-	-
8.	Lumpsum Know how fee	-	-	-	-
9.	Design & Drawing fees	27.50	38.19	-	-
10.	Payment of foreign technicians	51.00	70.83	23	31.94
11.	Payment on training of Indian tech. abroad	40.00	55.56	-	-
12.	Commission on export	2773.60	13,634.31	513.40	713.0
13.	Foreign Travel	154.00	213.89	28	38.88
14.	Amount of interest to be paid on ECB	-	-	-	-
15.	Any other payment	308.00	427.78	57	79.16
16.	<b>Total (2 to 16)</b>	<b>109556.60</b>	<b>152161.94</b>	<b>20,226.65</b>	<b>28,092.56</b>
17.	NFE (1-16)	198643.40	275893.61	36,673.35	50,935.20

**> Export performance of Unit-I**

Year	Export		Import of RM + Spares		Import of CG	
	Projected	Actual	Projected	Actual	Projected	Actual
2016-17	85600.00	69216.33	70899.00	22949.81	89.00	147.23
2017-18	87800.00	54230.43	72721.00	18429.60	95.00	36.09
2018-19	92205.00	54488.28	76369.25	16790.80	101.00	53.63
2019-20	96815.00	62215.50	80187.75	22515.89	107.00	51.55

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2020-21	10,531.00	Yet to Monitor	84176.35	Yet to Monitor	113.00	Yet to Monitor
<b>Total</b>	<b>464051.00</b>	<b>240150.54</b>	<b>384353.35</b>	<b>41379.41</b>	<b>505.00</b>	<b>662.71</b>

➤ **NFE status:-**

Year	NFE (Rs. In lakhs) on cumulative basis
2016-17	42887.60
2017-18	77320.97
2018-19	114740.10
2019-20	152702.15
2020-21	Yet to monitor

The proposal of the unit for monitoring of performance was placed before the Unit Approval Committee in its meeting held on 13.07.2021. After deliberation, the Committee has noted the performance of the unit for the period 2018-19 & 2019-20, that the unit has achieved the Positive NFE on cumulative basis in terms of Rule 54 of SEZ Rules, 2006.

**The details projection of M/s. KBS Creations Unit-II are as follows:-**

Sl. No.	Particulars	Approved for 5 years 2021-22 to 2025-26 (1US\$ = Rs. 73)	
		Rs. In Lakhs	US\$000
1.	FOB value of exports	89,300.00	124,027.78
2.	Import of Machinery	75.00	104.17
3.	Import of Raw Material and components	29,816.00	41,411.11
4.	Import of Spares & Consumables	269.00	373.61
5.	Import of re-making and manufacturing unused/used, new broken jewellery goods	1,786.00	2,480.56
6.	Repatriation of dividends and profits to foreign collaborates	-	-
7.	Royalty	-	-
8.	Lumpsum Know how fee	-	-
9.	Design & Drawing fees	-	-
10.	Payment of foreign technicians	-	-
11.	Payment on training of Indian tech. abroad	-	-
12.	Commission on export	42.00	58.33

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13.	Foreign Travel	28.50	39.58
14.	Amount of interest to be paid on ECB	-	-
15.	Any other payment	44.00	61.11
16.	<b>Total (2 to 15)</b>	<b>32,060.50</b>	<b>44,528.47</b>
17.	<b>NFE (1-16)</b>	<b>57,239.50</b>	<b>79,499.31</b>

**Export performance of Unit-II**

Year	Export		Import of RM + Spares		Import of CG	
	Projected	Actual	Projected	Actual	Projected	Actual
2016-17	18,400	25320.68	15,410	5799.29	35	72.48
2017-18	19,300	16553.36	16,163	4401.54	45	61.27
2018-19	19,600	19185.39	16,415	4637.12	55	50.06
2019-20	20,500	14486.76	7,293.88	4254.38	60	38.84
2020-21	21,500	Yet to Monitor	7,658.32	Yet to Monitor	65	Yet to Monitor
<b>Total</b>	<b>99,300</b>	<b>75,546.19</b>	<b>62,940.20</b>	<b>19,092.33</b>	<b>260</b>	<b>222.65</b>

**NFE status:-**

Year	NFE (Rs. In lakhs) on cumulative basis
2016-17	19,108.11
2017-18	31,275.09
2018-19	45,691.11
2019-20	55,996.22
2020-21	Yet to Monitor

The proposal of the unit for monitoring of performance was placed before the Unit Approval Committee in its meeting held on 26.11.2021. After deliberation, the Committee has noted the performance of the unit for the period 2019-20, that the unit has achieved the Positive NFE on cumulative basis in terms of Rule 54 of SEZ Rules, 2006.

Performance for the period 2020-21 is yet to be monitored by Customs Section.

.....6/-



➤ On merger of Unit-II to Unit-I the projections proposed for 1 year are :-

Sl. No.	Particulars	Proposed projection for merger remaining period of 4 years i.e. 2022-23 to 2025-26	
		Rs. In Lakhs	US\$000
1.	FOB value of exports	3,37,400	4,59,047.61
2.	Import of Machinery	1100	1496.56
3.	Import of Raw Material and components	87,083.60	1,18,481.08
4.	Import of re-making and manufacturing unused/used, new broken jewellery goods	42,183	57,391.83
5.	Import of Spares & Consumables	1349	1835.37
6.	Repatriation of dividends and profits to foreign collaborators	-	-
7.	Royalty	-	-
8.	Lumpsum Know how fee	-	-
9.	Design & Drawing fees	34	46.25
10.	Payment of foreign technicians	337	458.50
11.	Payment on training of Indian tech. abroad	40	54.42
12.	Commission on export	5,416.04	7,409.57
13.	Foreign Travel	168	223.57
14.	Amount of interest to be paid on ECB	-	-
14.	Any other payment	1,72,616	2,38,933.33
16.	Total (2 to 16)	3,01,539.64	4,10,258.01
17.	NFE (1-16)	35,860.36	48,789.60

➤ **DETAILS OF EMPLOYMENT ON MERGER**

	Unit-I	Unit II	On merger
Men	1150	216	1366
Women	259	31	290
	1409	247	1656

Attention is invited to MOC&I Instruction No. 109 dated 18.10.2021 which stipulates that - "Re-organization including change of name, change of shareholding pattern, business transfer arrangement, court approved mergers and demergers, change of constitution, change of Directors etc. may be undertaken by Unit Approval Committee concerned subject to condition that the Developer/Co-Developer/Units shall not opt out or exit out of the Special Economic Zone and continues to operate as a going concern. All liabilities of the Developer/Co-Developer will remain unchanged on such re-organization."

.....7/-



e) **ADC's Recommendation:**

The proposal of M/s. KBS Creations (Unit-I) is placed before the Approval Committee in terms of Instruction no. 10 dt. 18.10.2021 issued by MoC&I for consideration.

\*\*\*\*\*



9<sup>th</sup> February, 2022

To,  
The Asstt. Development Commissioner  
SEEPZ - SEZ, Andheri - East,  
Mumbai 400096.



Sub: - Request to approve "Letter of Approval" for the balance period of 4 Years  
i.e. 01/04/2022 to 31/03/2026 and Merger of "LOA" of Unit-II

LOA No.: SEEPZ-SEZ/NUS/APL/GJ/24/05-06/11138 dated 19.12.2005

LOA No.: SEEPZ-SEZ/IA(D)/APL/GJ-24/2007-08/2521 dated 25.03.2008

Dear Sir,

Our Letter of Approval (LOP No SEEPZ-SEZ/NUS/APL/GJ/24/05-06/11138 dated 19.12.2005) has been approved for One (1) Year i.e. from 01/04/2021 to 31/03/2022 for the 4th Block of 5 Years period vide LOA No SEEPZ-SEZ/NUS/APL/GJ-24/05-06/VOL-IV/07285 dated 11.05.2021. The said LOA has been accepted by us with the given terms and conditions on dt.03.06.2021.

One of the terms and conditions of LOA No. SEEPZ-SEZ/NUS/APL/GJ-24/05-06/VOL-IV/07285 dated 11.05.2021 states that, balance 4 Years will be approved subject to monitoring of performance for the period 2018-2019 and 2019-2020. In this regard, we would like to inform you that, we have complied with the required monitoring of Annual Performance Report (APR) for the period 2018-2019 and 2019-2020 and same was found satisfactory for achieving positive NFE and was noted in the Agenda No. 20 of the Approval Committee meeting held on 26<sup>th</sup> August 2021.

Vide our letter dated 29/09/2021 and 27/12/2021 we have requested for renewal of LOA till 31/03/2026.



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Now, we hereby further request, for merger our LOA No. SEEPZ-SEZ/IA(I)/APL/GJ-24/07-08/2521 dated 25.03.2008 as amended No. SEEPZ-SEZ/IA(I)/APL/GJ-24/07-08/VOL-II/19628 dated 29.11.2021 issued to M/s. KBS Creations Unit II which is valid from 2020-21 to 2025-26.

Unit Name	KBS Creations	KBS Creations Unit II
LOA No.	SEEPZ-SEZ/NUS/APL/GJ-24/05-06/11138 dated 19.12.2005	SEEPZ-SEZ/IA(I)/APL/GJ-24/2007-08/2521 dated 25.03.2008
Amended LOA No.	SEEPZ-SEZ/NUS/APL/GJ-24/05-06/VOL-IV/07285 dt. 11.05.2021	SEEPZ-SEZ/IA(I)/APL/GJ-24/07-08/VOL-II/19628 dated 29.11.2021
LOA Period	April' 2021 - March' 2022	April' 2021 - March' 2026
Business	Manufacturing and Export of Jewellery	Manufacturing and Export of Jewellery

We propose merger of LOA of KBS Creations Unit - II with KBS Creations, since both the unit has same kind of jewellery manufacturing activity and same customer base. After merger of both the LOA there will be synchronization in production activity, reduction of repetitive production process and improve of overall manufacturing efficiency with savings in cost.

Thus, we humbly request you to please approve merger of LOA of KBS Creations Unit-II with KBS Creations and oblige us.

We hereby attached revised Projections after effect of merger for balance period of 4 years from 2022-2023 to 2025-2026 alongwith Form F.

Thanking you,

Yours Truly,  
For KBS Creations

*gshenai*  
Authorised Signatory



Enc.: a. Revised Projections  
b. Application in Form F



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## INDUS CULMINATING

UNIT NO. 167, 179, 182, 178 and Basement No 6, SDF-VI, STEP 2 SEZ, ANDHERI EAST, MUMBAI-400 096

UNIT NO. 2, MULTI STORED BUILDING - NON AC BETWEEN SDF I &amp; II, STEP 2 SEZ, ANDHERI EAST, MUMBAI-400 096.

LOA No. SEEP-SEZ/MUS/APL/G &amp; 1/24/05-06/11138 dated 19.12.2005 as amended

PROJECTIONS POST MERGER FOR THE PERIOD, I.e. 2021-2022 TO 2025-2026

	Figures in Rupees Lakhs						USD = INR 73.50	
	1st yr	2nd yr	3rd yr	4th yr	5th yr	Total (5 yrs.)	Total (5 yrs.)	
	Projected 2021-2022 (Rs in lakhs)	Projected 2022-2023 (Rs in lakhs)	Projected 2023-2024 (Rs in lakhs)	Projected 2024-2025 (Rs in lakhs)	Projected 2025-2026 (Rs in lakhs)	(Rs in lakhs)	(in US '000)	
I	FOREIGN EXCHANGE EARNINGS							
	FOB Value of Exports						131,300.00	637,687.07
II	FOREIGN EXCHANGE OUTGO ON							
(i)	CIF value of Import of machinery						175.00	1,734.69
(ii)	Import of raw materials, components.						33,889.20	164,588.84
(iii)	Import of re-making and remanufacturing unused/used, new, broken jewellery goods						11,817.00	57,391.84
(iv)	Import of Spares and Consumable						525.00	2,549.66
(v)	Repatriation of dividends and profits to foreign collaborators						-	-
(vi)	Royalty						-	-
(vii)	Lump sum know-how fee						-	-
(viii)	Design and Drawing fee						10.00	59.86
(ix)	Payment of Foreign Technicians						60.00	540.14
(x)	Payment on training of Indian Technicians Abroad						-	54.42
(xi)	Commission on export / re-count, mailing exps etc.						1,058.20	10,209.85
(xii)	Foreign Travel						65.00	318.37
(xiii)	Amount of interest to be paid on external Commercial Borrowings						-	-
(xiv)	Amount of interest to be paid on deferred payment credit						-	-
(xv)	Any other Payment - Foreign Bank Charges, Exhibition, export promotion exps etc. (specify details) Includes DTA payments in Foreign Currency						68,342.00	331,915.65
(xvi)	Total (I) to (XV)						116,942.40	565,363.32
(xvii)	Net Foreign exchange Earnings for the first five years (I-XV)						14,357.60	68,323.76





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107053/2022/SEZ

UNIT NO. 167, 168, 169 and Bateam No 6, 10F, VILEPAR, SEZ, ANDHRA PRADESH, NALLA, 500 096.  
 UDA No. SEZ/SEZ/MUS/ APUG B. 1724/05-06/1138 dated 18.12.2005 as amended  
 PROJECTIONS BEFORE MERGER FOR THE PERIOD, I.e. 2011-2022 TO 2025-2026

	TUS5	TUS6		Figures in Rupees Lakhs							TUS5 =		
		FY 2018-19							FY 2019-20				
		Total	Actuals	2nd yr	Projected	3rd yr	Projected	4th yr	Projected	5th yr	Projected	Total	Actuals
FOREIGN EXCHANGE EARNING													
I	FOB Value of Exports	209,456.80	438,301.68	56,300.00	58,300.00	61,200.00	64,300.00	67,500.00	70,800.00	74,100.00	308,200.00	428,065.50	
FOREIGN EXCHANGE OUTGO ON													
II	OF value of import of machinery	26,34	34,72	65.00	62.00	75.00	80.00	85.00	87.00	90.00	305.00	506.90	
III	Import of raw materials, components, etc.	75,306.18	110,225.68	14,191.25	14,540.75	15,263.00	16,031.75	16,834.75	17,634.75	18,434.75	76,866.50	106,759.00	
IV	Import of re-making and manufacturing unused/used, new, broken jewelry, goods	28,155.94	41,211.85	5,121.00	5,247.00	5,508.00	5,787.00	6,075.00	6,375.00	6,675.00	27,738.00	38,525.00	
V	Import of Spares and Consumables	1,961.30	2,870.26	228.00	233.00	240.00	257.00	270.00	270.00	270.00	1,233.00	1,712.50	
VI	Reparation of different kinds and goods to foreign collaborators	-	-	-	-	-	-	-	-	-	-	-	
VII	Royalty	-	-	-	-	-	-	-	-	-	-	-	
VIII	Lump sum know-how fee	-	-	-	-	-	-	-	-	-	-	-	
IX	Design and Drawing fee	-	-	-	-	-	-	-	-	-	-	-	
X	Payment of Foreign Technicians	24.05	357.23	21.00	16.00	8.50	6.00	7.00	7.00	7.00	27.50	38.19	
XI	Payment on training of Indian Technicians Abroad	-	-	-	7.00	9.50	11.00	12.50	12.50	12.50	51.00	70.03	
XII	Commission on export /discount making exps etc.	3,792.35	5,550.86	513.40	523.40	559.00	580.00	597.00	617.00	637.00	2,773.60	3,852.22	
XIII	Foreign Travel	85.58	125.26	28.00	29.00	31.00	32.00	32.00	32.00	32.00	154.00	213.69	
XIV	Amount of interest on loan paid on commercial borrowings	-	-	-	-	-	-	-	-	-	-	-	
XV	Amount of interest to be paid on deferred payment credit	-	-	-	-	-	-	-	-	-	-	-	
XVI	Any other payment - Foreign Bank Charges, Exhibition, export promotion exps etc. (Specify details) includes DTA payments in Foreign Currency	192.35	281.54	57.00	58.00	61.00	64.00	68.00	68.00	68.00	308.00	427.78	
3	Total (I) to (XVI)	110,000.59	161,000.83	1,226.65	20,720.15	21,742.80	22,863.75	23,973.20	24,973.20	25,973.20	109,556.50	152,161.94	
Net Foreign exchange Earnings for the First Five Years													
		189,456.21	277,293.79	36,673.35	37,579.85	39,427.20	41,436.25	43,526.75	45,634.75	47,759.00	198,643.40	275,893.61	



IR No. 55-04262/AW/GJ-2-12007-05/2021 Date 15TH MAR 2008 as amended

PROJECTIONS BEFORE MERGER FOR THE PERIOD , i.e. 2021-2022 TO 2025-2026 .

PROJECTIONS BEFORE MERGER FOR THE PERIOD , i.e. 2021-2022 TO 2025-2026 .

RECEIVED  
MUMBAI  
11/25

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FORM - F											
CONSOLIDATED APPLICATION FORM -											
(See rule 17)											
1	Setting up of units in Special Economic Zone										
2	Annual permission for sub-contracting										
3	Admission of Importer-Exporter Code Number										
4	Allotment of land/Industrial sheds in the Special Economic Zone										
5	Water Connection										
6	Registration cum Membership Certificate										
7	Small Scale Industries Registration										
8	Registration with Customs, Pollution Control Board										
9	Power Connection										
10	Building Approval plan										
11	Sales Tax Registration										
12	Approval from Inspectorate of Factories										
13	Pollution Control Clearance, wherever required										
14	Any other approval as may be required from the State Government										
<p>The application should be submitted to the Development Commissioner of the concerned Special Economic Zone in 5 copies along with a Demand Draft of rupees five thousand drawn in favour of The Pay &amp; Accounts Officer of the concerned Special Economic Zone.</p>											
For Official Use only											
Application No. _____ Date _____											
Details of Bank Draft											
Amount	_____										
Draft No.	_____										
Draft date	_____										
Drawn on	_____										
Payable at	Name of the Bank _____										
PART -											
Name and full address of applicant firm/company (in block letters) (Registered Office in case of limited company & Head Office for others) Pin Code _____ Tel. No. _____ Fax No. _____ Permanent E-Mail Address _____ Web-site, if any _____ Passport No., if any _____ Name of Bank with Address & Account No. _____ Digital Signature _____ Income Tax PAN (attach copy) _____											
M/S. KBS CREATIONS UNIT NO. 141, 307-VI SEZPS, SEZ, FRODOH EAST, MUMBAI 400096 022-46774300 022-28230490 ACCOUNT@KBSCREATIONS.NET WWW.KBSGROUP.COM 24335897 HDFC BANK, 3/4, JAMUNA APTS, OPP. SHOPPER'S STOP BRANCH, T. V. ROAD, ANDHERI (WEST), MUMBAI - 400 058 AVAILABLE AAJFKS8888											
I. Consideration of the applicant firm (Tick (✓) the appropriate entry) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Public Limited Company</td> <td></td> </tr> <tr> <td>Private Limited Company</td> <td></td> </tr> <tr> <td>Partnership</td> <td style="text-align: center;">PARTNERSHIP ✓</td> </tr> <tr> <td>Proprietorship</td> <td></td> </tr> <tr> <td>Others (please specify)</td> <td></td> </tr> </table> <p>(Attach copy of Certificate of Incorporation along with Articles of Association and Memorandum of Association in case of companies and partnership deed in case of partnership firms)</p>		Public Limited Company		Private Limited Company		Partnership	PARTNERSHIP ✓	Proprietorship		Others (please specify)	
Public Limited Company											
Private Limited Company											
Partnership	PARTNERSHIP ✓										
Proprietorship											
Others (please specify)											
II. Nature of the industrial undertaking <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Large scale</td> <td></td> </tr> <tr> <td>Medium scale</td> <td></td> </tr> <tr> <td>Small scale</td> <td style="text-align: center;">✓</td> </tr> </table>		Large scale		Medium scale		Small scale	✓				
Large scale											
Medium scale											
Small scale	✓										







Particulars of share holding in the paid-up capital (Amount in Rupee)		In Thousand		Rs. in lakhs				
60	(a) Foreign holding							
	(b) Non-Resident Indian Company / Individual holding							
	(c) Resident holding							
	(d) Total Equity	44,383.18		32,871.94				
	(e) External commercial Borrowing							
	(f) (Give details)							
Technical Collaboration								
(1) (with details as in project report)		(Gross of Taxes) (Rs. in lakhs)						
2	(a) Lump sum payment	Nil						
	(b) Design & Drawing Fee	44.00						
	(c) Payment to Foreign Technician	397.00						
	(d) Royalty (on exports)	Nil %						
	(e) Royalty (on domestic / off shore sales if envisaged)	Nil						
	(f) Duration of agreement	5 Years						
3. Marketing collaboration (furnish details in project report) - (Rs. in lakhs)		7504.24						
XI Foreign Exchange Balance sheet		1st	2nd	3rd	4th	5th	Total (5 yrs)	Total (5 yrs)
		Rs. in lakhs					\$ in Thousand	
							(1054 Rs.)	73.50
1	FOB value of exports in first five years	101,300.00	18,000.00	32,000.00	38,300.00	90,000.00	480,300.00	437,687.07
2	(*) Foreign Exchange earnings for the first five years	116,942.40	69,931.40	73,443.20	27,194.43	5,751.59	418,482.94	389,363.12
3	Net Foreign Exchange earnings for the first five years (1) - (2)	14,382.80	8,325.80	4,790.80	2,144.53	9,588.41	93,717.96	68,323.75
(*) Foreign exchange earnings shall include the CIF value of import of machinery, raw material, components, consumables, spares, packing materials and amount of repatriation of dividends and profits, royalty, lump sum know how fee, design and drawing fee. Also, Dollar payments towards OCA procurement of Diamonds and other Material.								
XII. OTHER INFORMATION								
9	Whether the applicant has been issued any Industrial license or EOUP / LOA under GOIN/SEZ/OTV/CHTP scheme. If so, give full particulars, namely reference number, date of issue, name of manufacturer and progress of implementation of each project.	Yes, (i) LOA No. SEEP-SEZ/MUM/APL/CQ/2015-06/1138 Dated 18.12.2005 as amended vide G.O.P. No. SEEP/SEZ/MUM/APL/CQ/2015-06/VOL/VW/285 dt. 11.05.2021. We propose merger of KCS Creations Ltd - II LOA No. SEEP/SEZ/IAQ/APL/CQ/24/2007-06/1921 dated 25.03.2008 as amended vide LOA No. SEEP/SEZ/IAQ/APL/CQ/24-07-06/VOL/1/1922 dated 28.11.2021						
(10)	Whether the applicant or any of the partner/Director who are also partners / Directors of another company or firm its associate concerns are being proceeded against or have been debarred from getting any license/ Letter of intent/ Letter of Permission u.	NO						
For KCS CREATIONS								
Place: MUMBAI		Signature of the Applicant		[Signature]				
Primary 8, 2022		Name in Block Letters		MR KUNAL NEDUMJIAN Sign / Partner				
		Designation		PARTNER				
		Official Full Official address		UNIT NO. 147, SDF-VI, SEEPZ SEE, ANDHERI EAST, MUMBAI - 400 098				
		Tel. No.		022-48774200				
		e-mail Address		ACCO.INTS@KSCREATIONS.NET				
		Web-Site		WWW.KSCGROUP.COM				
		Full Residential address		901, GITANJALI GARDEN, 66-C NEPEANSEA ROAD, RUNGTA LANE, MUMBAI - 400 004.				
		Tel. No.		022-48774200				

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I. CERTAINING	
<p>I/We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief. I/We shall abide by all other conditions, which may be stipulated by the Development Commissioner. I/We fully understand that any False Information Led.</p> <p>An affidavit duly sworn in support of the above information is enclosed.</p>	
<b>For: KBS CREATIONS</b>	
Place: MUMBAI	Signature of the Applicant
February 8, 2023	Name in Block Letters: <b>PRADHANA NIKHIL SHANUJI</b> Sign: Partner
	Designation: <b>PARTNER</b>
Official Seal/Stamp:	Official Full Official address: <b>UNIT NO. 151, SECTOR 15, SEEPZ-2, ANHUR EAST MUMBAI - 400 096</b>
	Tel. No.: <b>022-48774200</b>
	e-mail Address: <b>ACCOUNTS@KBSCREATIONS.NET</b>
	Web-Site: <b>WWW.KBSGROUP.COM</b>
	Full Residential address: <b>101, GRANJALI GARDEN, 88 E. MURDER, SEA ROAD, BUNGTA LANE, MUMBAI - 400 096</b>
	Tel. No.: <b>022-48774200</b>
<p>Note: Formulas, application not to be retained from the Development Commissioner.</p>	
<b>PART - II</b>	
<p>If sub-contracting is envisaged in the manufacturing operations, furnish following details:</p> <p>Sub-contracting permission is required for -</p>	
(a) Part of the production process (machinery)	SEEQ
(b) any particular production process (give details)	For Manufacturing of Findings: Accessories, Mountings & Jewellery in Gold, Silver, Platinum, Palladium, Titanium, Ceramic, Carbon Fibre, Brass, Copper etc.
<p>Name and address and other particulars of sub-contractor and whether the Sub-contractor is</p>	
(a) Domestic Tariff Area unit/Customs free registered or other wise	Details as per permission letter dated 11-03-21 issued by Appointed Officer vide Letter No. S/146-102/2014-2015/SEEPZ-022.
(b) Other Special Economic Zone unit	NA
(c) Export Oriented unit or Electronic Hardware Technology Park unit or Software Technology Park unit	NA



## Details of Exiting Employment of KBS Creations

(Unit-I)

Particulars	Number
Employment - Men	1150
- Women	259
Total	1409



KBS Creations

SDF VI Unit No. 167, 1st Floor, SEEPZ - SEZ, Andheri (E), Mumbai - 400 096.  
Tel. : +91-22 48774100 • Fax : +91-22 28204480



## Details of Exiting Employment of KBS Creations

(Unit II)

Particulars	Number
Employment - Men	216
- Women	31
Total	247







LIST OF PARTNERS AND PROFIT SHARING RATIO OF KBS CREATIONS  
AS PER ADDENDUM TO PARTNERSHIP DEED DT. 01/04/2021

Sr. No.	Name of Partners	% of Profit sharing ratio
1	MR. SANJAY SHAH	27.50%
2	MR. KUNAL SHAH	27.40%
3	MR. NIRAV SHAH	35.10%
4	MR. SIDDHANT SHAH	5.00%
5	M/S KBS JEWELS P. LTD.	5.00%
Total		100.00%





LIST OF PARTNERS AND PROFIT SHARING RATIO OF KBS CREATIONS UNIT - II  
AS PER ADDENDUM TO PARTNERSHIP DEED DT. 01/04/2021

Sr. No.	Name of Partners	% of Profit sharing ratio
1	MR. SANJAY SHAH	27.50%
2	MR. KUNAL SHAH	27.40%
3	MR. NIRAV SHAH	35.10%
4	MR. SIDDHANT SHAH	5.00%
5	M/S KBS JEWELS P. LTD.	5.00%
Total		100.00%





LIST OF PARTNERS AND PROFIT SHARING RATIO OF KBS CREATIONS AFTER  
MERGER OF LOA

Sr No.	Name of Partners	% of Profit sharing ratio
1	MR. SANJAY SHAH	27.50%
2	MR. KUNAL SHAH	27.40%
3	MR. NIRAV SHAH	35.10%
4	MR. SIDDHANT SHAH	5.00%
5	M/S KBS JEWELS P. LTD.	5.00%
Total		100.00%



KBS Creations

SDF VI Unit No. 167, 1st Floor, SEEPZ - SEZ, Andheri (E), Mumbai - 400 096.

Tel. : +91-22 48774100 • Fax : +91-22 28290480



महाराष्ट्र शासन  
GOVERNMENT OF MAHARASHTRA  
ई-सुरक्षित बैंक व कोषागार पावती  
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: BKID/0220229/MUMBAI  
Ref No id : 190544608  
Ref D-Time : 19-03-2020 00:00:00  
District : 7101/MUMBAI  
ChallanIdNo: 0320229202003185\*023

Stationery No: 14078.6596/413  
Print D-Time : 19-03-2020 12:15:36  
Office Name : IGR186/BCR1 JT SUB REGIS  
GRAS GRN : MH013605773201 209

StDuty Schd: 0030045501-75/ Stamp Duty  
StDuty Amt : 15000/Rs Fifteen Thousand

RgnFee Schd: Registration Fee  
RgnFee Amt : 0/Rs Zero

Article : 187(1)(a)-Partnership/  
Prop Mvblty: MOVABLE Consideration: 4000000  
Prop Descr : KBSHOUSEPLOTNO9EROADNO16 ANDHERIEAST 400093

Duty Payer : PAN/AAHTK58988/KBSCREATIONS  
Other Party: PAN/AACPS89009/NIRAVDREPAKSHAH

Bank Official 1 Name & Signature



Bank Official 2 Name & Signature

--- Space for customer/office use --- Please write below this line ---

THIS INDENTURE OF PARTNERSHIP made at Mumbai this 1<sup>st</sup> day of April, Two thousand Twenty (2020) BETWEEN

SANJAY KANAIALAL SHAH (PAN: AAEP53903N) residing at 31, Jai Bhawani Society, R.R.Thakkar Marg, Off. Ridge Road, Mumbai - 400 006, the party of the First Part hereinafter also referred to as "the said Sanjay" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators);

*S. K.*

Page 1 of 9

*Sanjay Shah*

*Sanjay Shah*

For KBS Jewels Private Limited

*Sanjay Shah*

Director

KUNAL NIKUNJ SHAH (PAN: AACPS8482N) residing at 501, Gitanjali Garden, 66-E Nepeansea Road, Rungta Lane, Mumbai - 400 006 the party of the Second Part hereinafter also referred to as "the said Kunal" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators);

NIRAV DEEPAK SHAH (PAN: AACPS8900P) residing at 61-A, 6<sup>th</sup> Flr, Laxmi Vilas, 87 Nepeansea Road, Mumbai - 400 006, the party of the Third Part hereinafter also referred to as "the said Nirav" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators);

SIDDHANT SANJAY SHAH (PAN: AHCP52228R) residing at 31, Jai Bhawani Society, P.R.Thakkar Marg, Off. Ridge Road, Mumbai - 400 076, the party of the Fourth Part hereinafter also referred to as "the said Siddhant" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) Afid

KBS JEWELS PRIVATE LIMITED, a Company registered under the Indian Companies Act, 1956 having Company Identification No. U36911MH2006PTC158608 issued by the Registrar of Companies, Maharashtra at Mumbai having registered office at KBS House, Plot 9B, Road No.16, MIDC, Andheri - East, Mumbai - 400 093, the party of the Fifth Part hereinafter also referred to as "the said KBS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successors and permitted assigns).

The Parties would unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators.

AND WHEREAS the parties of the First to Third parts were carrying on business in partnership in the name and style of MESSRS KBS CREATIONS as per the indenture of Partnership dated 1<sup>st</sup> April, 2019.

Page 2 of 9

For KBS Jewels Private Limited

Director

AND WHEREAS parties of the First to Third Parts have invited the parties of the Fourth and Fifth Parts to join the partnership business with effect from 1<sup>st</sup> April, 2020 to which the parties of the Fourth and Fifth Parts agreed under certain terms and conditions AND WHEREAS the parties hereto are desirous of recording the said terms and conditions in writing.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as under:-

# 1. Organizational Matters

- 1.1 The partnership business shall be deemed to have been continued with effect from 1<sup>st</sup> April, 2020 and shall be "AT WILL".
- 1.2 The partnership shall be continued to be carried on in the name and style of MESSRS KBS CREATIONS and/or in any other name or names as the parties hereto may agree upon from time to time.
- 1.3 The registered office and principal place of business of the partnership shall be at KBS House, Plot 98, Road No. 16, MIDC, Andheri (East), Mumbai - 400 093 and following places shall function as "Branch Office" or "Additional Place of Business" of the Firm:
  - (i) Unit No. 167, 179, 182, 1<sup>st</sup> Flr, SDF-VI, SEEPZ, Andheri (East), Mumbai - 400 096;
  - (ii) Unit No. 178 & basement - 6, SDF-VI, SEEPZ, Andheri (East), Mumbai - 400 096;
  - (iii) G-12, Gem and Jewellery Complex - 2, SEEPZ, Andheri (East), Mumbai - 400 096;
  - (iv) Plot No. 87, 1<sup>st</sup> and 2<sup>nd</sup> Flr, Road No. 15, MIDC, Andheri (East), Mumbai - 400 093;
  - (v) HES011A-B, HES012, Bharat Diamond Bourse, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051;
  - (vi) Unit No. 002, Multistoried Bldg, SEEPZ-SEZ, Andheri (East), Mumbai - 400 096.

Page 3 of 4

SUBHASH SWAMI

For KBS Jewels Private Limited

Director



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1.4 The partnership business shall be that of manufacturing, processing and trading of Diamonds, Pearls, Silver, Precious and Semi Precious Stones, Bullion, Jewellery of all kinds and/or any other business or businesses as the parties hereto may agree upon from time to time.

### 7.1 Initial Contribution/Capital:

## 2.2 Additional Contribution/Capital:

### 3. Interest and Remuneration

3.2 Remuneration shall not be payable to any of the Partners for the time and attention devoted for the conduct of the business of the Firm.

$$S + 1L \rightarrow S + 1L$$

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*Initial*

For KBS Jewels Private Limited

Private Limited  
*[Signature]*  
Director

4. Profit and Loss sharing proportion

- 4.1 The net profit and losses of the partnership business shall be divided and borne by all the parties hereto in the following proportions, including loss of capital, if any:

Name of the partner	Profit/Loss
Sanjay Kanaiyela Shah	27.50%
Kunal Nikunj Shah	27.50%
Nirav Deepak Shah	35.00%
Siddhant Sanjay Shah	5.00%
KBS Jewels Private Limited	5.00%
	-----
	100.00%
	=====

- 4.2 The Partners shall be entitled to withdraw such amounts from their Current Capital account from time to time as may be decided by the Partners by mutual consent.

5. Operational Matters

- 5.1 There shall be banking account or accounts in the name of the Firm in any scheduled / private banks. Such banking account or accounts shall be operated upon jointly or severally by the Partners or any other authorized persons as may be agreed by the Partners from time to time.
- 5.2 All necessary and proper books of account shall be kept by the Firm. At the end of every accounting year an account shall be taken of all the assets and liabilities and of profits and losses of the partnership for that year and Balance Sheet and Profit & Loss Account shall be made out.
- 5.3 The books of account of the partnership business shall be closed on 31<sup>st</sup> of March each year, till the continuance of the partnership.

S. K.

Page 5 of 9

SIDDHANT SHAH

*Siddhant Shah*

For KBS Jewels Private Limited

*Siddhant Shah*  
Director

## 6. Admission/ Retirement/Death of Partner

- 6.1 Any Partner desiring to retire from partnership business shall give to other, three month's previous notice in writing, or a shorter notice if so agreed upon by the Partners, of his/its intention to retire from the partnership business and on expiry of such period, the Partner serving the notice shall stand retired. Upon retirement from the Firm, the Partner shall be entitled to the amount as appearing to the credit of Capital, Current Account, of the said Partner and the share in the profits/losses of the business activity of the Firm from the last date of accounts till the date of retirement from the Firm.
- 6.2 Death, retirement or insolvency of any of the Partners shall not dissolve the partnership business. In the event of death or retirement or insolvency of any Partner, it shall be in the absolute discretion of the surviving or continuing partners to close the books of accounts on the date of such event or to continue the same books of accounts up to such period not later than the end of accounting year in which such event has taken place and to pay the estate of the deceased Partner or his/its legal heirs or to the retiring Partners or to the legal representative, as the case may be, his/its proportionate share in profits/losses up to the date of death or retirement or insolvency.

## 7. Duties of the Partners

- 7.1 Partner shall not without the consent of other partners in writing:
- a) assign or mortgage or encumber his/its share in the interest of the partnership to any other person or persons;
  - b) draw, accept or sign any bill of exchange or promissory note or contract any debt on account of the partnership or employ any of the monies thereof except in the usual course of business.

S. H. L.

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Page 6 of 9

S. P. CHAND S. S. S. S.

*[Signature]*

For KBS Jewels Private Limited

*[Signature]*  
Director



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- 7.2 Partner shall not without the consent of the other partners employ monies, goods and effects belonging to the partnership Firm for purposes other than those for the purpose of the partnership business and matters arising out of or in the course of the business.
- 7.3 Each partner shall be just and faithful to the others in all transactions relating to the said partnership and shall at all times give to the others full information and truthful explanation of all matters relating to the affairs of the partnership and provide all possible assistance in carrying on the partnership business to mutual advantage.
- 7.4 Each Partner shall be responsible and liable for his/its personal debts and liabilities not connected with the business of the partnership, which shall be discharged by him/it individually and he/it shall keep the other Partner and the Firm indemnified to that respect.
- 7.5 Each Partner shall indemnify the partnership Firm as well as the other Partner for loss caused to it or him as the case may be by his/its fraud or breach of authority in the conduct of the business of the partnership Firm.

**B. Matters requiring unanimous consent**

- 8.1 Following matters shall be decided only upon unanimous decision of all the Partners:
- a) may be converted into a private or limited company under Companies Act, 2013;
  - b) may be converted into a limited liability partnership under Limited Liability Partnership Act, 2008;
  - c) may demerge part of its business into a separate legal entity;
  - d) may amalgamate with others, enter into an arrangement with, for sale of its business / undertaking.

Page 7 of 9

SIDDHANT SINGH

For KES Jewels Private Limited

Director

- 8.2 The Partners may add, alter, amend the provisions of this partnership deed from time to time in any manner they mutually agree to and such additions, alterations and amendments shall be recorded in writing and signed and accepted by all partners in which occurrence they shall be operative as if they were the terms of this partnership deed.

9. Miscellaneous

- 9.1 All the assets owned by or the belonging to the Firm including but not limited to the Intellectual Property Right (IPRs) of whatever kind shall be the property of the Firm and no Partner shall be entitled to use for himself/itself any such property otherwise than as a client or customer.
- 9.2 Any differences or disputes which as and when may arise from the presents between the parties hereto or between any of them and the heirs, executors and administrators and legal representatives of the deceased partners in relation to the interpretation of these presents or of any act or omission of any partner as to the act which ought to have been done by the parties to the difference or dispute or any of them in relation to any other matter whatever touching the partnership affairs or this Indenture shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.
- 9.3 The Partnership Firm is registered on 26<sup>th</sup> December, 2005 under the Indian Partnership Act, 1932 vide Firm Registration No. BA-92828 issued by the Registrar of Firms, Maharashtra, Mumbai.

S. K.

Sudhant Singh

Sudhant Singh

ans

Sudhant Singh  
Director

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective names the day and year first hereinabove written.

SIGNED AND DELIVERED by the withinnamed  
SANJAY KANAIYALAL SHAH in the presence of  
MONALI N. GAIKWAD  
PAN NO - AOTPG2990L

S. . . . .

SIGNED AND DELIVERED by the withinnamed  
KUNAL NIKUNJ SHAH in the presence of  
MONALI N. GAIKWAD  
PAN NO - AOTPG2990L

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SIGNED AND DELIVERED by the withinnamed  
NIRAV DEEPAK SHAH in the presence of  
MONALI N. GAIKWAD  
PAN NO - AOTPG2990L

Nirav

SIGNED AND DELIVERED by the withinnamed  
SIDDHANT SANJAY SHAH in the presence of  
MONALI N. GAIKWAD  
PAN NO - AOTPG2990L

SIDDHANT SHAH

SIGNED AND DELIVERED by the withinnamed KBS  
JEWELS PRIVATE LIMITED represented by its  
Director Mr. NIRAV DEEPAK SHAH authorised  
through Board Resolution dated 18/02/20 in the  
presence of MONALI N. GAIKWAD  
PAN NO - AOTPG2990L

For KBS Jewels Private Limited

Nirav  
Director

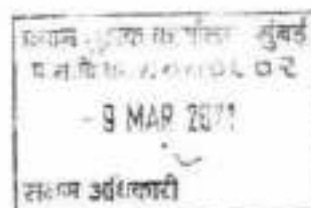




महाराष्ट्र MAHARASHTRA

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BC 234800



THIS ADDENDUM TO INDENTURE OF PARTNERSHIP made at Mumbai, this 1st day of April, 2021 BETWEEN,

SANJAY KANAIYALAL SHAH, residing at 31, Jai Bhawani Society, R. R. Thakkar Marg, Off Bidge Road, Mumbai - 400 006, the party of the First Part, for brevity's sake called "the said Sanjay" (which expression unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators);

KUNAL NIKUNJ SHAH, residing at 501, Gitanjali Garden, 68-E, Nepeansea Road, Rungra Lane, Mumbai - 400 006, the party of the Second Part, for brevity's sake called "the said

SANJAY KANAIYALAL SHAH

WITNESSES

SANJAY KANAIYALAL SHAH

SANJAY KANAIYALAL SHAH

SANJAY KANAIYALAL SHAH

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15 MAR 2021

जवळपास-7 Annexure  
महाराष्ट्र सरकारच्या वतीने

**KBS CREATIONS**  
KBS House, Plot No. 14,  
Road No. 16, MIDC,  
Andheri (E), Mumbai-400 083.

या विषयक संपादन क्र. \_\_\_\_\_

मुद्रांक विभाग - पत्रव्यवस्था विभागाला देणे

मुद्रांक दिवस/संख्या/वर्ष - 17/03/2021

मुद्रांक विभाग, पोस्टाधीन सहा

पत्रव्यवस्था विभागाला देणे

मुद्रांक दिवस/संख्या/वर्ष - 17/03/2021

मुद्रांक विभाग - पत्रव्यवस्था विभागाला देणे

मुद्रांक दिवस/संख्या/वर्ष - 17/03/2021

मुद्रांक विभाग - पत्रव्यवस्था विभागाला देणे

Kunal" (which expression unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators);

NIRAV DEEPAK SHAH, residing at 61 A, 6th Floor, Axmi Vile, 67, Nepansea Road, Mumbai - 401 006, the party of the Third Part, for brevity's sake called "the said Nirav" (which expression unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators); and

SIDDHANT SANJAY SHAH, residing at 11, Jai Bhawan Society, R. R. Thakkar Marg, Off Ridge Road, Mumbai - 400 006, the party of the Fourth Part, for brevity's sake called "the said Siddhaant" (which expression unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators);

KBS JEWELS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having Company Identification No. U36911MH2006PTC158608 issued by the Registrar of Companies, Maharashtra at Mumbai having registered office at KBS House, Plot 98, Road No.16, MIDC, Andheri - East, Mumbai 400093, the party of the Fifth Part, hereinafter also referred to as "the said KBS Jewels" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successors and permitted assigns).

AND WHEREAS the parties of the First to Fifth Parts have been carrying on business of Manufacturing / Processing / Trading of all kind of Jewellery, pearls, diamond, precious and semi-precious stones and bullion, in the name and style of MESSRS KBS CREATIONS vide Indenture of Partnership dated 1st April, 2020.

AND WHEREAS the parties hereto have decided to alter clause 4.1 relating to profit sharing ratio of the partners stated in the indenture of partnership dated 1st April, 2020 AND WHEREAS the parties hereto have agreed to record the same in writing.

NOW THIS ADDENDUM WITNESSETH and it is hereby agreed by and between the parties hereto as under:-

SKS : S - 11

KBS 215

NDA : S - 11

S - 11 S - 11

NDA : S - 11



107053/2022/SEZ

With effect from 1st April, 2021 Clause 4.1 of the Indenture of Partnership deed dated 1st April, 2020 shall be substituted with the following clause:

The net profits and losses of the partnership business shall be divided and borne in the following proportion including loss of capital, if any:

Name of the Partner	Profit/Loss
a. Sanjay Kanaiyalal Shah	27.50%
b. Kunal Nikunj Shah	27.40%
c. Nirav Deepak Shah	15.10%
d. Siddhant Sanjay Shah	05.70%
e. KBS Jewels Pvt. Ltd.	05.00%
	100%

All the other terms and conditions as contained in the Indenture of Partnership dated 1st April, 2020 and Addendum to Partnership deed dated 1st June, 2020, shall remain unaltered and continue to remain in effect.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the withinnamed  
SANJAY KANAIYALAL SHAH in the presence of

*[Signature]*

SIGNED AND DELIVERED by the withinnamed  
KUNAL NIKUNJ SHAH in the presence of

*[Signature]*

SIGNED AND DELIVERED by the withinnamed  
NIRAV DEEPAK SHAH in the presence of

*[Signature]*

SIGNED AND DELIVERED by the within named  
SIDDHANT SANJAY SHAH in the presence of

} *[Signature]*  
}

SIGNED AND DELIVERED by the within named KAT  
JEWELS PRIVATE LIMITED represented by its  
Director Mr. NIRAV DEEPAK SHAH, in the presence  
of \_\_\_\_\_

} *[Signature]*  
}

**GOVERNMENT OF INDIA**  
**OFFICE OF THE DEVELOPMENT COMMISSIONER**  
**SEEPZ SPECIAL ECONOMIC ZONE**  
**ANDHERI (EAST), MUMBAI**  
 \*\*\*\*\*

**AGENDA NOTE FOR CONSIDERATION OF APPROVAL COMMITTEE**

**a) Proposal: -**

Application for Change of Name of the Company from M/s. Anchorcert Analytical India Pvt. Ltd. to M/s. Ashir Services Pvt. Ltd with Change in the Directors and shareholding pattern.

**b) Specific Issue on which decision of AC is required:**

Proposal for Change of Name of the Company from M/s. Anchorcert Analytical India Pvt. Ltd. to M/s. Ashir Services Pvt. Ltd with Change in the Directors and shareholding pattern.

**c) Relevant Provisions/Instructions and Orders:**

In terms of Instruction no. 109 dt. 18.10.2021.

**d) Other Information:**

M/s. Anchorcert Analytical India Pvt. Ltd. vide its communication dt. 20.08.2021 submitted application for change in shareholding pattern and in Directors with Change of name. The unit has conveyed that the shares have been purchased by M/s. Ashir Manufacturing LLP and M/s. Uni-Design Jewellery Holding LLP.

M/s. Anchorcert Analytical (I) (P) Ltd. has executed the share purchase agreement on 12.08.21, and pursuant to the said changes there is a change in the composition of Directors and shareholding pattern w.e.f. 20.08.2021. Also consequent to Share Purchase Agreement there is a change in the name of the company from M/s. Anchorcert Analytical India Pvt. Ltd. to M/s. Ashir Services Pvt. Ltd. M/s. Ashir Services Pvt. Ltd. is engaged in the business of providing professional scientific and technical activities. The check list as under :-

1	Name of the unit	M/s. Anchorcert Analytical (I) Pvt Ltd.,
2	Location	Unit No. 101, B, SDF-IV
3	Area	334 Sq. mtr
3	LOP No. & Date	SEEPZ-SEZ/IA-I/NUS/Services/04 /2015-16/15596 dated 29.09.2015 as amended
4	Item of Manufacture/Trading	Assaying, Hallmarking, Stamping, Plating, Testing
5	Date of commencement of production	18.07.2016
06	LOP valid upto	17.07.2022
07	Rental dues if any	NIL as on 11.02.2022

.....2/-

: 2 :

8	Sub-lease Agreement Validity	Agreement executed and furnished to the Unit for registration for the period 18.07.2021 to 17.07.2026
9	Monitoring Performance	Monitoring performance of the Unit has been noted in terms of Rule 54 of the SEZ Rules 2006 upto the period 2018-19 by the Approval Committee in its Meeting held on 18.11.2020
10	Details of Change of name of the Company	
	Old Name	M/s. Anchorchert Analytical (I) Pvt Ltd.,
	New Name as Proposed	M/s. Ashir Services Pvt Ltd.,

Pursuant to Share purchase agreement there is a change in the Directors, Shareholding pattern and in the Name of the firm. The details are as under:-

➤ List of Directors :-

Existing list of Directors as on 11.08.2021 (M/s. Anchorchert Analytical)		Proposed list of Directors as on 12.08.2021 (M/s. Ashir Services Pvt. Ltd.)	
Name	Designation	Name	Designation
Mr. John Faren Perry	Director	Mr. Hiten Bagmal Parikh	Director
Mr. Douglas Arthur Henry	Director	Mr. Aalap Milan Parikh	Director
Mr. Pulkit Ramprakash Singhanian	Whole Time Director	Mr. Pulkit Ramprakash Singhanian	Director

Mr. Pulkit Singhanian resigned on 20.11.21 and accordingly Form DIR 12 submitted for reference and the revised list of Directors post Share purchase agreement executed on 12.08.2021.

Proposed list of Directors as on 20.11.2021 (M/s. Ashir Services Pvt. Ltd.)	
Name	Designation
Mr. Hiten Bagmal Parikh	Director
Mr. Aalap Milan Parikh	Director

➤ List of Shareholding Pattern :-

Existing Shareholding Pattern as on 11.08.2021 (M/s. Anchorchert Analytical (i) Pvt. Ltd.)			Proposed Shareholding Pattern as on 12.08.2021 (M/s. Ashir Services Pvt. Ltd.)		
Name of Shareholder	No. of Shares	%	Name of Shareholder	No. of Shares	%
Birmingham Assay Office	14,574,999	99.99993138	Ashir Manufacturing LLP	14,574,999	99.99993138

.....3/-



: 3 :

M. Doug Henry	1	0.000006862	Uni-Design Jewellery Holding LLP	1	0.000006862
<b>Total</b>	<b>14,575,000</b>	<b>100</b>	<b>Total</b>	<b>14,575,000</b>	<b>100</b>

It is to mention here that the Directors of the proposed company (M/s. Ashir Services (P) Ltd.) viz. Mr. Hiten Bagmal Parikh & Mr. Anil Milan Parikh are the designated partners of M/s. Ashir Manufacturing LLP.

The Unit has submitted the following documents:

1. The copy of Board Resolution pre & post Change of Name.
2. Copy of Board Resolution for pre & post change in Directors.
3. Form DIR-12 for appointment of Director's cessation of Directors.
4. Undertaking in respect of cessation and appointment of Directors for non-involvement in any case affecting the status of the unit.
5. Pan Card, MOA & AOA along with other relevant documents.
6. C.A. Certified list of shareholding pattern before and after.
7. Share purchase agreement.
8. Undertaking as per Instruction No. 89 (5) (ii) submitted.

**MOC&I Instruction No. 109 dated 18<sup>th</sup> October, 2021 which stipulates that -**  
*"In supersession of Instruction No. 89 dated 17.05.2018 and Instruction No. 90 dated 03.08.2018 of this Department on the subject cited above and in exercise of provisions of Section 10(10) of the SEZ Act, 2005, it is hereby conveyed that the guidelines for approval in the cases of reorganization including change of name, change of shareholding pattern, business transfer arrangements, court approved mergers and demergers, change of constitution, change of Directors, etc. of SEZ Developers / Co-developers as well as SEZ Units shall be as follows.*

*(i) Reorganization including change of shareholding pattern, business transfer arrangements, court approved, mergers and demergers, change of constitution, change of Directors etc. may be undertaken by the Unit Approval Committee (UAC) concerned subject to the condition that the Developer / Co-Developer / Unit shall not opt out or exit out of the SEZ and continues to operate as a going concern. All liabilities of the Developer / Co-Developer / Unit shall remain unchanged on such reorganization.*

**c) ADC's Recommendation:**

The proposal of Change of Name of the Company from M/s. Anchorcert Analytical India Pvt. Ltd. to M/s. Ashir Services Pvt. Ltd with Change in the Directors and shareholding pattern is placed before the Approval Committee in terms of Instruction no. 109 dt. 18.10.2021.

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107053/2022/SEZ

**Anchorcert Analytical India Private Limited**

Regd Off: Unit No 101 B, SDF- IV, Seepz,  
Sez, Andheri-East Mumbai - 400096  
Maharashtra India  
CIN: U74999MH2015FTC266605



**ANCHORCERT**  
ANALYTICAL



August 20, 2021

To,  
The office of the Development Commissioner  
SEEPZ Special Economic Zone  
Andheri (E), Mumbai -400096  
Maharashtra

Subject: Intimation regarding change of Shareholding and Board of Directors of the Anchorcert Analytical India Private Limited ("the Company")

Dear Sir,

We have an existing SEZ Unit at UNIT NO 101 B, SDF- IV, SEEPZ, SEZ, Andheri-East Mumbai 400096.

Change in Shareholding Pattern:

Pursuant to the Share Purchase Agreement dated August 12, 2021 ("Execution Date"), there is change in shareholding pattern of the company w.e.f August 20, 2021 ("Closing date")

Detailed out below shareholding pattern of the company on Execution Date and New Shareholding pattern w.e.f closing date:

Shareholding Pattern of the Company as of the Execution Date

Sr. No.	Name of Shareholder	No. of Shares	% of share-holding
1	Birmingham Assay Office	14,574,999	99.999993138
2	Mr. Doug Henry	1	0.000006862
	<b>Total:</b>	<b>14,575,000</b>	

Shareholding Pattern of the Company as on Closing Date

Sr. No.	Name of Shareholder	No. of Shares	% of share-holding
1	Ashir Manufacturing LLP	14,574,999	99.999993138
2	Uni-Design Jewellery Holdings LLP	1	0.000006862
	<b>Total:</b>	<b>14,575,000</b>	<b>100</b>

*msk*

*Shalini R. K.*

**WE AIM TO BE THE BEST**

PASSIONATE | LEADERS | ACCOUNTABLE | INTEGRITY | TEAMWORK  
CIN U74999MH2015FTC266605

*18854*  
*27/9/24*

*Pl. process*  
*27/9/24*

*Rajesh*  
*30/09/2021*

*msk*

*Rajesh K*

107053/2022/SEZ

**Anchorcert Analytical India Private Limited**

Regd Off: Unit No.101 B, SDF- IV, Seepz,  
Sez, Andheri-East Mumbai - 400095  
Maharashtra India  
CIN: U74999MH2015FTC266605



**ANCHORCERT**  
ANALYTICAL

**Change in Board of Directors of the Company**

We would like to inform you that there is change in Board of Directors of the company effective from closing date Pursuant to the Share Purchase Agreement dated August 12, 2021 ("Execution Date")

Detailed out below Details of Board of Directors of the company on Execution Date and w.e.f. closing date:

**Details of Board of Directors of the company on Execution Date**

DIN	Name of Directors	Designation
07356338	John Faren Perry	Director
07771875	Douglas Arthur Henry	Director
07865132	Pulkit Ramprakash Singhania	Whole-time Director

**Details of Board of Directors of the company on Closing Date**

DIN	Name of Directors	Designation
00292585	Hiten Bagnal Parikh	Director
06385499	Aalap Milan Parikh	Director
07865132	Pulkit Ramprakash Singhania	Director

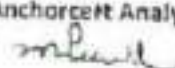
In this regards, we are enclosing following documents for your reference:

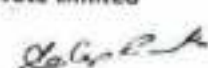
1. Extract of Share Purchase agreement dated August 12, 2021
2. Board Resolution for Execution of Share Purchase agreement.
3. Details of Master data from Ministry of Corporate Affairs portal for Details of Board of Directors of the Company.

You are requested to take note of the same.

Thanking You.

For Anchorcert Analytical India Private Limited

  
Hiten Bagnal Parikh  
Director  
DIN : 00292585

  
Aalap Milan Parikh  
Director  
DIN : 06385499

**WE AIM TO BE THE BEST**

PASSIONATE | LEADERS | ACCOUNTABLE | INTEGRITY | TEAMWORK  
CIN U74999MH2015FTC266605



107053/2022/SEZ

**Anchorcert Analytical India Private Limited**

Regd Off: Unit No.101 B, SDF- IV, Seepz,

Sez, Andheri-East Mumbai - 400096

CIN: U74999MH2015FTC266605



Date: 09/11/2021

To,  
Ministry of Commerce & Industry  
Office of the Development Commissioner  
SEEPZ - Special Economic Zone  
Andheri (E), Mumbai- 400096

Subject: Regarding Submission of documents for change of Shareholding Pattern

Ref: Your letter dated 21<sup>st</sup> October 2021-F No. SEEPZ SEZ/IAI/NUS/SERVICES/04/2015-16/17393

Dear Sir,

With reference to subject captioned, we would like to inform to your good office that the company is submitting following documents:

1. The copy of Board Resolution for change in Directors.
2. Form DIR-12 for appointment of Directors & Cessation of Directors.
3. The undertaking in respect of cessation and appointment of Directors for non involvement in any case affecting the status of the unit.
4. The 3 years of audited balance sheet, PANCARD, MOA & AOA along with other relevant documents.
5. CA. certified list of shareholding pattern before and after.

You are requested to take note of the same and accept the aforementioned documents.

Thanking You!

Yours faithfully,  
For and on behalf of  
Anchorcert Analytical India Private Limited

Hiten B. Parikh  
Director  
DIN - 00292585

Aalap M. Parikh  
Director  
DIN - 06385499



Encl.: As stated

An. Parikh

107053/2022/SEZ

**Anchorcert Analytical India Private Limited**

Regd Off: Unit No.101 B, SDF- IV, Seepz,

Sez, Andheri-East Mumbai - 400096

CIN- U7 299MH2015FTC266605

Date: 25/01/2022

To,

The office of the Development Commissioner

SEEPZ Special Economic Zone

Andheri (E), Mumbai -400096

Maharashtra

Subject: Intimation regarding change in composition of Board of Directors of the Anchorcert Analytical India Private Limited ("the Company")

Dear Sir,

We have an existing SEZ Unit at UNIT NO.101 B, SDF- IV, SEEPZ, SEZ, Andheri-East Mumbai -400096.

Change in Board of Directors of the Company

We would like to inform you that there is change composition of Board of Directors of the company w.e.f 20<sup>th</sup> November 2021 due to resignation of Director.

Detailed our below Details of Board of Directors of the company before resignation of Director and after resignation of Director i.e. with effect from 21<sup>st</sup> November, 2021.

Details of Board of Directors of the company before resignation of Director

DIN	Name of Directors	Designation
00292585	Hiten Bagmal Parikh	Director
06385499	Aalap Milan Parikh	Director
07865132	Pulkit Ramprakash Singhania	Director

Details of Board of Directors of the company with effect from 21<sup>st</sup> November, 2021

DIN	Name of Directors	Designation
00292585	Hiten Bagmal Parikh	Director
06385499	Aalap Milan Parikh	Director



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107053/2022/SEZ

India

**Anchorcert Analytical India Private Limited**

Regd Off: Unit No.101 B, SDF- IV, Seepz.

Sez, Andheri-East Mumbai - 400096

CIN: L74999MH2015FTC266305

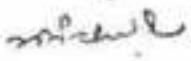
In this regards, we are enclosing following documents for your reference.

1. Form DIR-12 for resignation of Director.
2. Board Resolution for resignation of Director.
3. Details of Master data from Ministry of Corporate Affairs portal for updated Details of Board of Directors of the Company.

You are requested to take note of the same.

Thanking You

For Anchorcert Analytical India Private Limited

  
Hiten Bagmal Parikh  
Director  
DIN : 00292585

  
Aalap Milan Parikh  
Director  
DIN : 06385499





107053/2022/SEZ

**ASHIR SERVICES PRIVATE LIMITED**

(Formerly known as Anchorcert Analytical India Private Limited)

CIN: U74199MH2015FTC266605

Date: 01/02/2022

To,  
The office of the Development Commissioner  
SEEPZ Special Economic Zone  
Andheri (E), Mumbai -400096  
Maharashtra

Subject: Intimation regarding change in the name of company from "Anchorcert Analytical India Private Limited" to "Ashir Services Private Limited"

Dear Sir,

We have an existing SEZ unit at UNIT NO.101 B, SDF- IV, SEEPZ, SEZ, Andheri-East Mumbai 400096.

**Change in Name of the Company**

We would like to inform you that the name of Anchorcert Analytical India Private Limited is changed to "Ashir Services Private Limited" w.e.f. January 31, 2022.

In this regards, we are enclosing following documents for your reference:

1. Certificate of Incorporation pursuant to change of name.
2. Resolution for Change of name of the company.
3. Details of Master Data from Ministry of Corporate Affairs portal for updated Details after change of name of the Company.
4. Memorandum of Association and Articles of Association.

You are requested to take note of the same.

Thanking You.

For Ashir Services Private Limited  
(Formerly known as Anchorcert Analytical India Private Limited)

*Aalap Milan Parikh*  
Aalap Milan Parikh  
Director  
DIN : 06385499



100456  
8/2/22



Registered Office: Unit No.101 B, SDF- IV, Seepz,Sez, Andheri-East Mumbai - 400096.

# ASHIR SERVICES PRIVATE LIMITED

(Formerly known as Anchorcert Analytical India Private Limited)

CIN: U74999MH2015FTC266605

## PROFILE OF ASHIR SERVICES PRIVATE LIMITED (Formerly known as Anchorcert Analytical India Private Limited)

ASHIR SERVICES PRIVATE LIMITED ("the company") having CIN: U74999MH2015FTC266605 (formerly known as Anchorcert Analytical India Private Limited) is a Private Limited company incorporated under Companies Act, 2013 and rules framed thereunder. The said company was originally incorporated on July 14, 2015 as Anchorcert Analytical India Private Limited and further the company has changed its name to **ASHIR SERVICES PRIVATE LIMITED** on January 31, 2022. The company is having Registered office at UNIT NO.101 B, SDF- IV, SEEPZ, SEZ, ANDHERI-EAST MUMBAI 400096.

Ashir Services Private Limited is engaged in the business of providing Professional Scientific and Technical activities. The company has executed Share purchase agreement dated August 12, 2021 thereafter new management has taken over the company. Total paid up share capital of the company is Rs. 14,57,50,000/- and turnover for the year ended March 31, 2021 was Rs.8,197,815/- There are Two directors on the Board of the company. The Company is having major Bank account with Kotak Bank.

### The Details of Board of Directors of the company

SR. NO.	DIN	PAN	Full Name	Present Residential Address	Designation
1	00292585	AABPP5876A	Hiten Bagmal Parikh	41, 87, Nepean Sea Road, Nepean Sea Road, Mumbai 400006	Director
2	06385499	AQFPP2039K	Aalap Milan Parikh	15-A, J Mehta Marg, Next To Khatau Condominium, Mumbai 400006	Director

# ASHIR SERVICES PRIVATE LIMITED

(Formerly known as Anchorcert Analytical India Private Limited)

CIN: U74999MH2015FTC266605

## > List of Directors :-


Existing list of directors		Proposed list of Directors	
Name	Designation	Name	Designation
Mr. John Faren Perry	Director	Mr. Hiten Bagmal Parikh	Director
Mr. Douglas Arthur Henry	Director	Mr. Aalap Milan Parikh	Director
*Mr. Pulkit Ramprakash Singhania	Whole Time Director	-	-

\*NOTE :- Mr. Pulkit Singhania was resign from the organization w.e.f. 20.11.2021. The copy of Form DIR 12 is enclosed for your reference.

## > List of Shareholding Pattern :-

Existing Shareholding Pattern			Proposed Shareholding Pattern		
Name of Shareholder	No. of Shares	%	Name of Shareholder	No. of Shares	%
Birmingham Assay Office	14,574,999	99.99993138	Ashir Manufacturing LLP	14,574,999	99.99993138
Mr. Doug Henry	1	0.000006862	Uni-Design Jewellery Holding LLP	1	0.000006862
<b>Total</b>	<b>14,575,000</b>	<b>100</b>	<b>Total</b>	<b>14,575,000</b>	<b>100</b>

Yours faithfully,  
for Ashir Services Private Limited  
(Formerly known as Anchorcert Analytical India Pvt. Ltd.)

  
Authorised Signatory

Registered Office: Unit No.101 B, SDF- IV, Seepz,Sez, Andheri-East Mumbai - 400096  
Tel: +91-22-46128000



107053/2022/SEZ

**ASHIR SERVICES PRIVATE LIMITED**

(Formerly known as Anchorcert Analytical India Private Limited)

CIN: U74999MH2015FTC266005

**UNDERTAKING**

We undersigned, Directors of Ashir Services Private Limited (Formerly known as Anchorcert Analytical India Private Limited) ("the Company") having Registered office at Unit No.101 B, SDF- IV, SEEPZ, SEZ, Andheri-East Mumbai 400096 hereby undertake that the company shall not opt out or exit out of the Special Economic Zone and continues to operate as going concern. All the Liabilities of the company remain unchanged upon re-organization.

For Ashir Services Private Limited

(Formerly known as Anchorcert Analytical India Private Limited)



Authorised Signatory



GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies  
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

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

Corporate Identification Number (CIN): U74999MH2015FTC266605

I hereby certify that the name of the company has been changed from ANCHORCERT ANALYTICAL INDIA PRIVATE LIMITED to ASHIR SERVICES 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 ANCHORCERT ANALYTICAL INDIA PRIVATE LIMITED.

Given under my hand at Mumbai this Thirty first day of January two thousand twenty-two.



ANIL YADAV

Registrar of Companies  
RoC - Mumbai

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

ASHIR SERVICES PRIVATE LIMITED

UNIT NO.101 B, SDF- IV., SEEPZ, SEZ, ANDHERI-EAST, MUMBAI, Mumbai City, Maharashtra,  
India, 400096



**Anchorcert Analytical India Private Limited**

Regd Off: Unit No.101 B, SDF- IV, Seepz,

Sez, Andheri-East Mumbai - 400096

CIN: U74999MH2015FTC266605

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE EXTRA ORDINARY GENERAL MEETING OF THE MEMBERS OF ANCHORCERT ANALYTICAL INDIA PRIVATE LIMITED HELD ON THURSDAY THE 16<sup>TH</sup> DAY OF DECEMBER, 2021 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT UNIT NO. 101 B, SDF- IV, SEEPZ, SEZ, ANDHERI (E), MUMBAI - 400096.

**TO CHANGE THE NAME OF THE COMPANY AND CONSEQUENTIAL AMENDMENT IN MEMORANDUM OF ASSOCIATION OF THE COMPANY:**

"RESOLVED THAT pursuant to the provisions of Section 4 and 13 and other applicable provisions, if any, of the Companies Act, 2013, (including any statutory modification or re-enactment thereof for the time being in force) and subject to the approval of Central Government (Powers delegated to Registrar of Companies) or any other authority as may be necessary, consent of the Members of the Company be and is hereby accorded for change of name of the Company from 'ANCHORCERT ANALYTICAL INDIA PRIVATE LIMITED' to 'ASHIR SERVICES PRIVATE LIMITED'.

RESOLVED FURTHER THAT pursuant to provisions of Section 13 and any other provisions, if any, of the Companies Act, 2013, and upon receipt of Central Government's approval for change of name, consent of the members be and is hereby accorded to alter the Name Clause (Clause I) of the Memorandum of Association of the Company by deleting the existing clause and replacing it with following new clause:

I. The Name of the Company is 'ASHIR SERVICES PRIVATE LIMITED'.

RESOLVED FURTHER THAT the words 'ANCHORCERT ANALYTICAL INDIA PRIVATE LIMITED' or any other name used for reference to the name of the Company appearing elsewhere in the Memorandum of Association of the Company be replaced with the words 'ASHIR SERVICES PRIVATE LIMITED'.

RESOLVED FURTHER THAT pursuant to provisions of Section 14 and any other provisions, if any, of the Companies Act, 2013, and upon receipt of Central Government's approval for change of name, consent of the members be and is hereby accorded to alter the Articles of Association of the Company by replacing words 'ANCHORCERT ANALYTICAL INDIA PRIVATE LIMITED' or any other name used for reference to the name of the Company appearing in the Articles of Association of the Company with the words 'ASHIR SERVICES PRIVATE LIMITED'.





**Anchorcert Analytical India Private Limited**

Registered Office: Unit No.101 B, SDF- IV, Seepz,

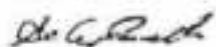
Sez, Andheri-East Mumbai - 400096

CIN: U74999MH2015FTC266605

RESOLVED FURTHER THAT any one of the Board of Directors of the Company be and is hereby authorized to make the necessary application to the Central Government (in e-Form No. INC-22) for the approval of the aforesaid name and to sign and submit the necessary Documents and e-forms for seeking approval for change of name of the Company and to do all

such acts, deeds, matters and things as may, in its absolute discretion, deem necessary to give effect to the said resolution."

FOR ANCHORCERT ANALYTICAL INDIA PRIVATE LIMITED



Aalap M. Parikh

Additional Director

(DIN: 06385499)

Add: 41, 87, Nepean Sea Road,

Nepean Sea Road, Mumbai - 400006.

679

Anchorcert Analytical India Pvt Ltd  
 Regd. Office Unit No. 101 B, 10th Floor, Teraa Sea,  
 Andheri East Mumbai - 400055  
 Maharashtra  
 India  
 CIN: U74999MH2013P10256005



ANCHORCERT  
ANALYTICAL

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ANALYTICAL INDIA PRIVATE LIMITED HELD VIA AUDIO VIDEO CONFERENCING ON 12<sup>TH</sup> AUGUST, 2022

Authorization to execute the Share Purchase Agreement

The Chairperson informed the Board that talks are on-going between Birmingham Assay Office ("BAO") and Ashir Manufacturing LLP ("ASHIR") for the sale and transfer of 1,45,74,999 (one crore forty five lakhs seventy four thousand nine hundred ninety nine) fully paid up equity shares fully paid up equity shares, and also between Mr. Doug Henry and UNI Design Jewellery Holdings LLP ("UNI") for the sale and transfer of 1 (one) fully paid up equity share in Anchorcert Analytical India Private Limited held by BAO to ASHR and by Mr. Henry to UNI at the price of INR 1.12. The share sale price is at fair value as per the share valuation report dated 12<sup>TH</sup> August, 2022 issued by C.B.V. S. Associates LLP, Chartered Accountants.

Further, the Chairman apprised the Board members that the draft share purchase agreement is tabled at the meeting for discussions and approval. The matter was discussed and following resolution was passed unanimously:

RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby accorded for execution of Share Purchase Agreement as tabled and initialed for identification relating to sale/transfer of A) 1,45,74,999 equity shares from Birmingham Assay Office to Ashir Manufacturing LLP and B) 1 equity share from Mr. Doug Henry to UNI Design Jewellery Holdings LLP at INR 1.12 per share.

RESOLVED FURTHER THAT Mr. PuRit Singhania, Director of the Company, be and is hereby authorized to negotiate, represent, discuss, sign and execute the Share Purchase Agreement and all other documents as may be required for effectuating above mentioned transaction and reporting the transaction on the RRMS portal as required under law.

Certified True Copy

For Anchorcert Analytical India Private Limited

DIRECTOR

107053/2022/SEZ

Anchorcert Analytical India Private  
Limited  
Regd Off: Unit No.101 B, SDF- IV, Seepz,  
Suz, Andheri-East Mumbai - 400096  
Maharashtra India  
CIN: U74999MH2015FTC268605



ANCHORCERT  
ANALYTICAL

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF ANCHORCERT ANALYTICAL INDIA PRIVATE LIMITED HELD ON FRIDAY 20<sup>TH</sup> AUGUST, 2021 AT 3.30 PM AT THE REGISTERED OFFICE AT UNIT NO.101 B, SDF- IV, SEEPZ, SUZ, ANDHERI-EAST MUMBAI 400096

APPOINTMENT OF MR. HITEN BAGMAL PARIKH (DIN : 00297585) AS ADDITIONAL DIRECTOR OF THE COMPANY

"RESOLVED THAT pursuant to the provisions of Section 161 and other applicable provisions (including any modification or re-enactment thereof), if any, of the Companies Act, 2013 and Companies (Appointment & Qualification of Directors) Rules, 2014, consent of the Board be and is hereby accorded for appointment of Mr. Hiten Bagmal Parikh (DIN : 00297585) as Additional Director of the Company with immediate effect who shall hold office upto the date of the ensuing Annual General Meeting of the Company.

RESOLVED FURTHER THAT any Director of the Company be and is hereby authorized to file the necessary e-form DIR 12, documents, returns and with the office of the concerned Registrar of Companies, relating to the appointment of Mr. Hiten Bagmal Parikh and to make necessary entries in the statutory registers of the Company including the Register of Directors and do all acts, deeds, matters and things necessary from time to time to give effect to this resolution and matters related thereto."

// Certified True Copy //

For Anchorcert Analytical India Private Limited

  
Aalap Milan Parikh  
Director  
DIN: 06385499

WE AIM TO BE THE BEST  
PASSIONATE | LEADERS | ACCOUNTABLE | INTEGRITY | TEAMWORK  
CIN U74999MH2015FTC268605



107053/2022/SEZ

Anchorcert Analytical India Private  
LimitedRegd Off: Unit No.101 B, SDF- IV, Seepz,  
Sez, Andheri-East Mumbai - 400096  
Maharashtra India  
CIN: U74999MH2015FTC266605ANCHORCER  
ANALYTICAL

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF  
DIRECTORS OF ANCHORCER ANALYTICAL INDIA PRIVATE LIMITED HELD ON FRIDAY 20<sup>th</sup>  
AUGUST, 2021 AT 3.30 PM AT THE REGISTERED OFFICE AT UNIT NO.101 B, SDF- IV, SEEPZ, SEZ,  
ANDHERI-EAST MUMBAI 400096

APPOINTMENT OF MR. AALAP MILAN PARIKH (DIN : 06385499) AS ADDITIONAL DIRECTOR  
OF THE COMPANY

"RESOLVED THAT pursuant to the provisions of Section 161 and other applicable provisions  
(including any modification or reenactment thereof), if any, of the Companies Act, 2013, and  
Companies (Appointment & Qualification of Directors) Rules, 2014, consent of the Board be and  
is hereby accorded for appointment of Mr. Aalap Milan Parikh (DIN: 06385499) as Additional  
Director of the Company with immediate effect who shall hold office upto the date of the  
ensuing Annual General Meeting of the Company.

RESOLVED FURTHER THAT any Director of the Company be and is hereby authorized to file the  
necessary form DIR 12 documents, returns and with the office of the concerned Registrar of  
Companies, relating to the appointment of Mr. Aalap Milan Parikh and to make necessary  
entries in the statutory registers of the Company including the Register of Directors and do all  
acts, deeds, matters and things necessary from time to time to give effect to this resolution and  
matters related thereto."

// Certified True Copy //

For Anchorcert Analytical India Private Limited

Hiten Bagmal Parikh  
Director  
DIN: 00292585

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CIN U74999MH2015FTC266605

107053/2022/SEZ

Anchor Cert India Private  
 Regd. Off: Unit No. 101 B, SDF- IV, Seepz,  
 Sez, Andheri-East Mumbai - 400096  
 Maharashtra India  
 CIN: U74999MH2015FTC266605



ANCHORCER  
 ANALYTICAL

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF ANCHORCER ANALYTICAL INDIA PRIVATE LIMITED HELD ON FRIDAY 20<sup>TH</sup> AUGUST, 2021 AT 3.30 PM AT THE REGISTERED OFFICE AT UNIT NO. 101 B, SDF- IV, SEEPZ, SEZ, ANDHERI-EAST MUMBAI 400096

RESIGNATION OF MR. DOUGLAS ARTHUR HENRY (DIN: 07771875) DIRECTOR OF THE COMPANY

"RESOLVED THAT the board hereby taken note of the resignation of Mr. Douglas Arthur Henry (DIN: 07771875) from the Directorship of the company with immediate effect.

RESOLVED FURTHER THAT any Director of the Company be and is hereby authorized to file E-form DIR 12] with the Registrar of Companies, Mumbai and to make necessary entries in the register of directors and also provide the forms and challans certified by such director to Birmingham Assay Office."

// Certified True Copy //

For Anchorcert Analytical India Private Limited

  
 Aalap Milan Parikh  
 Director  
 DIN: 06385499

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 PASSIONATE | LEADERS | ACCOUNTABLE | INTEGRITY | TEAMWORK  
 CIN U74999MH2015FTC266605



महाराष्ट्र MAHARASHTRA

2021

TV 684673

UNDERTAKING

अध्यक्ष मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. 10000997  
- 1 OCT 2021  
सक्षम अधिकारी

श्री. सी. टि. आनेक

We undersigned, Directors of Anchorcert Analytical India Private Limited having Registered office at Unit No.101 B, SDF- IV, SEEPZ, SEZ, Andheri-East Mumbai 400096 hereby undertake to declare non-involvement of any case affecting the status of unit with reference to appointment and cessation of directors in the company.

For Anchorcert Analytical India Private Limited

*Hiten B. Parikh*  
Hiten B. Parikh  
Director  
DIN : 00292585

*Aalap M. Parikh*  
Aalap M. Parikh  
Director  
DIN : 06385499





ASHIR

# ASHIR SERVICES PRIVATE LIMITED

(Formerly known as Anchorcert Analytical India Private Limited) CIN:

U74999MH2015FTC266605

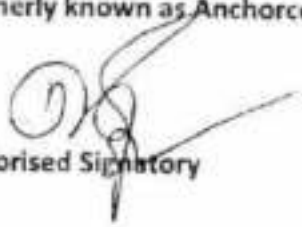
## > DETAILS OF EMPLOYEMENT :-

Existing Employment		Proposed Employment	
Men	Women	Men	Women
1	0	6	4

## > COST OF THE PROJECT & INVESTMENT ON TAKE OVER :-

ASHIR SERVICES PVT. LTD.		
CAPITAL EXPENDITURE	Amount	Amount
	INR	US\$
Furniture & Fittings	1,00,00,000	1,35,043.89
Total Capital Expenditure	1,00,00,000	1,35,043.89
MEANS OF FINANCE	Amount	Amount
	INR	US\$
OWN FUNDS	1,00,00,000	1,35,043.89

Yours faithfully,  
for Ashir Services Private Limited  
(Formerly known as Anchorcert Analytical India Pvt. Ltd.)

  
Authorised Signatory

## Annexure "J"

## SALE SHARES

Folio Nos.	Name of the Seller	Number of Equity Shares held
1	BIRMINGHAM ASSAY OFFICE	14,574,999
2	MR. DOUG HENRY	1
	TOTAL	14,575,000

## Company Master Data

LLPIN	AAA-0876
LLP Name	UNI DESIGN JEWELLERY HOLDINGS LLP
Number of Partners	0
Number of Designated Partners	2
ROC Code	RoC-Mumbai
Date of Incorporation	05/03/2010
Registered Address	611, PANCHRATNA MAMA PARMANAND MARG, MUMBAI MH 400004 IN
Email Id	info@sampatmehta.com
Previous firm/ company details, if applicable	
Total Obligation of Contribution	100000
Main division of business activity to be carried out in India	36
Description of main division	Manufacture of furniture; manufacturing N.E.C.
Date of last financial year end date for which Statement of Accounts and Solvency filed	31/03/2021
Date of last financial year end date for which Annual Return filed	31/03/2021
LLP Status	Active

## Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
No Charges Exists for Company/LLP				

## Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
06385499	AALAP MILAN PARIKH	31/03/2019	-	
06405194	RISHI HITEN PARIKH	31/03/2019	-	



**Company Master Data**

LLPIN	AAO-9889
LLP Name	ASHIR MANUFACTURING LLP
Number of Partners	0
Number of Designated Partners	2
ROC Code	RoC-Mumbai
Date of Incorporation	22/04/2019
Registered Address	612, PANCHARATNA OPERA HOUSE MUMBAI Mumbai City MH 400004 IN
Email Id	compliance@mahendrabrothers.com
Previous firm/ company details, if applicable	
Total Obligation of Contribution	100000
Main division of business activity to be carried out in India	35
Description of main division	Manufacture of furniture; manufacturing N.E.C.
Date of last financial year end date for which Statement of Accounts and Solvency filed	31/03/2021
Date of last financial year end date for which Annual Return filed	31/03/2021
LLP Status	Active

**Charges**

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
No Charges Exists for Company/LLP				

**Directors/Signatory Details**

DIN/PAN	Name	Begin date	End date	Surrendered DIN
00292585	HITEN BAGMAL PARIKH	15/09/2019	-	
06385499	AALAP MILAN PARIKH	15/09/2019	-	

**Company Master Data**

CIN	U74999MH2015FTC266605
Company Name	ASHIR SERVICES PRIVATE LIMITED
ROC Code	RoC-Mumbai
Registration Number	266605
Company Category	Company limited by Shares
Company SubCategory	Subsidiary of Foreign Company
Class of Company	Private
Authorised Capital(Rs)	145900010
Paid up Capital(Rs)	145750000
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	14/07/2015
Registered Address	UNIT NO.101 B, SDF IV, SEEPZ, SEZ, ANDHERI-EAST MUMBAI Mumbai City MH 400096 IN
Address other than R/o where all or any books of account and papers are maintained	-
Email Id	sheru8574@gmail.com
Whether Listed or not	Unlisted
ACTIVE compliance	ACTIVE compliant
Suspended at stock exchange	-
Date of last AGM	20/08/2021
Date of Balance Sheet	31/03/2021
Company Status(for efilling)	Active

**Charges**

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
Fixed Deposit	100000	29/11/2019	-	OPEN

**Directors/Signatory Details**

DIN/PAN	Name	Begin date	End date	Surrendered DIN
00292585	HITEN BAGMAL PARIKH	20/08/2021	-	
AQOPA6105E	RISUL AGARWAL	01/09/2020	-	
06385499	AALAP MILAN PARIKH	20/08/2021	-	

**Company Master Data**

LLPIN	AAA-0876
LLP Name	UNI-DESIGN JEWELLERY HOLDINGS LLP
Number of Partners	0
Number of Designated Partners	2
ROC Code	RoC-Mumbai
Date of Incorporation	05/03/2010
Registered Address	611, PANCHRATNA MAMA PARMANAND MARG, MUMBAI MH 400064 IN
Email Id	info@sampatmehta.com
Previous firm/ company details, if applicable	
Total Obligation of Contribution	100000
Main division or business activity to be carried out in India	36
Description of main division	Manufacture of furniture; manufacturing N.E.C.
Date of last financial year end date for which Statement of Accounts and Solvency filed	31/03/2021
Date of last financial year end date for which Annual Return filed	31/03/2021
LLP Status	Active

**Charges**

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
No Charges Exists for Company/LLP				

**Directors/Signatory Details**

DIN/PAN	Name	Begin date	End date	Surrendered DIN
06345499	AALAP MILAN PARIKH	31/03/2019	-	
06405194	RISHI HITEN PARIKH	31/03/2019	-	



107053/2022/SEZ

[Print](#)**Ministry of Corporate Affairs**

User ID : SEARCH19

**View Director / Designated Partner Details**

DIN/DPIN : 07771875

Date: 16/02/2022 05:48:04 PM

Name : DOUGLAS ARTHUR HENRY

CIN / DIN	Name of the Company/ LLP	Current designation of the Director/ Designated Partner	Date of appointment at current designation	Original date of appointment	Date of cessation	Company/ LLP Status	Defaulting status
U74999MH115FTC265905	SHIR SERVICES PRIVATE LIMITED	Director	29/09/2017	01/04/2017	30/08/2021	Active	

**SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY**  
**SEEPZ SERVICE CENTRE BUILDING,**  
**SEEPZ SEZ,**  
**ANDHERI (EAST), MUMBAI 400096.**  
ddcseepz-mah@nic.in

Unit Name M/s Anchorart Analytical Pvt. Ltd.									
Balance as on Outstanding Dues as on 11.02.2022									
	Gala No.	Rent	BMC	Service Charges	Interest	Fire Cess	Fire Cess Interest	Fine & Penalty	Gate Pass
1	101B	(0.45)	-	-	-	-	-	(0.45)	-
		-	-	-	-	-	-	-	-
	Total	(0.45)	-	-	-	-	-	(0.45)	-
									(0.45)

For Jain V. & Co.  
Chartered Accountants

(Accounts Section)  
SEEPZ SEZ AUTHORITY

**GOVERNMENT OF INDIA  
OFFICE OF THE DEVELOPMENT COMMISSIONER,  
SEEPZ SPECIAL ECONOMIC ZONE,  
ANDHERI (EAST), MUMBAI**

\*\*\*\*\*

**AGENDA NOTE FOR CONSIDERATION OF APPROVAL COMMITTEE**

**a) Proposal: -**

Application for Change of Entrepreneurship and transfer of assets and liabilities from M/s. Saunay Jewels Pvt Ltd. to M/s. IMMENSE JEWELLERY LLP with Change in the Directors and shareholding pattern.

**b) Specific Issue on which decision of AC is required:**

Proposal for Change of Entrepreneurship and transfer of assets and liabilities from M/s. Saunay Jewels Pvt Ltd. to M/s. IMMENSE JEWELLERY LLP with Change in the Directors and shareholding pattern.

**c) Relevant Provisions/Instructions and Orders:**

In terms of instruction no. 39 (5) (ii) read with 109 dt. 18.10.2021.

**d) Other Information:**

M/s. Saunay Jewels Pvt Ltd. vide its communication dt. 07.02.2020 submitted application for Change of Entrepreneur and transfer of assets and liabilities from M/s. Saunay Jewels Pvt Ltd. to M/s. IMMENSE JEWELLERY LLP with Change in the Directors and shareholding pattern.

They have negotiated with M/s. IMMENSE Jewellery LLP, a jewellery unit situated at B/506, Plot no. 18, Panchshil III, Raheja Township, Malad (East), Mumbai-97, who have shown their interest for taking over the assets and liabilities of their existing SEZ unit. The check list of M/s. Saunay Jewels are as under :-

1	Name of the unit	M/s. Saunay Jewels Pvt Ltd.
2	Location	Unit No. GJ12, SDF-VII
3	Area	618 Sq.mtr
3	LOP No. & Date	SEEPZ-SEZ/NUS/APL/GJ-185/94/7942 dated 22.06.1999 as amended
4	Item of Manufacture/Trading	Studded Gold Jewellery, Plain Gold Jewellery, Plain & Studded Silver Jewellery, Plain & Studded Platinum Jewellery
5	Date of commencement of production	01.03.2000
06	LOP valid upto	31.03.2025
07	Rental dues if any	Rs. 26,049/- as on 18.02.2022
08	Sub-lease Agreement Validity	Sub-lease agreement is registered for 30 years w.e.f. 06.07.1999

.....2/-



: 2 :

9	Monitoring Performance	Monitoring performance of the Unit has been noted in terms of Rule 54 of the SEZ Rules 2006 upto the period 2019-20 by the Approval Committee in its Meeting held on 28.10.2021.  Monitoring performance for the period 2020-21 & 2021-22 to be done
10	Details of Change of name of the Company	
	Old Name	M/s. Saunay Jewels Pvt Ltd.,
	New Name as Proposed	M/s. IMMENSE Jewellery LLP

The unit has submitted the application for Change in Entrepreneurship and transfer of assets and liabilities of M/s. Saunay Jewels Pvt Ltd. into M/s. IMMENSE Jewellery LLP.

➤ **LIST OF DIRECTORS/PARTNERS :-**

M/s. Saunay Jewels Pvt Ltd		M/s. IMMENSE Jewellery LLP	
Name	Designation	Name	Partner
Mr. Krishnendu Pashupatinath Chatterjee	Director	Mr. Shrenikd Kumar Nanalal Shah	Partner
Mr. Anuj Chatterjee	Director	Mr. Nishith Menhendra Kumar Shah	Partner
Mr. Nakul Badal Dasmondal	Director	-	-
Mr. Kartick Asto Bele	Director	-	-

It is seen from the above that there is Change in the Directors/Partners.

➤ **DETAILS OF SHAREHOLDING PATTERN I.r.o. M/s. Saunay Jewels Pvt Ltd.,**

Name of the Director	As on 31.03.2021		
	No. of Shares	%	
Krishnendu Pashupatinath Chatterjee	468,500	74.44%	4,685,000.00
Anuj Chatterjee	152,500	24.56%	1,525,000.00

➤ **PROFIT SHARING PF PARTNERS OF M/S. IMMENSE JEWELLERY LLP**

Name of the Director	%
Shrenikd Kumar Nanalal Shah	50.00 %
Nishith Menhendra Kumar Shah	50.00 %

It is seen that they will be generating 100 manpower initially.

.....3/-

➤ **DETAILS OF MEANS OF FINANCE**

Sr No.	Investments	Rs in Lakhs
1	Building	315.00
	Land	-
2	Plant & Machinery	
i	Indigenous	100.00
ii	Import	50.00
	Total	150.00
3	Working Capital	100.00
	<b>Total (1+2+3)</b>	<b>565.00</b>
4	Raw Material, Consumables	400.00
	<b>Total</b>	<b>965.00</b>
	<b>Details of Source of Finance</b> Own Fund Arrangement	<b>956.00</b>

➤ **NETWORTH OF THE PARTNERS AS ON 31.12.2021.**

Sr No.	Partners	Rs.
1	Sh. Nishish Mahendrakumar Shah	10,79,57,466/-
2	Sh. Shrenik Nanlal Shah	4,37,13,683/-

**The Unit has submitted the following documents:-**

1. MOU executed on 14.02.2022 between M/s. Saunay Jewels & M/s. Immense Jewellery
2. The copy of Board Resolution for opting out of the scheme under Rule 74 A of SEZ Rules 2005.
3. IT Returns for 3 years of both the partners of the incoming partners
4. Net worth of both the partners and profit sharing ratio
5. Means of Finance and list of capital goods to be taken over by the incoming Unit
6. Undertaking in terms of Rule 74 A

The detailed projections on before taking over of assets and liabilities of M/s. Saunay Jewels Pvt Ltd. are as under:

Sl. No.	Particulars	Proposed for 5 years 2020-21 to 2024-25		Approved for 3 years 2022-23 to 2024-25	
		Rs. In Lakhs	US\$000	Rs. In Lakhs	US\$000
1.	FOB value of exports	7000	9,589	4800	6,575.34
2.	Import of Machinery	30	41.10	30	41.10
3.	Import of Raw Material and components	700	958.90	480	657.53
4.	Import of Spares & Consumables	-	-	-	-

.....4/-

5.	Repatriation of dividend and profits to foreign collaborates	-	-	-	-
6.	Royalty	-	-	-	-
7.	Lumpsum Know how fee	-	-	-	-
8.	Design & Drawing fees	-	-	-	-
9.	Payment of foreign technicians	-	-	-	-
10.	Payment on training of Indian tech. abroad	-	-	-	-
11.	Commission on export	-	-	-	-
12.	Foreign Travel	275	303.20	180	216.57
13.	Amount of interest to be paid on ECB	-	-	-	-
14.	Any other payment	-	-	-	-
15.	<b>Total (2 to 14)</b>	<b>9.75</b>	<b>1,308.20</b>	<b>690</b>	<b>915.20</b>
16.	<b>NFE (1-15)</b>	<b>6045</b>	<b>8,280.80</b>	<b>4,110</b>	<b>5,630.13</b>

Proposed projection on taking over of assets & liabilities by M/s. IMMENSE JEWELLERY LLP:

Sl. No	Particulars	Proposed for 3 years 2022-23 to 2024-25 as per Rule 74 A (1US\$=Rs. 75.35/-)	
		Rs. In Lakhs	USD(00)
1.	FOB value of exports	7700	10,218.98
2.	Import of Machinery	150	199.07
3.	Import of Raw Material and components	5,390	7,151.28
4.	Used, Unused and broken jewellery for remaking, remelting, royalty & repairing	539	715.12
5.	Import of Spares & Consumables	75	99.54
6.	Repatriation of dividends and profits to foreign collaborates	-	-
7.	Royalty	-	-
8.	Lumpsum Know how fee	-	-
9.	Design & Drawing fees	-	-
10.	Payment of foreign technicians	-	-
11.	Payment on training of Indian tech. abroad	-	-
12.	Commission on export	-	-
13.	Foreign Travel	150	199.07
14.	Amount of interest to be paid on ECB	-	-
15.	Any other payment	-	-
16.	<b>Total (2 to 16)</b>	<b>6,304</b>	<b>8,366.29</b>
17.	<b>NFE (1-17)</b>	<b>1,396</b>	<b>1,852.68</b>

Attention is invited to Rule 19 (2) of the SEZ Rules 2006 which stipulates that :-  
**Proviso :-PROVIDED ALSO that subject to provisions of Rule 74 A, the Approval Committee may also approve the change of the entrepreneur of an approved unit, if the incoming entrepreneur undertakes to take over the assets and liabilities of the existing unit**

.....5/-



Further Rule 74 A stipulates that :-Transfer of assets by SEZ units upon their exit :-

*Unit may opt out of SEZ by transferring its assets and liabilities to another person by way of transfer of ownership including sale of SEZ units subject to following conditions :-*

- a) *Unit has held a valid LOA as well as lease of land for not less than a period of 5 years on the date of transfer*
  - b) *Unit has been operational for a minimum period of 2 years after commencement of production as on date of transfer*
  - c) *Such sale of transfer transaction shall be subject to approval of the Approval committee*
  - d) *Transferee fulfils all eligibility criteria applicable to Unit and ;*
  - e) *Applicable duties and liabilities if any as calculated under rule 74 as well as export obligation of the transferor unit, if any shall stand transferred to transferee unit which shall be under obligation to discharge the same on the same terms and conditions as transferor unit.*
- e) ADC's Recommendation:

The proposal of Change of Entrepreneurship and transfer of assets and liabilities from M/s. Saunav Jewels Pvt Ltd. to M/s. IMMENSE JEWELLERY LLP with Change in the Directors and shareholding pattern in terms of Instruction no. 89 (5) (ii) read with 109 dt. 13.10.2021, is placed before the Approval Committee for consideration.

\*\*\*\*\*





# Saunay Jewels Pvt. Ltd.

07 February 2022

The Development Commissioner,  
SEEPZ Special Economic Zone,  
Govt. of India,  
Ministry of Commerce & Industry,  
Andheri (East),  
**Mumbai- 400 096.**



104013  
17/2/22

Subj: Approval for change of entrepreneur and transfer of assets and liabilities of existing SEZ Unit.

Dear Sir,

We have been granted Letter of Approval No. NUJ5/APL/GJ/185/94/7942 Dated 22.06.1999 as amended for establishment of a Unit at SEEPZ SEZ for manufacture and export of Plain & Studded Gold, Silver and Platinum Jewellery. The approval for renewal of LOA for a further period of 5 years from 01.04.2020 has been granted vide letter No. SEEPZ-SEZ/NUJ/APL/690/2000/VOL II/01303 dated 27.01.2022. The unit commenced production with effect from 04.08.1999.

The export performance during the last 5 years block and current five years block upto 31<sup>st</sup> January 2022 has been as under :-

Year	Value of Exports (Rs. in lakh)
2015-16	1088.54
2016-17	1247.54
2017-18	669.87
2018-19	1418.37
2019-20	1093.16
2020-21	331.38
2021-22(till Jan 31, 2022)	349.02

We have achieved positive Net Foreign Exchange (NFE) during the last block of 5 years as well as current block i.e. 2020-21 to 2024-25.

We would like to inform you that due to Pandemic situation our export performance has come down and we do not foresee prospect of increased export market in the near future. The management has therefore, decided to discontinue the operations in SEEPZ SEZ by transferring the assets and liabilities to another SEZ unit in terms of Rule 74A of SEZ Rules, 2006.



Contd. on next page

CIN : U3691MH1999PTC121145

REGD OFF : GJ-12, SDF VII, SEEPZ SEZ, ANDHERI (EAST), MUMBAI-400096, Tel : 91 22 28292686/83.

FACTORY : J-179, TARAPUR IND. ESTATE, MIDC BOISAR, TALUKA & DIST. PALGHAR, 401501, MAHARASHTRA, Tel : 91 9822645686 / 7030890567

DIAMOND OFFICE : EC-1020, EAST - TOWER, CENTRAL WING, BHARAT DIAMOND BOURSE, B.K.C, BANDRA (EAST) MUMBAI-400051.

E-mail : info@saunayjewels.com Website : www.saunayjewels.com

Saunay Jewels



Saunay Jewels Pvt. Ltd.

In this context, we have negotiated with M/s. IMMENSE JEWELLERY LLP, a Jewellery unit situated at B/506, Plot No 18, Panchshil III, Raheja Township, Malad (East), Mumbai-400037. Who have shown their interest for taking over the assets and liabilities of our existing SEZ Unit, a copy of MOU entered into with M/s. IMMENSE JEWELLERY LLP., is enclosed for your consideration.

In view of the above, you are requested to kindly consider grant of approval for change of entrepreneur and transfer of the assets and liabilities of the existing SEZ Unit covered by fore-said LOA NUS:APL:GJ:145347942 Dated 22.06.1999 as amended in terms of Rule 19 (2) of SEZ Rules, 2006 read with Rule 74A of SEZ Rules, 2006.

Thanking you,

Yours faithfully,  
For SAUNAY JEWELS PVT.LTD.

Director.



- Encl: 1. Board Resolution.  
2. Copy of MOU  
3. Annexure 1  
4. LOA copy  
5. Registered Lease Agreement.

CIN : U3691MH1999PTC121145

REGD OFF : GJ-12, SDF VII, SEEPZ SEZ, ANDHERI (EAST), MUMBAI-400096, Tel : 91 22 28292686/83,

FACTORY : JAYR. TAPASUR IND. ESTATE, MIDC BOISAR, TALUKA & DIST. PALGHAR, 401501, MAHARASHTRA, Tel : 91 9822649686 / 7030898567

DIAMOND OFFICE : EC-1020, EAST - TOWER, CENTRAL VING, BHARAT DIAMOND BOURSE, B.K.C, BANDRA (EAST) MUMBAI-400051,

E-mail : info@saunayjewels.com Website : www.saunayjewels.com



SAUNAY JEWELS PVT. LTD. SAUNAY

**CERTIFIED EXTRACTS OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS HELD ON MONDAY, 7<sup>TH</sup> FEBRUARY 2022 OF SAUNAY JEWELS PVT. LTD. AT REGISTERED OFFICE AT GJ12, SDF VII, SEEPZ SEZ, ANDHERI(E), MUMBAI-400096, INDIA**

**OPTING OUT OF SEZ SCHEME**

**Resolved that** the consent of Board of Directors is hereby accorded for opting out of SEZ scheme from SEEPZ SEZ of M/s SAUNAY JEWELS PVT. LTD. located at unit no GJ 12, SDF VII, SEEPZ SEZ, ANDHERI(E), Mumbai-400096 covered by LOA no NUS:APL:GJ:185:94:7942 Dated 22.06.1999 as amended.

**Resolved further that** exit from the SEZ scheme will be executed under "opting out of SEZ scheme under Rule 74A of SEZ Rules, 2006" with the office of Development Commissioner, SEEPZ SEZ.

**Resolved further that** Shri Krishnendu P Chatterjee Director is authorized to sign all documents including application to office of Development Commissioner, SEEPZ SEZ and MoU with M/s IMMENSE JEWELLERY LLP.

**Resolved further that** for the purpose of giving effect to this resolution, the above mentioned signatory is hereby authorized to do all such acts or things as may be necessary.

**"Resolved further that** a certified true copy of this resolution be made available to any statutory authorities / government body / institution / other concerned for the purpose of record / information & action".

For SAUNAY JEWELS PVT. LTD.

  
(DIRECTOR)



For SAUNAY JEWELS PVT. LTD.

  
(DIRECTOR)

For SAUNAY JEWELS PVT. LTD.

  
(DIRECTOR)



For SAUNAY JEWELS PVT. LTD.

  
(DIRECTOR)

CIN : U3691MH1999PTC121145

REGD OFF : GJ-12, SDF VII, SEEPZ SEZ, ANDHERI (EAST), MUMBAI-400096, Tel : 91 22 28292586/83,

FACTORY : J-179, TARAPUR IND. ESTATE, MIDC BOISAR, TALUKA & DIST. PALGHAR, 401501, MAHARASHTRA, Tel : 91 9322545686 / 7030896587

DIAMOND OFFICE : EC-1020, EAST - TOWER, CENTRAL WING, BHARAT DIAMOND BOURSE, B.K.C. BANDRA (EAST) MUMBAI-400051,

E-mail : info@saunayjewels.com Website : www.saunayjewels.com



107053/2022/SEZ



महाराष्ट्र MAHARASHTRA

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BL 772049

प्रधान मुद्रांक कार्यालय, मुंबई  
 प.स.वि.क. ८००००९५  
 - 1 FEB 2022  
 सहायक अधिकारी

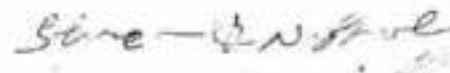


श्री. दि. क. गवई

### Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING made this 14<sup>th</sup> day February of 2022 between M/S Saunay Jewels Pvt. Ltd. having its registered office at GJ-12, SDF VII, SEEPZ SEZ, Andheri (East), Mumbai-400096, hereinafter referred to as "SAUNAY" (which expression shall unless it be repugnant to the Subject or context thereof to mean and include its respective heirs, executors, administrators and assigns) of the **ONE PART;**

AND M/s. IMMENSE JEWELLERY LLP having its registered office at B 506, Plot No 18, Panchsail III, Raheja Township, Malad (East), Mumbai-400097 hereinafter referred to as "IMMENSE" which expression shall unless it be repugnant to the subject or context thereof to mean and include their present partners / directors and their nominees and their respective heirs, executors, administrators and assigns) of the **SECOND PART;**

AND WHEREAS IMMENSE JEWELLERY LLP is desirous of opening a manufacturing unit in SEEPZ SEZ, approached "SAUNAY" who are interested in opting out of SEZ Scheme under Rule 74 A of SEZ Rules, 2006 for transfer of its assets and liabilities to "IMMENSE JEWELLERY LLP" subject to obtaining approval from the Development Commissioner, SEEPZ SEZ / Approval Committee.

AND WHEREAS the said "SAUNAY" who are engaged in manufacturing of Studded Gold/Silver/Platinum Jewellery for exports has agreed to transfer the Letter of Approval No. NUS/APL/GJ:185/94/7942 dated 22.06.1999 as amended regularly after every five years block along with all the movable and immovable assets (as per annexure 1) and liabilities pertaining to their operations in SEEPZ SEZ in terms of Rule 19 (2) of Rules, 2006 and Rule 74A of SEZ Rules, 2006.

AND WHEREAS the said IMMENSE JEWELLERY LLP is desirous of taking over the Manufacturing & Export of Jewellery business activities covered by Letter of Approval No. NUS/APL/GJ:185/94/7942 dated 22.06.1999 as amended after every block of five years of "SAUNAY" in SEEPZ SEZ under the provisions of change of entrepreneur and taking over assets and liabilities on mutually agreed terms and conditions.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:-

1. "SAUNAY" shall obtain approval for change of entrepreneur and transfer of assets and liabilities in respect of Letter of Approval No. NUS/APL/GJ:185/94/7942 dated 22.06.1999 as amended after every block of five years to the Development Commissioner, SEEPZ SEZ / Approval Committee under the relevant provisions of SEZ Rules, 2006 referred to above.
2. "IMMENSE JEWELLERY LLP" shall apply to the Development Commissioner, SEEPZ SEZ/ Approval Committee for taking over the assets and liabilities in respect of Letter of Approval No. NUS/APL/GJ:185/94/7942 dated 22.06.1999 as amended after every block of five years.
3. "SAUNAY" will hand over possession of Unit No. GJ 12 at SDF VII, after complying with the prescribed procedure in this regard.
4. "IMMENSE JEWELLERY LLP" shall make final payment for the infrastructure facilities created in the unit number GJ 12 at SDF VII after receipt of requisite approvals from the Office of Development Commissioner SEEPZ SEZ.
5. Total consideration payable by "IMMENSE JEWELLERY LLP" is of Rs 3,15,00,000/- (Rupees Three Crores Fifteen Lakhs only) which is inclusive of all the movable & immovable assets and Liabilities (as per annexure 1) lying in the said Gala, of M/s Saunay Jewels Pvt. Ltd on as is where is "basis", which will be paid in three equivalent part as follows:-

- a. On signing of MOU
- b. On making application to SEEPZ SEZ.
- c. At the time of handing over the possession








107053/2022/SEZ

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands this day and year as first hereinabove written.

SIGNED AND DELIVERED by the within-named

Saunay Jewels Pvt. Ltd

Director

Witnesses:

1.

*[Signature]*

— SUTANU R. S.

2.

*[Signature]*

Sachin Patil



IMMENSE JEWELLERY LLP

SI

Partner

*[Signature]* N. Shah

SHRENIK. N. SHAH



*[Signature]*

ISHITH. M. SHAH

Witnesses

2.

*[Signature]*

Shrotika Mhetre

*[Signature]*

YOGESH. K. PATEL





Date: 17<sup>th</sup> February, 2022

TO WHOMSOEVER IT MAY CONCERN

List of Directors of the Company.

1. MR. KRISHNENDU PASHUPATINATH CHATTERJEE
2. MR. ANUJ CHATTERJEE
3. MR NAKUL BADAL DASMONDAL
4. MR KARTICK ASTO BELEL.

Thanking you.

For Saunay Jewels Pvt. Ltd.

  
Director




CIN : U3691MH1999PTC121145

REGD OFF : GJ-12, SDF VII, SEEPZ SEZ, ANDHERI (EAST), MUMBAI-400096, Tel : 91 22 28292686/93,

FACTORY : J-179, TARAPUR IND. ESTATE, MIDC BOISAR, TALUKA & DIST. PALGHAR, 401501, MAHARASHTRA, Tel : 91 9822645686 / 7030898567

DIAMOND OFFICE : EC-1020, EAST - TOWER, CENTRAL WING, BHARAT DIAMOND BOURSE, B.K.C, BANDRA (EAST) MUMBAI-400051,

E-mail : [info@saunayjewels.com](mailto:info@saunayjewels.com) Website : [www.saunayjewels.com](http://www.saunayjewels.com) 



# Saunay Jewels Pvt. Ltd.

Date: 17<sup>th</sup> February, 2022

## TO WHOMSOEVER IT MAY CONCERN

**Details of shareholders holding of the Company.**

Equity Shares of ₹10/- each fully paid up

Name	As at 31st March, 2021		
	No. of Shares	%	
Krishnendu PashupatiNath Chatterjee	468,500	75.44%	4,685,000.00
Anuj Chatterjee	152,500	24.56%	1,525,000.00

Thanking you.

For Saunay Jewels Pvt. Ltd.

  
  
 Director

CIN : U3691MH1999PTC121145

REGD OFF : GJ-12, SDF VII, SEEPZ SEZ, ANDHERI (EAST), MUMBAI-400096, Tel : 91 22 28292886/83.

FACTORY : J-179, TARAPUR IND. ESTATE, MIDC BOISAR, TALUKA & DIST. PALGHAR, 401301, MAHARASHTRA, Tel : 91 9822640686 / 7030898567

DIAMOND OFFICE : EC-1020, EAST - TOWER, CENTRAL WING, BHARAT DIAMOND BOURSE, B.K.C. BANDRA (EAST) MUMBAI-400051,

E-mail : [info@saunayjewels.com](mailto:info@saunayjewels.com) Website : [www.saunayjewels.com](http://www.saunayjewels.com) 

107053/2022/SEZ

**INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT**

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4, ITR-5, ITR-6, ITR-7 filed and verified electronically]

Assessment Year

**2019-20**

PERSONAL INFORMATION AND THE ACKNOWLEDGEMENT NUMBER	Name			PAN			
	NISHITH MAHENDRA SHAH			AAVPS3114Q			
	Flat/Door/Block No	Name Of Premises/Building/Village		Form Number	ITR-3		
	801	SATGURU TOWER					
	Road/Street/Post Office	Area/Locality					
	JUNCTION OF NORTH AND CENTRAL AVENUE ROAD	SANTACRUZ WEST		Status Individual			
	Town/City/District	State	Pin/Zip Code	Filed u/s			
	MUMBAI	MAHARASHTRA	400054	139(1)-On or before due date			
	Assessing Officer Details (Ward/Circle)			WARD 22(2)(+), MUMBAI			
	e-filing Acknowledgement Number			179633391270919			
COMPUTATION OF INCOME AND TAX THEREON	1	Gross total income			1	1173641	
	2	Total Deductions under Chapter-VI-A			2	185000	
	3	Total Income			3	988790	
	3a	Deemed Total Income under AMT/MAT			3a	988090	
	3b	Current Year loss, if any			3b	88287	
	4	Net tax payable			4	114513	
	5	Interest and Fee Payable			5	339	
	6	Total tax, interest and Fee payable			6	114852	
	7	Taxes Paid	a	Advance Tax	7a	80200	
		b	TDS	7b	39061		
		c	TCS	7c	0		
		d	Self Assessment Tax	7d	0		
		e Total Taxes Paid (7a+7b+7c+7d)				7e	
8	Tax Payable (6-7e)			8	0		
9	Refund (7e-6)			9	4400		
10	Exempt Income	Agriculture		10	998493		
		Others	998493				

Income Tax Return submitted electronically on 27-09-2019 15:45:08 from IP address 122.169.57.149 and verified byNISHITH MAHENDRA SHAH having PAN AAVPS3114Q on 27-09-2019 15:45:08 from IP address 122.169.57.149 using Digital Signature Certificate (DSC)DSC details: 261913981777118993BCN=SafeScrip sub-CA for BCI Class 2 2014,OU=Sub-CA,O=Safe Technologies Limited,C=IN**DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU**



107053/2022/SEZ

**INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT**

(Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3,

ITR-4(SUGAM), ITR-5, ITR-6, ITR-7 filed and verified)

(Please see Rule 12 of the Income-tax Rules, 1962)

Assessment Year

**2020-21**

AN	AAVPS3114Q		
ame	NISHITH MAHENDRA SHAH		
ddress	801, SATGURU TOWER, JUNCTION OF NORTH AND CENTRAL AVENUE ROAD, SANTA CRUZ WEST, MUMBAI, MAHARASHTRA, 400054		
tatus	Individual	Form Number	ITR-3
iled u/s	139(1)-On or before due date	e-Filing Acknowledgement Number	92781257002L121
Taxable Income and Tax details	Current Year business loss, if any	1	0
	Total Income		3672260
	Book Profit under MAT, where applicable	2	0
	Adjusted Total Income under ABT, where applicable	3	3672260
	Net tax payable	4	517081
	Interest and Fee Payable	5	41228
	Total tax, interest and Fee payable	6	558309
	Taxes Paid	7	575813
Distribution Tax details	(+) Tax Payable /(-) Refundable (6-7)	8	7500
	Dividend Tax Payable	9	0
	Interest Payable	10	0
	Total Dividend tax and interest payable	11	0
	Taxes Paid	12	0
Detail	(+) Tax Payable /(-) Refundable (9-12)	13	0
	Accreted Income as per section 115TD	14	0
	Additional Tax payable u/s 115TD	15	0
	Interest payable u/s 115TE	16	0
	Additional Tax and interest payable	17	0
	Tax and interest paid	18	0
	(+) Tax Payable /(-) Refundable (17-18)	19	0

Income Tax Return submitted electronically on 02-01-2021 15:20:09 from IP address 223.229.201.115 and verified by

NISHITH MAHENDRA SHAH

Using PAN AAVPS3114Q on 02-01-2021 15:59:24 from IP address 223.229.201.115 using

Electronic Verification Code CF3ELZKAKI generated through Aadhaar OTP mode

**DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU**

107053/2022/SEZ

## INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

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

Assessment Year

2021-22

PAN: AAVPS3114Q  
 Name: NISHITH MAHENDRA SHAH  
 Address: 801, SATGURU TOWER, JUNCTION OF NORTH AND CENTRAL AVENUE ROAD, SANTACRUZ WEST, MUMBAI, 19, Maharashtra, 91-India, 400054  
 Status: Individual  
 Form Number: ITR-3  
 Filed u/s: 139(1) Return filed on or before due date  
 e-Filed Acknowledgement Number: 547369820291221

Taxable Income and Tax details	Current Year business loss, if any	1	0
	Total Income		0.32,130
	Book Profit under MAT, where applicable	2	0
	Adjusted Total Income under AMT, where applicable	3	0
	Net tax payable	4	16,04,182
	Interest and Fee Payable	5	43,149
Distribution Tax details	Total tax, interest and Fee payable	6	16,47,331
	Taxes Paid	7	16,47,404
	(+/-) Tax Payable / (-) Refundable (6-7)	8	1.70
	Dividend Tax Payable	9	0
	Interest Payable	10	0
	Total Dividend tax and interest payable	11	0
Annuity Income & Tax details	Taxes Paid	12	0
	(+/-) Tax Payable / (-) Refundable (11-12)	13	0
	Annuity Income as per section 115TD	14	0
	Additional Tax payable u/s 115TD	15	0
	Interest payable u/s 115TD	16	0
	Additional Tax and interest payable	17	0
Total	Tax and interest paid	18	0
	(+/-) Tax Payable / (-) Refundable (17-18)	19	0

Income Tax Return submitted electronically on 29-12-2021 15:33:15 from IP address 10.1.82.121 and verified by NISHITH MAHENDRA SHAH having PAN AAVPS3114Q on 29-12-2021 15:33:13 using Electronic Verification code C49X1RZU7L generated through Aadhaar OTP mode

System Generated

Barcode/QR Code



AAVPS3114Q03347301830291221660A14810E6B2ADFF14C8033510091ED7ACEFED

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU



107053/2022/SEZ

PERSONAL INFORMATION AND THE DATE OF ELECTRONIC TRANSMISSION

COMPUTATION OF INCOME AND TAX THEREON

**INDIAN INCOME TAX RETURN VERIFICATION FORM**

Assessment Year

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4(SUGAM), ITR-5, ITR-7 transmitted electronically without digital signature].

**2018-19**

(Please see Rule 12 of the Income-tax Rules, 1962)

Name <b>SHRENIKBHAI NANALAL SHAH</b>		PAN <b>AN</b>	
Flat/Door/Block No <b>C/O VIPULBHAI GOVINDRAM DAVE</b>		Form No. which has been electronically transmitted <b>ITR-2</b>	
Name Of Premises/Building/Village <b>JANBAINI VADI</b>		Area/Locality <b>COLLEGE COMPUND,</b>	
Road/Street/Post Office <b>PALANPUR,</b>		Status <b>Individual</b>	
Town/City/District <b>PALANPUR,</b>		State <b>GUJARAT</b>	Pin/Zip Code <b>385001</b>
Designation of AO (Ward / Circle) <b>A C IT PALANPUR 118</b>		Aadhaar Number/ Enrollment ID <b>XXXX XXXX 0810</b>	
E-filing Acknowledgement Number <b>2512-7190310818</b>		Date (DD-MM-YYYY) <b>31-08-2018</b>	
Original or Revised <b>ORIGINAL</b>			

1	Gross Total Income	1	1499764
2	Deductions under Chapter-VI-A	2	180000
3	Total Income	3	1319764
a	Current Year loss, if any	3a	0
4	Net Tax Payable	4	213136
5	Interest and Fee Payable	5	536
6	Total Tax, Interest and Fee Payable	6	218872
7	Taxes Paid		
a	Advance Tax	7a	0
b	TDS	7b	155941
c	TCS	7c	0
d	Self Assessment Tax	7d	62930
e	Total Taxes Paid (Tax+7b+7c+7d)	7e	218871
8	Tax Payable (6-7e)	8	0
9	Refund (7e-6)	9	0
10	Exempt Income		
	Agriculture		0
	Others		432229
		10	432229

**VERIFICATION**

I, **SHRENIKBHAI NANALAL SHAH** son/ daughter of **NANALAL SHAH**, holding Permanent Account Number **AN**, solemnly declare to the best of my knowledge and belief, the information given in the return and the schedules thereto which have been transmitted electronically by me with acknowledgement number mentioned above is correct and complete and that the amount of total income and other particulars shown therein are truly stated and are in accordance with the provisions of the Income-tax Act, 1961 in respect of income chargeable to income tax for the previous year relevant to the assessment year 2018-19. I further declare that I am making this return in my capacity as **Self** and I am also competent to make this return and verify it.

Sign here  Date **31-08-2018** Place **PALANPUR,**

If the return has been prepared by a Tax Return Preparer (TRP) give further details as below:

Identification No. of TRP	Name of TRP	Counter Signature of TRP

For Office Use Only

Receipt No.

Filed from IP address **45.127.83.134**

Date

Seal and signature of receiving official



ANMP251271903108180011081840CF3FE4106E9B73A7A65F0354A32F22561B0B

Please send the duly signed Form ITR-V to "Centralized Processing Centre, Income Tax Department, Bengaluru 560500", by **ORDINARY POST OR SPEED POST ONLY**, within 120 days from date of transmitting the data electronically. Form ITR-V shall not be received in any other office of the Income-tax Department or in any other manner. The confirmation of receipt of this Form ITR-V at ITC-CPC will be sent to the e-mail address **len\_dabahu@yahoo.co.in**



107053/2022/SEZ

**INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT**

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4, ITR-5, ITR-6, ITR-7 filed and verified electronically]

Assessment Year

**2019-20**PERSONAL INFORMATION AND THE  
ACKNOWLEDGEMENT  
NUMBER


Name <b>SHRENIKBHAI NANALAL SHAH</b>			PAN <b>AIMP2569J</b>	
Flat/Door/Block No.	Name Of Premises/Building/Village		Form Number <b>ITR-2</b>	Status <b>Individual</b>
<b>C/O. VIPULBHAI GOVENDRAM DAVE</b>				
Road/Street/Post Office	Area/Locality			
<b>JANBAINI VADI,</b>	<b>COLLEGE COMPOUND,</b>			
Town/City/District	State	Pin/Zip Code	Filed w/s	
<b>PALANPUR,</b>	<b>GUJARAT</b>	<b>385001</b>	<b>139(4)-Related</b>	
Assessing Officer Details (Ward/Circle)			<b>CIRCLE, PALANPUR</b>	
e-filing Acknowledgement Number			<b>280016600311219</b>	

COMPUTATION OF INCOME  
AND TAX THEREON

1	Gross total income			1	1949787
2	Total Deductions under Chapter-VIA			2	185000
3	Total Income			3	1764790
3a	Deemed Total Income under AMT/MAT			3a	1764790
3b	Current Year loss, if any			3b	0
4	Net tax payable			4	343078
5	Interest and Fee Payable			5	25392
6	Total tax, interest and Fee payable			6	368470
7	Taxes Paid	a	Advance Tax	7a	0
		b	TDS	7b	236903
		c	TCS	7c	0
		d	Self Assessment Tax	7d	138410
		e	Total Taxes Paid (7a+7b+7c+7d)	7e	375313
8	Tax Payable (6-7e)			8	0
9	Refund (7e-6)			9	0
10	Exempt Income	Agriculture		10	218157
		Others			

Income Tax Return submitted electronically on 31-12-2019 11:24:13 from IP address 117.204.227.139 and verified by SHRENIKBHAI NANALAL SHAH having PAN AIMP2569J using duly signed ITR-V form received at "Centralized Processing Centre, Income Tax Department, Bengaluru - 560500" on 06-01-2020

**DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU**

FORM ITR-V		<b>INDIAN INCOME TAX RETURN VERIFICATION FORM</b> [Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4 (SUGAM), ITR-5, ITR-7 filed by: NOT verified Electronically] Please see Rule 112 of the Income Tax Rules, 1962		Assessment Year <b>2020-21</b>
Name		SHRENIKBHAI NANALAL SHAH		
PAN	AIMF2569J	Form Number	ITR-1	
Filed with	139(1)-On or before due date	e-Filing Acknowledgement Number	166800810090121	
<b>VERIFICATION</b>				
I, <u>SHRENIKBHAI NANALAL SHAH</u> son/ daughter of <u>NANALAL SHAH</u> , solemnly declare that to the best of my knowledge and belief, the information given in the return which has been submitted by me vide acknowledgement number <u>166800810090121</u> is correct and complete and is in accordance with the provisions of the Income-tax Act, 1961. I further declare that I am making this return in my capacity as <u>Self</u> and I am also competent to make this return and verify it. I am holding permanent account number <u>AIMF2569J</u>				
Signature				
Date of submission	09-01-2021 22:13:15	Source IP address	117.204.227.2	
System Generated barcode		 AIMF2569J0168800810090121682982537805P43C13F390448C11A98F724708C6		
<b>Instructions:</b> <ol style="list-style-type: none"> <li>Please send the duly signed (preferably in blue ink) Form ITR-V to "Centralized Processing Centre, Income Tax Department, Bengaluru 560500", by ORDINARY POST OR SPEED POST ONLY, so as to reach within 120 days from date of submission of ITR. Alternately, you may e-verify the electronic transmitted return data using Aadhaar OTP or Login to e-Filing account through Net-Banking login or EVC obtained generated using Pre-Validated Bank Account/Demat Account or EVC generated through Bank ATM.</li> <li>If Form ITR-V is received beyond the 120<sup>th</sup> day of electronic transmission of the return data or e-Verified beyond the 120<sup>th</sup> day of electronic transmission of the return data, then the day on which e-Verified or the Form ITR-V is received at Centralized Processing Centre, Income Tax Department, Bengaluru would be treated as the date of filing the Income Tax Return and all consequences of Income Tax Act shall accordingly will be applicable.</li> <li>Form ITR-V shall not be received in any other office of the Income Tax Department or in any other manner. The confirmation of receipt of this Form ITR-V at ITD-CPC will be sent to the e-mail id registered in the e-Filing account.</li> </ol>				
On successful verification, the return filing acknowledgement can be downloaded from e-Filing portal as a proof of completion of process of filing the return of Income.				



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महाराष्ट्र MAHARASHTRA

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72 796097

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.अ. ८००००१५

२ - ६ FEB 2022

सक्षम अधिकारी

श्रीम. एल. एस. सांगळे

UNDERTAKING

We hereby undertake all the liabilities of LOA no NUS:APL:GJ:185:94:7942 Dated 22.06.1999 as amended and also state that we will not opt out or exit from Special Economic Zone and we will continue to operate as a manufacturing Unit in SEZ.

for IMMENSE JEWELLERY LLP

*(Signature)*  
(Partner)

*(Signature)*  
(Partner)





107053/2022/SEZ

Pulindra M. Patel  
B.Com. F.C.A., Inter U.S.

**PULINDRA PATEL & CO**  
**CHARTERED ACCOUNTANTS**  
307, Gold Mohur Co.Op.Society,  
174, Princess Street, Mumbai- 2.  
Tel No. : 22055233  
Mobile : 9322268243  
E Mail : [puindra\\_patel@hotmail.com](mailto:puindra_patel@hotmail.com)

Ref No. : 202/2021-22  
UDIN : 22048991ACZNLS1649

To,  
Development Commissioner of Seepz-Sez,  
Seepz-Sez, Andheri East,  
Mumbai - 400096

As per the Information and explanations given to us and as per the records produced before us we certify the net worth of Mr Nishith Mahendrakumar Shah having allotted Pan No. AAVPS3114Q residing at 801, Satguru Tower, Junction of North and Central Avenue, Santacruz (West), Mumbai - 400054 is ₹ 10,79,67,186/- as on 31<sup>st</sup> December, 2021 which is as per working given below :

#### NET WORTH STATEMENT

ASSETS:		
Sr. No.	Particulars	Amount
1	<b>Fixed Assets:</b>	
	Plot At Lonavala	28,22,232
	Flat At Santacruz	1,65,91,260
	Manohar Property	1,43,734
	Personal Effect	2,55,000
	Maruti Suzuki Celerio	5,86,788
2	<b>Investments:</b>	
	Investment In Mutual Fund	85,71,577
	Investment In shares	2,81,12,345
	Jewellery	65,528
	Investment In Bond	9,59,000
	Public Providend Fund	23,00,790
	Investment In Bank Fd	1,52,00,000
	Standard Life Insurance Policy	10,00,000
3	<b>Loans &amp; Advance:</b>	
	Accrued Intrest On VEPL Inevstment	55,433
	Accured Intrest On Bank Fd	9,43,566
	Loans & Advance	37,000
	K.A.Export	20,53,283
	Shrenik Nanalai Shah	65,00,000
	VEPL Investment	11,50,000
	Shop In Studio	18,00,000

*Shah*

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ASSETS:		
Sr. No.	Particulars	Amount
6	Cash At Bank	
	Bank Of Baroda	3,376
	HDFC Bank Ltd	1,77,45,821
	Total (A)	10,81,85,609
LIABILITIES:		
Sr. No.	Particulars	Amount
1	Unsecured Loans	2,18,123
	Total (B)	2,18,123
	NET WORTH (A-B)	10,79,67,486

The above working is based on the figures provided by the client and we have relied on the figures certified by the client.

For PULINDRA PATEL & CO.  
Chartered Accountants

PULINDRA  
MADHUSUDAN  
PATEL

Digitally signed by PULINDRA  
MADHUSUDAN PATEL  
Date: 2022.02.17 18:16:08  
+05'30'

(P. M. PATEL)  
Proprietor  
Membership No. 48991

Place : Mumbai  
Date : 17<sup>th</sup> February, 2022



107053/2022/SEZ

**SHAILESH H. MEHTA & ASSOCIATES**

CHARTERED ACCOUNTANTS

C.A. Shailesh H. Mehta

F.C.A.

## Office:

12, Copal-Jordan C.H.S.  
7th Floor, 235, Mathuradas Road,  
Popat Niwas Compound,  
Kandivali (West), Mumbai - 400 067, INDIA  
T : 7736935846  
M - 9223413563, 9082255615  
Email : sscha315@gmail.com



## Res:

Flat No. 15, "Sankalp", 4th Floor,  
Charkop Vima Kamgar C.H.S.  
Plot No. 125, Sector - 2,  
Charkop, Kandivali (West),  
Mumbai - 400 067, INDIA  
T : 28690279

To,  
Development commissioner of Seepz-Sez  
Seepz, Andheri (East)  
Mumbai-400096

Based on the relevant records, documents and information produced before me, I hereby certify that the following are the networth owned singly or jointly by Mr. Shrenik Nanalal Shah and his wife Mrs. Jigisha Shrenik Shah as on 31st December 2021.

- 1 Mr. Shrenik Nanalal Shah
- 2 Mrs. Jigisha Shrenik Shah

PAN  
AIMPS2569J  
ALSPS7449G

Address: Flat no.506-507, Panchsheel 3 B Wing, Raheja Township, Malad (East), Mumbai - 400097

	Value (Rs.)	Value (Rs.)
<b>A) Immovable Assets</b>		
1 Residential flats at Raheja Township, Malad (East), Mumbai-400097.	20000000	
Note: Estimated Market Value is based on the Govt Stamp Duty Ready Reckoner		
2 Plot of Land at Gandhinagar, Gujarat	1850000	
Valued at cost of purchase		
3 Plot of land at Wada	131000	
Valued at cost of purchase		
		21981000
<b>B) Movable Assets</b>		
1 PPF Accounts	7737235	
2 Fixed Deposit With Banks	137294	
3 Saving Bank Accounts With Banks	3650573	
4 Investment in Shares & Mutual Funds	3400000	
5 Motor Cars	2900000	
6 Jewellery (At Cost)	570000	
7 Loans & Advances	19475581	37870683
<b>C) Liabilities</b>		
Secured Loans	1138000	
Unsecured Loans	15000000	16138000
<b>D) Total Movable Assets (Net) (B-C)</b>		21732683
<b>E) Networth (Rs.) (A+D)</b>		43713683

Place: Mumbai  
Date: 18th February 2022  
UDIN: 22104341ADBDMQ3663

For M/s Shailesh H. Mehta & Associates  
Chartered Accountants  
(Firm Reg. No.:118237W)

*Shrenik & Jigisha*

*Shailesh H. Mehta*

CA Shailesh H. Mehta  
Proprietor  
(Membership No.: 164341)





107053/2022/SEZ

**IMMENSE JEWELLERY LLP**

B-506, PLOT No.18 PANCHSHIL III, RAHEJA TOWNSHIP, MALAD(East), Mumbai-400 097. CELL : 9833167639

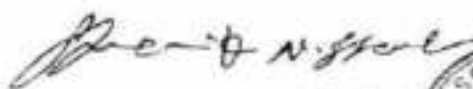
To Whomsoever it may concern

**Profit Sharing of Partners of IMMENSE JEWELLERY LLP**

SHRENIKKUMAR NANALAL SHAH	50.00%
NISHITH MAHENDRAKUMAR SHAH	50.00%

We will be generating 100 manpower initially

For IMMENSE JEWELLERY LLP



Partner



107053/2022/SEZ

**IMMENSE JEWELLERY LLP**

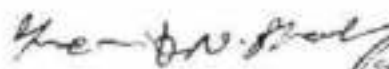
B-506, PLOT No.18, PANCHSHIL III, RAHEJA TOWNSHIP, MALAD(East) Mumbai-400 097. CELL : 9833187699

To,  
Development Commissioner,  
SEZ Special Economic Zone,  
Andheri(East),  
Mumbai-400096.

By Means of Finance &amp; Investments

	INVESTMENTS	Rs in Lakhs
1	Building Land	315.00 -
2	Plant & Machinery	
i	Indigenous	100.00
ii	Import	50.00
	Total (i+ii)	150.00
3	Working Capital	100.00
	Total (1+2+3)	565.00
4	Raw Material, Consumables	400.00
	Total	965.00
	Details of Source of Finance	
	Own Fund Arrangement	965.00

For IMMENSE JEWELLERY LLP



Partner






पहारा MAHARASHTRA

2021

35 11 2021

LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS Agreement of Limited Liability Partnership made at Mumbai this 14th Day of July, 2021.

BETWEEN

1. **MR. SHRENIKKUMAR NANALAL SHAH**, son of Mr. Nanalal Shah, residing at B-506, Plot No. 1R, Panchasheel 3, Rahola Township, Malad (East), Mumbai - 400 097, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**,

AND

2. **MR. NISHITH MAHENDRAKUMAR SHAH**, son of Mr. Mahendrakumar Shah, residing at B01, Srigura Towers, Junction of North & Central Avenue Road, Near Poddar School, Santacruz (West), Mumbai - 400 054, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**

[THE FIRST AND SECOND PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A "PARTNER" AND COLLECTIVELY AS "PARTNERS"]





107053/2022/SEZ



महाराष्ट्र MAHARASHTRA

2021

SE 629 183

WHEREAS the abovementioned PARTIES have mutually agreed to carry on business of IMMENSE JEWELLERY LLP and other ancillary business herewith or any other business in any other manner as may be decided by the majority of Partners.

NOW the First and Second Party, since interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 have applied for registration vide application dated 09/07/2021. Incorporation of IMMENSE JEWELLERY LLP is approved and the certificate of incorporation has been received on 12<sup>th</sup> July 2021 with LLP Identification Number AAX-7325.

And this agreement is made to record the terms and conditions of the said formation.

#### Definitions:

- (i) "The Act" and "the said Act" shall mean the Limited Liability Partnership Act, 2008
- (ii) "The Rules" and "the said Rules" shall mean the Limited Liability Partnership Rules, 2009

*[Handwritten signature]*

*[Handwritten signature]*



107053/2022/SEZ

भारतीय रिपब्लिक

भारत INDIA

₹. 500

FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

RS 500

INDIA NON JUDICIAL

14 JUL 2021

महाराष्ट्र MAHARASHTRA

2021

SE 2021



11.07.21

11

- (iii) The provisions of the first schedule of the Act will not be applicable to the LLP so far as they are not inconsistent with any of the clauses of the agreement.
- (iv) Designated Partner(s) is Partner as defined under section 7 of Limited Liability Partnership Act, 2008.
- (v) Partner(s) means those who are admitted to Immense Jewellery LLP with the mutual consent of the Designated Partners.
- (vi) Contribution means the amount brought in by the Partners of Immense Jewellery LLP.
- (vii) Profit Sharing Ratio means the ratio in which the profits of the LLP shall be distributed among the partners of the LLP and is more specifically described in clause \_\_\_\_ of this agreement.



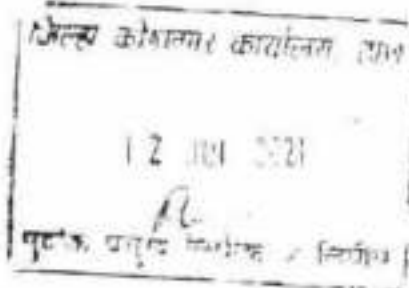


14 JUL 2021

महाराष्ट्र MAHARASHTRA

2021

2021



**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- 1) A Limited Liability Partnership shall be carried on in the name and style of 'Immense Jewellery LLP' [hereinafter referred to as 'the LLP'] from the date of its incorporation i.e., 12<sup>th</sup> July, 2021.
- 2) Immense Jewellery LLP shall have its Registered Office situated at B/506, Plot No. 18, Panchsheel 3, Rahija Township, Malad (East), Mumbai - 400 097 and / or at such other place or places, as shall be agreed to by the majority of the Partners from time to time.
- 3) The First and the second party shall be the Designated Partners on the incorporation of Immense Jewellery LLP.

*Pre-It N. H. H. H.*

*[Signature]*





- 4) The initial contribution of Immense Jewellery LLP shall be Rs. 2,00,000/- (Rupees Two Lacs only) which shall be contributed by the Partners in the following proportions:

First Party : 50% i.e. Rs. 1,00,000/- (Rupees One Lakh only)

Second Party : 50% i.e. Rs. 1,00,000/- (Rupees One Lakh only)

Any further contributions, if required by the LLP shall be brought by the Partners in such ratios as may be decided with the consent of all the Partners from time to time.

- 5) The LLP shall have a common seal to be affixed on documents as defined by Partners under the signature of any of the Designated Partners.
- 6) All the Partners are entitled to share profit and losses in the ratio of their respective contribution in the LLP.
- 7) The business of Immense Jewellery LLP shall be of manufacturing, production, processing, preparation, designing, commercializing, buying, selling, re-selling, importing, exporting and to act as supplier, retailer, wholesaler, broker for dealing in real diamonds, precious stones, jewellery, gems, ornaments, articles or things made in combination of gold and silver or other metals thereof and to act as jewelers, goldsmiths, silversmiths, job workers, gem merchants and to establish factories for manufacturing or processing the above goods or other business in any other manner as may be mutually decided by all the Partners.

#### CONTRIBUTION:

- 8) The contribution of a Partner may be tangible, intangible, moveable or immovable property.
- 9) Subject to approval of all the Partners, the LLP may call for bringing in additional amount of contribution from the existing Partners, for meeting operational needs, working capital requirements and any other requirements and the same shall be credited to "Current Capital A/c".
- 10) The contribution brought in by each of the Partners may be withdrawn, partly or fully, with the consent of all the Partners.

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*Pratibha*



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# 11) PROFIT SHARING RATIO:

The profit sharing ratio of the Partners of Immense Jewellery LLP including loss of capital, if any, shall be divided as under:-

<u>NAMES OF THE PARTNER</u>	<u>SHARE OF PROFIT/LOSS</u>
MR. SHRENIK KUMAR NANALAL SHAH	50 %
MR. NISANTH MAHENDRAKUMAR SHAH	50 %

## PARTNER

### Admission of Partner

- 12) No Person or Body Corporate may be introduced as a new Partner without the consent of all the existing Partners and such incoming Partner shall give his prior consent to act as Partner of Immense Jewellery LLP.
- 13) Consequent to admission of a new partner, the LLP Agreement shall be suitably modified with the consent of all the Partners.

### Resignation / Retirement of Partner

- 14) Any Partner may cease to be Partner of the LLP by giving a notice in writing of not less than thirty (30) days to the other Partners of his intention to resign/ retire as Partner.
- 15) On the expiry of the notice period or at an earlier date at the discretion of continuing Partners, the resigning/ retiring Partner shall cease to be a Partner in the LLP.
- 16) The accounts of the LLP shall be taken as closed on the date of resignation/ retirement/ transfer of partners' rights to other person/ person other than existing partners, and the amount found due from or payable to the Resigning/ Retiring Partner/ Partner whose rights are being transferred, shall be paid or recovered within three months of the date of resignation/ retirement. The business of the LLP with all its assets and liabilities shall be continued by the continuing Partners.

### Death of a Partner

- 17) Upon the death of any of the Partners herein the heirs, executors and administrators of such deceased Partners shall be entitled to opt to become the Partner and shall be entitled to get credited deceased partners Fixed and Current Capital balance and shall be entitled the full payment in respect of the right, title and interest of such deceased Partner.

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*Shah*  


- 18) On the death of any Partner, if his or her heir / heirs opt not to become the Partner, the surviving Partners shall have the option to get the profits of the LLP in the profit sharing ratio of the deceased Partner as mutually agreed between them.

#### Removal of Partner

- 19) No Partner can be expelled by the other Partners or a majority of Partners except in where he/she have been found guilty of carrying on any activity / business of Immense Jewellery Ltd for fraudulent purposes.
- 20) A Partner may be expelled by giving a notice of thirty (30) days from the date of decision taken by the majority of Partners, after giving an opportunity to such Partner, to be heard.

#### Rights of Partner

- 21) All the Partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the proportion of their contribution to the capital.
- 22) Each of the parties hereto shall be entitled to carry on their own separate and independent business as they might be doing or they may hereafter do as they deem fit and proper and other Partners and the LLP shall have no objection thereto provided that the said Partner has intimated the said fact to the LLP before the start of the independent business and moreover he shall not use the name of the LLP to carry on the said business.
- 23) Every Partner has a right to have access to and to inspect and copy any books of account / documents, etc. of the LLP.
- 24) The LLP shall have perpetual succession, and the death, retirement or insolvency of any Partner shall not dissolve the LLP.
- 25) Upon insolvency of a Partner, his or her rights, title and interest in the LLP shall come to an end.

#### Duties of Partner

- 26) Every Partner shall account to the Limited Liability Partnership for any benefit derived by him without the consent of the Limited Liability Partnership from any transaction concerning the Limited Liability Partnership, or from any use by him of the property, name or any business connection of the LLP.
- 27) Every Partner shall indemnify the Limited Liability Partnership and the other existing Partners for any loss caused to it by his fraud in the conduct of the business of the LLP.
- 28) Each Partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any Partner or his legal representatives.

*[Handwritten signatures and a circular stamp]*

The circular stamp contains the text: "IMMENSE JEWELLERY LTD", "MUMBAI", and "INDIA".



29) No Partner shall without the written consent of all the other Partners of Immense Jewellery LLP:

- a) Employ any money, goods or effects of Immense Jewellery LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of Immense Jewellery LLP.
- b) Lend money or give credit on behalf of Immense Jewellery LLP or to have any dealings with any Persons, Company or Firm whom the other Partners previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with Immense Jewellery LLP by the Partner incurring the same.
- c) Enter into any bond or become sureties or security with or for any person do knowingly cause or suffer to be done anything where by Immense Jewellery LLP property or any part thereof may be seized
- d) Assign, mortgage or charge his or her share in Immense Jewellery LLP or any asset or property thereof or make any other person a Partner therein.
- e) Compromise or compound or (except upon payment in full) release or discharge any debt due to Immense Jewellery LLP except upon the written consent given by all the other Partners.

#### EXTENT OF LIABILITY IN THE LLP

30) The LLP is not bound by anything done by a Partner in dealing with a person if:

- a) the Partner in fact has no authority to act for the LLP in doing a particular act; and
- b) The person dealing with him knows that he has no authority or does not know or believe him to be a Partner of the LLP.

#### NOTICE OF THE LLP

31) All the matters related to Immense Jewellery LLP as mentioned in Schedule to this Agreement shall be decided by a resolution passed by all the Partners.

32) The meeting of the Partners may be called by giving prior notice to all the Partners at their residential address or by mail or by Email provided by the individual Partners in writing to the LLP.

#### DESIGNATED PARTNERS

##### Appointment

33) The First and the Second Party shall act as the Designated Partner of Immense Jewellery LLP in terms of the requirement of the Limited Liability Partnership Act, 2008 and the Limited Liability Partnership Rules, 2009.

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*[Circular stamp: IMMENSE JEWELLERY LLP]*

34) The majority of Partners of Immense Jewellery LLP may appoint, from time to time, any one or more members to be the Designated Partners of Immense Jewellery LLP, such that the minimum number of Designated Partners does not, in any time, fall below two.

35) The LLP may from time to time, increase or reduce the number of Designated Partners, with the approval of all Partners, within the limits fixed in this behalf by this Agreement and the LLP Act, 2008.

#### Resignation

36) Any Designated Partner may resign from Immense Jewellery LLP by giving a notice of 30 days to the LLP.

37) The vacant position caused due to resignation of such Designated Partner shall be filled in with the approval of majority of the Partners of Immense Jewellery LLP within a period of 3 months from the date of resignation.

#### Removal

38) Any Designated Partner can be expelled by the other Partners or a majority of Partners by assigning the reason for removal of Designated Partner.

39) A Designated Partner may be expelled by giving a notice of thirty (30) days with the approval of majority of Partners, after giving an opportunity to such Designated Partner, to be heard.

40) The vacant position caused due to removal of such Designated Partner shall be filled in with the approval of all Partners of Immense Jewellery LLP within a period of 3 months from the date of removal.

#### Powers

41) The business of Immense Jewellery LLP shall be managed jointly by the Designated Partners, who may exercise all such powers of the LLP and do all such acts and things as are not, by the Act, or this Agreement, required to be exercised only by the Partners of Immense Jewellery LLP.

42) Provided that the Designated Partners shall not except with the consent of the majority of the Partners:-

- a. sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the LLP, or where the LLP owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking;
- b. remit or give time for the repayment of, any debt by a Designated Partner;

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- c. invest, otherwise than in trust securities, the amount of compensation received by the LLP in respect of the compulsory acquisition of any such undertaking as is referred to in Clause 10a, or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;

43) Subject to the restrictions on the Designated Partners, provided by the above clause, the Designated Partners shall have the following powers:

- a. To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the LLP.
- b. To purchase or otherwise acquire for the LLP any property, rights, privileges which the LLP is authorized to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit, and in any such purchases or other acquisition to accept such title as the Designated Partners may believe or may be advised to be reasonably satisfactory.
- c. To pay for any property, rights, or privileges acquired or services rendered in the LLP either wholly or partially, in cash or bonds, mortgages, or other securities.
- d. To secure the fulfillment of any contracts or engagements entered into by the LLP by mortgage of all or any of the property of the Company and its unpaid contribution for the time being or in such manner as they may think fit.
- e. To appoint any person to accept and to hold in trust for the LLP any property belonging to the LLP or in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
- f. To institute, conduct, defend, compound, or abandon any legal proceedings by or against the LLP or its officers or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against the LLP, and to refer any differences to arbitration, and observe and perform any awards made thereon.
- g. To act on behalf of the LLP in all matters relating to bankrupts and insolvents.
- h. To make and give receipts, releases and other discharges for moneys payable to the LLP, and for the claims and demands of the LLP.
- i. To invest, deposit and deal with any moneys of the LLP not immediately required for the purpose thereof, upon such security, or without security and in such manner as they may think fit, and from time to time to vary or realize such investments.
- j. To execute in the name and on behalf of the LLP in favor of any Designated Partner or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the LLP such mortgages of the LLP's property (present and future) as they think fit; and any such mortgage may contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.
- k. To determine from time to time who shall be entitled to sign, on the LLP's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts, tenders and documents and to give necessary authority for such

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*[Handwritten initials]*  




purpose.

- i. To distribute by way of bonus amongst the staff of the LLP a share in the profits of the LLP and to give to any officer or other person employed by the LLP a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the LLP.
- m. To provide for the welfare of Designated Partners or Ex-Designated Partners or employees or ex-employees of the LLP and their wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwelling or chawl or by grants of money, pension, gratuities, allowances, bonus or other payments; or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the majority of Designated Partners shall think fit.
- n. To subscribe or contribute or otherwise to assist or to guarantee money to any charitable, benevolent religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the LLP either by reason of locality of operation, or of public and general utility or otherwise.
- o. To appoint, and at their discretion remove or suspend such general managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and fix their salaries, or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the LLP in any specified locality in India or elsewhere in such manner as they think fit.
- p. To comply with requirements of any local law which in their opinion it shall in the interest of the LLP is necessary or expedient to comply with.
- q. From time to time and at any time to establish any Local Board for managing any of the affairs of the LLP in any specified locality in India or elsewhere and to appoint any persons to be Members of such Local Boards and to fix their remuneration.
- r. From time to time and at any time to delegate to any persons so appointed any of the powers authorities and discretions for the time being vested in the Designated Partners, other than their power to make loans or borrow moneys and to authorize the Members for the time being of any such Local Board, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms, and subject to such conditions as the majority of Designated Partners may think fit, and the majority of Designated Partners may at any time remove any persons so appointed and may annul any such delegation.
- s. At any time and from time to time by Power of Attorney under the Seal of the LLP, to appoint any person or persons to be the Attorney or Attorneys of the LLP, for such

*Dr. N. Mohan*

*Dr. N. Mohan*



purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Designated Partners under these presents and excluding the power to make Loans and borrow moneys) and for a definite period and subject to such conditions as the board may from time to time think fit, and any such appointment may (if the Majority of Designated Partners think fit) be made in favor of the Members of any local board, established as aforesaid or in favor of any LLP or the partners, directors, nominees or managers of any Company or firm or otherwise in favor of any fluctuating body of persons whether nominated directly, or indirectly by the majority of Designated Partners and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the majority of Designated Partners may think fit, and may contain Powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

- t. For or in relation to any of the matters aforesaid or otherwise for the purposes of the LLP to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the LLP as they may consider expedient.
  - u. From time to time make, vary or repeal bye-laws for the regulation of the business of the LLP, its officers and servants.
  - v. The Designated Partners may formulate, create, institute or set up such schemes, trusts, plans or proposals as they may deem fit for the purpose of providing incentive to the officers, employees and workers of the LLP.
  - w. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for moneys paid by the LLP, shall be signed, drawn, accepted or otherwise executed as (the case may be) in such manner as the Designated Partners shall from time to time by resolution determine.
- 44) All the Designated Partners may, from time to time entrust and confer upon a single Designated Partner for the time being, such of the powers exercisable upon such terms and conditions and with such restrictions as they may think fit either collaterally with or to the exclusion of and in substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any of such powers.
- 45) The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by Lintense Jewellery LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
- 46) The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

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**Remuneration:**

- 47) It is agreed by and between the parties hereto that business of the LLP shall be looked after by the following Designated Partners (hereinafter referred to as WORKING PARTNERS) who are actively engaged in conducting the affairs of the business of the LLP, shall be paid remuneration as mentioned below.

**NAMES OF THE PARTNERS****ELIGIBLE SHARE OF REMUNERATION****MR. SHRENIK NANALAL SHAH****50 %****MR. NISHITH MAHENDRAKUMAR SHAH****50 %**

The total remuneration payable to working partners shall be worked out as under:-

A. On the first Rs. 3,00,000 of the book profit or in the case of loss	Rs. 1,50,000 or at the rate of 90% of the book profit whichever is more
B. On the balance of the book Profit.	At the rate of 60 %

**Explanation:-**

- (i) For the purpose of this clause, the expression "BOOK PROFIT" shall mean as the Net Profit as per Profit and Loss Account computed under section 28 to 44 DB of the Income Tax Act, 1961 or any statutory modification or re-enactment thereof for the time being in force. The remuneration paid or payable to partners, if debited to the Profit and Loss Account will have to be added to the Net Profit.
  - (ii) The remuneration payable to the working partners as above shall accrue at end of the year but partners shall be entitled to withdraw any amount during the year from LLP as advance towards their yearly remuneration, share of profit or drawings out of their current, loan or fixed capital account from time to time as may be decided by the partners by their consent.
  - (iii) The partners may waive or reduce the amount of remuneration payable to them as worked out above as mutually decided by and between them.
- 48) Immense Jewellery LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and officers of Immense Jewellery LLP, except for the gross negligence or willful misconduct of the Partner or officer seeking indemnification.





### Seal

- 49) The Partners shall provide a Common Seal for the purposes of the LLP and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Partners shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by the authority of all the Partners previously given.

### Transfer or Assignment of Rights:

- 50) In case any of the Partners of Immense Jewellery LLP desires to transfer or assign his interest in Immense Jewellery LLP, he has to offer the same to the remaining Partners by giving 15 days' notice.
- 51) In the absence of any communication by the remaining Partners the concerned Partner can transfer or assign his share in the profits of the LLP to any other person in the market by execution of an agreement/ deed in writing.
- 52) Such transfer or assignment of share in the profits of the LLP shall be communicated to all the Partners within 30 days from the date of execution of the agreement/ deed, or the effective date of transfer/ assignment, whichever is earlier.

### Borrowing Powers:

- 53) Immense Jewellery LLP may, from time to time at its discretion, borrow funds from its Partner or public, banks or any financial institutions or any other individual/ body corporate, for meeting its working capital requirements, and any other administrative and strategic requirements, with the approval of the majority partners of the LLP in the account of Immense Jewellery LLP.
- 54) In respect of the funds borrowed, Immense Jewellery LLP may provide as a security, all or any part of the property of the Company (both present and future) including its unpaid contribution for the time being, and other securities may be made assignable free from any equities between the LLP and the person to whom the same may be issued.
- 55) Immense Jewellery LLP shall maintain a register of all mortgages, hypothecation of the property of the LLP made by the LLP against the borrowings of the LLP.
- 56) Any borrowings made by the LLP may, at any time, be converted into contribution of Immense Jewellery LLP and the lender of such funds may be converted into a Partner of Immense Jewellery LLP, subject to approval of all partners of the LLP.

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- 57) On behalf of the LLP, whenever Designated Partners enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person or persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or entering into any other arrangement whatsoever, shall have the right to appoint or nominate by a notice in writing, from the appointer, addressed to the LLP one or more Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement.

#### Auditors:

- 58) The Statutory Auditors can be appointed with the consent of all the Designated Partners of the LLP.
- 59) The Statutory Auditors can be removed before the expiry of the term of auditors with the consent of all the Partners of the LLP.

#### Miscellaneous Provisions:

- 60) Immense Jewellery LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him:
- in the ordinary and proper conduct of the business of the Limited Liability Partnership; or
  - in or about anything necessarily done for the preservation of the business or property of the Limited Liability Partnership.
- 61) The books of accounts of Immense Jewellery LLP shall be kept for the reference of all the Partners at the Registered Office of the LLP or such other place as agreed by all the Partners.
- 62) The accounting year of Immense Jewellery LLP shall be from 1<sup>st</sup> April of the year to 31<sup>st</sup> March of subsequent year. The first accounting year shall be from the date of commencement of Immense Jewellery LLP till 31<sup>st</sup> March of the subsequent year.
- 63) The final accounts of Immense Jewellery LLP containing the Profit & Loss Account and Balance Sheet shall be made within six (6) months after the 31<sup>st</sup> March of the relevant accounting year and each Partner, if he agrees in writing by signing the Statement of Accounts so prepared, shall be bound by it and will not be entitled to re-open the accounts except with the consent of all the other Partners.
- 64) It is expressly agreed that the bank account of Immense Jewellery LLP shall be opened with any Bank/s as the Partners may mutually decide and shall be operated jointly by First Party and Second Party, or as otherwise agreed by all the Partners.

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*23/04/22*



65) Notwithstanding anything said or provided herein, the Partners shall have full discretion to modify, alter, or vary the terms and conditions of this LLP Agreement, subject to the provisions of the Limited Liability Partnership Act, 2008 in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced to writing and be signed by all the Partners and thereupon and the said writing shall become part of this LLP Agreement.

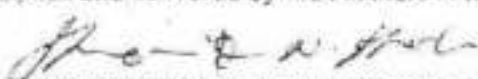
66) All disputes between the Partners or between the Partner and the Immense Jewellery LLP arising out of the Limited Liability Partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

#### Winding up:

67) Immense Jewellery LLP can be wound up with the consent of all the Partners subject to the provisions of Limited Liability Partnership Act, 2008.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the Partners of Immense Jewellery LLP

  
(SHRENIKKUMAR NANALAL SHAH)

(Name and signature Partner)

  
(NISHITH MAHENDRAKUMAR SHAH)

(Name and signature Partner)



#### Witness:

a) Name: YOGESH KANTIBHAI PATEL

Address: FLAT 104, PANCHSHEEL 3, B WING,  
RAHEJA TOWNSHIP, MALAD (EAST)  
MUMBAI-400097

Signature:

b) Name: AAYUSH NISHITH SHAH

Address: 801, SATGURU TOWER, PLOT NO.162  
CENTRAL NORTH REVENUE JUNCTION,  
SANTACRUZ (WEST), MUMBAI-400054

Signature:

*Aayush Shah*



## SCHEDULE I

## MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ALL THE PARTNERS OF LLP

The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit, must be submitted to the meeting of Designated Partners and shall require the affirmative vote of all the Designated Partners either at a duly constituted meeting of the Designated Partners or by circular resolution, viz.,

- (a) Increase or reduction in initial contribution.
- (b) Increase / Decrease or removal of Designated Partners or change in working Designated Partners.
- (c) Alteration of LLP Agreement.
- (d) Modification in the right of Designated Partners.
- (e) Placing of the LLP in Voluntary dissolution or liquidation.
- (f) Amalgamation or merger of the LLP with other business or LLP.
- (g) Declaration of dividend and its quantum and other appropriations of profits.
- (h) Termination / modification of Lease or License Agreement for the premises / equipment taken on lease by the LLP before the expiration of the term of lease or License.
- (i) Any sale or lease of the whole or substantial part of the business or undertaking of the LLP.
- (j) Sale or Assignment of goodwill of the LLP.
- (k) Opening / closing of bank account / s and modifying mandate for operation of such account / s.
- (l) The approval of the annual financial, economic and investment plan as well as profit planning.
- (m) All questions relating to the policy of business, employment of staff and labour, credits, loans, etc.

*Dr. S. S. N. S. S.*

*Shah*



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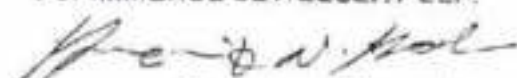
# IMMENSE JEWELLERY LLP

B-506, PLOT No.16, PANCHSHIL III, RAHEJA TOWNSHIP, MALAD(East), Mumbai-400 097. CELL : 9833167699

The proposed projection for next five years i.e.2022-23 to 2026-27

		1st Year	2nd Year	3rd Year	4th Year	5th Year	5 years Total in Rs in lakhs	5 years Total in US\$ in Thousands
	FOB Value of exports in first five year.	1,500	1,800	2,200	2,500	3,000	11,000	14,598.34
	Foreign Exchange out go on							
	Import of Machinery	50	50	50	50	50	250	331.79
a	Import of raw material and components	1,050	1,260	1,540	1,750	2,100	7,700	10,218.98
b	Used , Unused and broken jewellery for Remaking, Remelting ,Royalty & Repairing (10%)	105	126	154	175	210	770	1,021.90
i)	Import of spares and consumables	25	25	25	25	25	125	165.89
j)	Repatriations of dividends and profits to foreign collaborators	-	-	-	-	-	-	0.00
	Royalty	-	-	-	-	-	-	0.00
i)	Lumpsum know-how fees	-	-	-	-	-	-	0.00
ii)	Design and drawing fee	-	-	-	-	-	-	
iii)	Payment of foreign technicians	-	-	-	-	-	-	0.00
j)	payment of training of Indian technicians abroad.	-	-	-	-	-	-	0.00
i	Commission of Exports etc.	-	-	-	-	-	-	0.00

For IMMENSE JEWELLERY LLP.

  
 Authorised Signatory

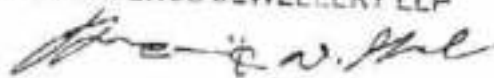
107053/2022/SEZ

**IMMENSE JEWELLERY LLP**

B-506, PLOT No.18, PANCHSHIL III, RAHEJA TOWNSHIP, MALAD(East), Mumbai-400 097. C.TLL : 9833167699

xi)	Foreign Travel	50	50	50	50	50	250	331.79
xii)	Amount of interest to be paid on external commercial borrowing/deduced payment credit (specify details)	-	-	-	-	-	-	0.00
xiii)	Any other payments (specify details)	-	-	-	-	-	-	0.00
	Total (i) to (xiii)	1,280	1,511	1,819	2,050	2,435	9,095	12,070.34
	Net Foreign Exchange earning in Lakhs in Five years	220	289	381	450	505	1,905	2,528.20
	Net Foreign Exchange earning in %	14.67	16.06	17.32	18.00	18.83	17.32	17.32

For IMMENSE JEWELLERY LLP


  
 Authorised Signatory



**OFFICE OF THE DEVELOPMENT COMMISSIONER,  
SEEPZ SPECIAL ECONOMIC ZONE, GOVT OF INDIA,  
ANDHERI (EAST), MUMBAI**

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**AGENDA FOR CONSIDERATION OF APPROVAL COMMITTEE**

**A. Proposal: -**

Monitoring performance of the unit for the FY 2019-20 (LOA Block period 2017-18 to 2021-22) of M/s Shri Raj Jewels.

**B. Specific Issue on which decision of AC is required:**

Monitoring performance of the unit for the F.Y. 2019-20.

**C. Under the relevant provisions of SEZ Act-2005 & SEZ Rules-2006 / Instructions / Notification:-**

In terms of Rule 54 of SEZ, Rules 2006 "Performance of the Unit shall be monitored by the Approval Committee as per the guidelines given in Annexure appended to these rules".

**D) Other Information:-**

The APR monitoring of the unit has been done upto FY 2018-19 and hence APR for the FY 2019-20 is being taken up as detailed below:-

<b>Name of the Unit</b>	M/s. Shri Raj Jewels		
<b>Location</b>	Unit No. IT-01 & Unit No. IT-4, SDF-VII		
<b>Area</b>	IT-01	584 Sq.mtr	
	IT-4	608 Sq.mtr	
<b>LOA No. &amp; Date</b>	SEEPZ-SEZ/IA-1/APL/GJ 02/2011-11/12935 dated 12.08.2011		
<b>Item(s) of manufacture</b>	Plain & Studded Gold Platinum Jewellery Studded with Diamonds Precious and Semi-Precious Stones.		
<b>Date of commencement of production</b>	02.04.2012		
<b>Existing Block period</b>	2017-18 to 2021-22		
<b>Validity of LOP</b>	31.03.2022 applied for renewal		
<b>Execution of BLUT</b>	Yes		
<b>Outstanding Rent dues</b>	NIL		
<b>Labour Dues</b>	NIL		
<b>Validity of Lease Agreement</b>	IT-01	Sub-lease agreement is registered for the period 05.09.2011 to 04.09.2030	
	IT-4	Sub-lease agreement is registered for the period 24.04.2014 to 24.04.2023	

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Pending CRA Objection, if any			NIL		
Pending Show Cause Notice/ Eviction Order/Recovery Notice/ Recovery Order issued, if any			NIL		
Period of Monitoring of Performance			2019-20		
Whether the unit has achieved positive NFE?			YES		
Export-FOB (Rs, In Lakh)			Net Foreign Exchange (Rs. In Lakh)		
F.Y.	Projected	Achieved	Projected	Achieved	Cumulative NFE achieved
Performance during the current Block Period					
2017-18	3000	17866.11	3762	2014.68	2014.68
2018-19	19000	19795.11	3940	3526.82	5541.50
2019-20	20000	14950.66	4013	5428.38	10969.88
Value addition achieved during the year 2019-20			15.23%		
Per sq. ft. export in the APR period			Rs.71193.62 per Sq. ft		
Other FE Outflow Details			Rs. 0.33 Lakhs		
Quantity & value of unutilized goods exported under Rule 34 of SEZ Rules. (Rs. In Lakh)			Nil		
Whether any Export proceeds are outstanding beyond permissible time limit?			No		
Whether any SCN pending for adjudication			No (As per APR file)		
Whether Audit objection pending.			No (As per APR file)		

Based on the APR, the performance of the unit for the year 2019-20 may be monitored in terms of Rule 54 of SEZ Rules, 2006.

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## ANNEXURE-A

M/S. Shri Raj Jewels, L.O. NO. SEEPZ-SI/20A-DAPLX/3-02/2011-171835 Commenced on : 02.04.2012

## EXPORT &amp; IMPORT NFE DATA FOR BLOCK PERIOD OF FINANCIAL YEAR 2019-20

EXPORT & IMPORT NFE DATA FOR BLOCK PERIOD OF FINANCIAL YEAR 2019-20												
Export value (IN LAKHS)				IMPORT value (IN LAKHS)					NFE (IN LAKHS)			
Year (FY)	APR with NFDL data	On verification of FYI Export value	Import during the year -APR (Raw + CG)	On verification of Imports	Amortised value as per APR Re. in Lakhs	On verification of Amortised value	APR data (Raw material consumed + amortised Outflow)	On verification of APR data	As per APR	On Verification	On Candidate basis	On Cumulative Basis
APR Col	3(N)	A	4A(D)+4B(G)		4B(V)		5A(P)+5B+APR(S) / APR (S)	B	APR (T)	(A-B)	A+H (R)	
2019-20	14910.50	14900.50	8801.42+38.24 = 8839.66	8308.45+38.24 = 8346.69	32.18	32.18	9486.72+32.18+0.33 = 9519.23	9489.77+32.18+0.33 = 9522.28	442.38	54.30-38	10969.34	10969.34

## PROJECTED FIGURES AGAINST AND NFE (RE IN LAKHS)

YEAR	EXPORTS	ACHIEVED	% ACHIEVED	NFE	ACHIEVED	% ACHIEVED
2017-18	14900	17866.11	59.35	3782	2014.69	53.55
2018-19	19000	19795.11	104.18	3540	3526.82	89.51
2019-20	20000	14960.66	74.75	4013	9428.38	135.27
2020-21	21000	NA		4100	NA	
2021-22	22000	NA		4487	NA	
TOTAL	100000	17866.11		10282	8651.94	



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**ANEXURE-B**

M/S.Shri Raj Jewels. LOA NO: SEEPZ-SEZ/IA-II/APL/GJ-02/2011-12/12935														
Commenced on : 02.04.2012														
EXPORT & IMPORT N/E DATA														
		Value in Lakhs												
		AMORTISED VALUE												
YEAR	CG IMP.	12-13 10%	13-14 10%	14-15 10%	15-16 10%	16-17 10%	17-18 10%	18-19 10%	19-20 10%	Total				
2012-13	215.36	21.54	21.54	21.54	21.54	21.54	21.54	21.54	21.54	172.29				
2013-14	6.33		0.63	0.63	0.63	0.63	0.63	0.63	0.63	4.43				
2014-15	0.00			-	-	-	-	-	-	-				
2015-16	10.78				1.08	1.08	1.08	1.08	1.08	5.39				
2016-17	3.01					0.30	0.30	0.30	0.30	1.20				
2017-18	38.10						3.81	3.81	3.81	11.43				
2018-19	10.00							1.00	1.00	2.00				
2019-20	38.24								3.82	3.82				
TOTAL	321.82	21.54	22.17	22.17	23.25	23.55	27.36	28.36	32.18	200.57				

**OFFICE OF THE DEVELOPMENT COMMISSIONER,  
SEEPZ SPECIAL ECONOMIC ZONE, GOVT. OF INDIA,  
ANDHERI (EAST), MUMBAI**

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**AGENDA NOTE FOR CONSIDERATION BEFORE UNIT APPROVAL COMMITTEE  
(M/s. SHRI RAJ JEWELS, SDF-VII, SEEPZ SEZ)**

**A) Proposal: -**

Action proposed against the Unit M/s Shri Raj Jewels, under Rule 54 (2) of the SEZ Rules, 2006 for violation of Section 30 (a) of the SEZ Act, 2005 and Rule 22, Rule 34, Rule 35, Rule 47 (1) & Rule 48 of the SEZ Rules, 2006.

**B) Specific Issue on which decision of AC is required: -**

Since it appears that Shri Shallesh G. Thosani, Accountant, and Shri Raj Jewels, has *prima facie* violated the provisions of SEZ Act, 2005 and SEZ Rules, 2006, the unit is also liable for penal action against under FTDR Act 1992. Under Rule 54 (2) of the SEZ Rules, 2006, UAC is the competent authority to decide on the action to be taken against the unit for failing to abide by any of the terms and conditions of the Letter of Approval or Bond-cum-Legal Undertaking.

**C) Relevant provisions of SEZ Act, 2005 & Rules, 2006/Instruction/Notification:-**

i) In terms of section 30(a) of SEZ Act, 2005, subject to the conditions specified in the rules made by the Central Government in this behalf, any goods removed from a Special Economic Zone to the Domestic Tariff Area shall be chargeable to duties of customs including anti-dumping, countervailing and safeguard duties under the Customs Tariff Act, 1975, where applicable, as leviable on such goods when imported.

ii) In terms of Rule 34 of SEZ Rules 2006, the goods admitted into a Special Economic Zone shall be used by the Unit or the Developer only for carrying out the authorized operations but if the goods admitted are utilized for purposes other than for the authorized operations or if the Unit or Developer fails to account for the goods as provided under these rules, duty shall be chargeable on such goods as if these goods have been cleared for home consumption.

iii) As per Rule 36 of the Special Economic Zones Rules, 2006, all documents for admission of goods into and out of Special Economic Zone shall be filed before the Authorized Officer of Customs, as the removal of goods from SEZ to DTA requires payment of duty as provided for U/S 30 of SEZ Act 2005.

iv) As per Rule 47 (1) of the Special Economic Zone Rules 2006, a unit inside the SEZ may sell goods and services including rejects or wastes or scraps or remnants or broken diamonds or by-products arising during the manufacturing process or in connection therewith, in the Domestic Tariff Area on payment of customs duties under section 30.

v) Rule 48 of the Special Economic Zone Rules, 2006 inter necessitates the domestic area buyer to file a bill of entry for home consumption giving complete details of the goods, make model, serial number and specification along with invoice and packing list with the authorized officers.

(2) In terms of Rule 54 (2) of SEZ, Rules 2006 "In case the Approval Committee comes to the conclusion that a Unit has not achieved positive Net Foreign Exchange Earning or failed to abide by any of the terms and conditions of the



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Letter of Approval or Bond-cum-Legal Undertaking, without prejudice to the action that may be taken under any other law for the time being in force, the said Unit shall be liable for penal action under the provisions of the Foreign Trade (Development and Regulation) Act, 1992."

**D) Other Information:-**

The details of the unit are as below:-

SR. No.	Heading	Details
1	Name of the Unit & Address	M/s. Shri Raj Jewels, 17-01, SDF VII, Seepz-Sez, Andheri (East), Mumbai - 400 096.
2	LOA No. & Date	IA-7/APL/GJ 02/2011-12/12935 dated 12.08.2011
3	Item(s) of manufacture/Service Activity	Studded gold/platinum /silver jewellery
4	Date of commencement of production	02.04.2012

E) On 06.09.2021, Shri Shailesh G. Thosani, Accountant of M/s. Shri Raj Jewels, while on his way out in his car from SEEPZ-SEZ from gate no. 2, was found in possession of a packet contained 10 Kgs of Silver Bars. The Silver Bars were found totally valued at Rs. 6,50,000/- by the government approved valuer.

During the investigations carried out by this office, it was seen that Shri Shailesh G. Thosani, was carrying the said Silver Bars out of SEEPZ-SEZ area without any documents/permission and without payment of customs duty. Though Shri Shailesh G. Thosani, Accountant admitted in his statement that he removed the said goods from the unit for his monetary benefit without the knowledge of management, it is difficult to believe that the subject goods were removed without the knowledge of the management of the company, M/s. Shri Raj Jewels. Shri Shrikant Jaygade, in spite of knowing that IUT Transfer of goods can be done only after generating IUT documents through SEZ Online, handed over 10 Kgs of Silver Bars to Shri Shailesh Thosani on the basis of a manual challan. This act resulted in illegal attempted removal of 10 Kg Silver Bars from the SEZ Unit. It appears that the management to be a complicit in this act of illegal removal of Silver Bars from SEEPZ-SEZ. Thus they have violated the SEZ Rules and Regulations.

During the inspection of stock, subsequent to detention of 10 Kgs of Silver bars from Shri Shailesh G. Thosani, Accountant, a total of 5.588 Kgs of silver, in jewellery form was physically found on inspection. However, as per the CA Certified stock summary the stock of 'pure' silver available with the unit as on 08.09.2021 was 1.009 Kgs. **Hence the total unaccounted silver jewellery in possession of M/s. Shri Raj Jewels is found to be 14.579 Kgs [ 10 Kgs detained at gate + 4.579 Kgs found during inspection (5.588 Kgs found during inspection - 1.009 Kgs as per CA certified stock statement) ] which is in violation of Rule 34 of the SEZ Rules and conditions of BLUT.**



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The aforesaid act by Shri Shailesh G Thosani, Accountant, of M/s Shri Raj Jewels, Shri Bharat Jain, Partner, M/s. Shri Raj Jewels, and Shri Shrikant Jayagde, Gold Controller (Assistant Stores Department) is a violation of the terms, conditions and submissions by the unit M/s Shri Raj Jewels, in their BLUT filed under Rule 22 of the SEZ Rules 2006 and submitted to SEEPZ authorities. SEEPZ-SEZ is a specially delineated duty free enclave and permission is required from proper authority to bring in/take out goods from SEZ as envisaged in Special Economic Zone Rules-2006. As no permission was obtained and no documents were filed by the authorized representative of the unit to take out the said goods from SEEPZ-SEZ, they have contravened the provisions of Section 30 (a) of the SEZ Act, 2005 and Rule 22, Rule 34, Rule 36, Rule 47 (1) & Rule 48 of the SEZ Rules, 2006. The units working in SEZ are effecting clearance on self declaration and hence, they are expected to comply with the Rules and Regulations of SEZ and such acts of violation of governing rules and procedures need to be penalized in self declaration and assessment regime. Hence for the aforesaid acts of negligence and omission, M/s Shri Raj Jewels, have rendered themselves liable to Penal action under Section 11(2) of FTDR Act, 1992.

The facts of the case are placed before the Approval Committee in terms of Rule 54 (2) of SEZ Rules, 2006.

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**OFFICE OF THE DEVELOPMENT COMMISSIONER,  
SEEPZ SPECIAL ECONOMIC ZONE, GOVT. OF INDIA,  
ANDHERI (EAST), MUMBAI**

**AGENDA NOTE FOR CONSIDERATION OF APPROVAL COMMITTEE**

**A) Proposal: -**

Monitoring performance of the unit, M/s. Indus Valley Partners (India) Pvt. Ltd., for the F.Y. 2019-20 has been monitored in terms of Rules 53 of SEZ Rules, 2006.

**B) Specific Issue on which decision of UAC is required: -**

Monitoring performance of the unit for the F.Y. 2019-20 (Current Block Period 2018-19 to 2022-23) is as below:

**C) Relevant provisions of SEZ Act, 2005 & Rules, 2006/Instruction/Notification:-**

In terms of Rule 53 of SEZ, Rules 2006 "Performance of the Unit shall be monitored by the Approval Committee as per the guidelines given in Annexure appended to these rules".

**D) Other Information:-**

The APR monitoring of the unit has been done upto 2018-19 and hence APR for the FY 2019-20 is being taken up as detailed below:-

<b>Name of the Unit</b>	M/s. Indus Valley Partners (India) Pvt Ltd.
<b>Location</b>	Unit No. 153-154, SDF-V
<b>Area</b>	153 723 Sq.mtr 154 493 Sq.mtr
<b>LOA No. &amp; Date</b>	SEEPZ-SEZ/NUS/APL/GJ-20/05-06/1703 dated 10.03.2006 as amended
<b>Item(s) of manufacture</b>	Magnetic for Electronics Products & Sub-Assemblies, USB Drivers etc.
<b>Date of commencement of production</b>	18.08.2008
<b>Existing Block period</b>	2018-19 to 2022-23
<b>Validity of LOP</b>	17.08.2023
<b>Execution of BLUT</b>	Yes
<b>Outstanding Rent dues</b>	NIL
<b>Labour Dues</b>	NIL
<b>Validity of Lease Agreement</b>	Letter sent to the unit on 19.02.2021 pending for adjudication of sub-lease agreement for the period 18.08.2018 to 17.08.2023
<b>Pending CRA Objection, if any</b>	NIL

.....2/-

: 2 :

Pending Show Cause Notice/ Eviction Order/Recovery Notice/ Recovery Order issued, if any			NIL		
Period of Monitoring of Performance			2019-20		
Whether the unit has achieved positive NFE?			YES		
Current block Period 2018-19 to 2022-23					
Year	Projected Export	Actual Export	Projected NFE	Actual NFE	Cumulative Basis
2018-19	2441.00	4157.04	1047.27	2946.34	2946.34
2019-20	2453.00	4913.96	1052.91	4170.66	7117.00
TOTAL	4894.00	9071.00	2100.18	7117.00	7117.00
Whether any export proceeds are outstanding beyond permissible time limit?			NIL (As per APR 2019-20 submitted by the Unit)		
Area Occupied by the Unit			13088 Sq. Ft.		
No of Employees			64		
Investment till date	Building		100.59 lakhs		
	Plant & Machinery		518.89 lakhs		
	Total		619.58 lakhs		
Per Sq. Ft. Export			0.375 Sq. Ft.		
Per Sq. Ft. Employment			204.50 sq. ft. per employee		
Quantity and value of goods exported under Rule 34 (unutilised goods)			Nil		
Other FE Outflow details			722.73 lakhs		
Value addition			Not applicable		
SCN pending			No		
CRA pending			No		

E) The Unit has submitted APR for the year 2019-20 duly certified by the CA. The Import / Export data pertaining to the relevant years were retrieved from NSDL for cross verification with data submitted by the Unit in the APR of corresponding year.

F) The performance of Unit for the year 2019-20 may be submitted before the Approval Committee in terms of Rule 54 of SEZ Rules, 2006.

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ANNEXURE - A  
 INDUS VALLEY PARTNERS (INDIA) PVT. LTD.  
 IGA NO SEEP2-SEA/NUS/APL/GI/20/05-05/1703 dated 03.10.2006  
 DATE OF COMMENCEMENT OF PRODUCTION - 18.08.2008

EXPORT & IMPORT NFE DATA FOR FINANCIAL YEARS 2018-2020 (BLOCK PERIOD 2018-19 TO 2022-23)

Year (P.Y.)	Export value as per					RTE					RS. IN LAKHS			
	APR data	NJOL data (SCITEX)	FOB Export value found during APR verification as per rule 53 of SEZ Rules.	Projected Foreign Landing (Based on FOB Value)	Import during the year -APR (Raw + CG) (As per APR)	IT/NJOL data	Amortised value as per APR Rs. to billion	Amortised value of CG 10% of per rule 53 of SEZ Rules.	APR data (Raw material consumed +amortised Out flow )	APR data as per verification (Raw material consumed +amortised outflow )	Projected Foreign exchange earning	As per APR	After Verification as per Rule 53 of SEZ Rules.	On Cumulative loss
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	3(a)				AA(1)+4B(1)		4C(1)		AA(1)+4B(1) / APR column (6)	AA(1)+4B(1) / APR column (5)		APR (7)	4.111	
2018-19	4157.04	6098.20	4157.04	2441.00	0.00	0.00	23.45	23.45	1210.71	1210.70	1047.27	2346.33	2946.34	2946.34
2019-20	4511.96	8927.23	4511.96	2453.00	0.30	0.00	20.57	20.57	743.30	743.30	1062.91	4170.66	4170.66	7117.00
Total Achieved	8671.00	9025.43	8671.00	4894.00	0.00	0.00	44.06	44.06	1954.01	1954.00	2100.18	7116.99	7117.00	7117.00

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**ANNEXURE - B**  
**INDUS VALLY PARTNERS (INDIA) PVT. LTD.**  
**[LOA No. SEEPZ-SEZ/NUS/APL/GJ/20/05-06/1703 dated 03.10.2006]**  
**DATE OF COMMENCEMENT OF PRODUCTION : 18.08.2008**

YEAR	CG IMP. 4B(V)	AMORTISED VALUE	Value in Lakhs										Total	
			10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	10%	10%
2010-11	6.78	6.78	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	6.68
2011-12	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-
2012-13	33.63	26.90			3.36	3.36	3.36	3.36	3.36	3.36	3.36	3.36	3.36	26.90
2013-14	65.59	45.91				6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	45.91
2014-15	48.81	29.29					4.88	4.88	4.88	4.88	4.88	4.88	4.88	29.29
2015-16	26.24	13.12						2.62	2.62	2.62	2.62	2.62	2.62	13.12
2016-17	0.00	-							-	-	-	-	-	-
2017-18	14.18	4.25								1.42	1.42	1.42	1.42	4.25
2018-19	10.43	2.09									1.04	1.04	1.04	2.09
2019-20	0.00	-										-	-	-
<b>TOTAL</b>	<b>205.66</b>	<b>128.34</b>	<b>0.68</b>	<b>0.68</b>	<b>4.04</b>	<b>10.60</b>	<b>15.48</b>	<b>18.11</b>	<b>18.11</b>	<b>19.52</b>	<b>20.57</b>	<b>20.57</b>	<b>20.57</b>	<b>128.34</b>

**OFFICE OF THE DEVELOPMENT COMMISSIONER,  
SEEPZ SPECIAL ECONOMIC ZONE, GOVT. OF INDIA,  
ANDHERI (EAST), MUMBAI**

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**AGENDA NOTE FOR CONSIDERATION OF APPROVAL COMMITTEE**

**A) Proposal: -**

Monitoring performance of the unit, M/s. Media. Net Software Services India Pvt. Ltd., for the F.Y. 2019-20 & 2020-21 has been monitored in terms of Rules 53 of SEZ Rules, 2006.

**B) Specific Issue on which decision of UAC is required: -**

Monitoring performance of the unit for the F.Y. 2019-20 & 2020-21 is as below:

**C) Relevant provisions of SEZ Act, 2005 & Rules, 2006/Instruction/Notification:-**

In terms of Rule 54 of SEZ, Rules 2006 "Performance of the Unit shall be monitored by the Approval Committee as per the guidelines given in Annexure appended to these rules".

**D) Other Information:-**

The APR monitoring of the unit has been done upto 2018-19 and hence APRs for the FY 2019-20 & 2020-21 is being taken up as detailed below:-

<b>Name of the Unit</b>	M/s. Media. Net Software Services India Pvt Ltd.,
<b>Location</b>	Unit No. 105A, SDF-IV
<b>Area</b>	336 Sq.mtr
<b>LOA No. &amp; Date</b>	SEEPZ-SEZ/IA-I/NUS/APL/ELE/31/2007-08/9764 dated 02.12.2008 as amended
<b>Item(s) of manufacture</b>	IT & Information Technology Enabled Services
<b>Date of commencement of production</b>	31.05.2010
<b>Existing Block period</b>	2015-16 to 2019-20 applied for debonding
<b>Validity of LOP</b>	30.05.2020
<b>Execution of BLUT</b>	Yes
<b>Outstanding Rent dues</b>	Rs. 5000/- (Creche) as on 18.02.2022
<b>Labour Dues</b>	NIL
<b>Validity of Lease Agreement</b>	Letter sent to the unit on 01.10.2020 pending for adjudication of sub-lease agreement for the period 13.02.2014 to 30.05.2020 & 31.05.2020 to 30.05.2025

.....2/-



: 2 :

Pending CRA Objection, if any	NIL				
Pending Show Cause Notice/ Eviction Order/Recovery Notice/ Recovery Order issued, if any	NIL				
Period of Monitoring of Performance	2019-20 & 2020-21				
Whether the unit has achieved positive NFE?	YES				
(Rs. In lakhs)					
Previous Block Period 2015-16 to 2019-20					
Year	Projected Export	Actual Export	Projected NFE	Actual NFE	Cumulative Basis
2015-16	497.95	0.00	487.95	463.27	463.27
2016-17	547.74	74.60	537.74	393.00	856.27
2017-18	602.51	909.12	592.51	668.23	1524.50
2018-19	662.77	887.38	652.77	880.27	2404.77
2019-20	729.04	869.70	719.04	856.09	3270.86
TOTAL	3040.01	2740.80	2990.01	3270.86	3270.86
Current Block Period 2020-21 to 2024-25					
Year	Projected Export	Actual Export	Projected NFE	Actual NFE	Cumulative Basis
2020-21	-	419.82	-	416.60	416.60
TOTAL	-	419.82	-	416.60	416.60
Whether any export proceeds are outstanding beyond permissible time limit?			No. - (As per APR of 2019-20 & 2020-21 submitted by the unit).		
Area Occupied by the unit			3616.67 Sq. Ft.		
			2019-20	2020-21	
No of Employees			56	56	
Investment till date	Building		358.19	358.19	
	Plant & Machinery		176.28	176.28	
	Total		534.77	534.77	
Per Sq. Ft. Export			0.240 lakhs per Sq. Ft.	0.116 lakhs per Sq. Ft.	
Per Sq. Ft. Employment			64.58 Sq. Ft per employee	64.58 Sq. Ft per employee	
Other outflow			Nil		
Quantity and value of goods exported under Rule 34 (unutilised goods)			Nil		
Value Addition			NA		
SCN pending			Nil		
CRA pending			No		

.....3/-

: 3 :

E) The Unit has submitted APRs for the year 2019-20 & 2020-21 duly certified by the CA. The Import / Export data pertaining to the relevant years were retrieved from NSDL for cross verification with data submitted by the Unit in the APRs of corresponding years.

F) The performance of Unit for the years 2019-20 & 2020-21 may be submitted before the Approval Committee in terms of Rule 54 of SEZ Rules, 2006.

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**ANNEXURE - A**  
**MEDIA.NET SOFTWARE SERVICES (INDIA) PVT. LTD.**  
**LOA NO. SEZ/2022/IN/US/AN/TEL/31/2007/2014 dated 02.12.2008 as amended**

**EXPORT & IMPORT NFE DATA FOR FINANCIAL YEAR 2019-20 [LOA BLOCK PERIOD : 2015-16 TO 2019-20]**

Year (F.Y.)	Export value as per					IMPORT value as per-					NFE		
	APR data	NSDL data	FOB Export value found during APR verification as per rule 53 of SEZ Rules.	Projected Foreign Earning (based on FOB Value)	Import during the year -APR (Raw + CG)	IT/MSDL data	Amortised value as per APR file in Lakhs.	Amortised value of CG 10% as per rule 53 of SEZ Rules.	APR data (Raw material consumed + amortised+Outflow)	APR data as per verification (Raw material consumed + amortised+Outflow)	Projected Foreign exchange earning	As per APR	Cumulative Basis
1	2	3	4	5	6	7	8	9	10	11	12	13	14
	3(a)				4A(B)+4B(I)		4B(VI)		4A(H)+8+APR(S) / APR column (S)	4A(H)+8+APR (S)		APR (7)	(4-11)
2013-16	468.71	0.00	458.21	453.95	0.00	0.00	5.44	5.44	5.44	5.44	487.53	563.27	463.27
2015-17	398.44	34.60	388.44	547.74	0.00	0.00	5.44	5.44	5.44	5.44	537.71	593.00	393.00
2017-18	673.67	505.12	673.67	803.51	0.00	0.00	5.44	5.44	5.44	5.44	592.51	658.23	668.23
2018-19	885.71	887.38	885.71	963.77	0.00	0.00	5.44	5.44	5.44	5.44	652.77	880.27	1821.50
2019-20	871.53	863.20	871.53	725.04	0.00	0.00	5.44	5.44	5.44	5.44	719.04	865.00	1404.77
Total Achieved	3198.05	2742.80	3198.05	3040.01	0.00	0.00	27.20	27.20	27.20	27.20	2990.01	3273.86	3270.86

**EXPORT & IMPORT NFE DATA FOR FINANCIAL YEAR 2020-21 [LOA BLOCK PERIOD : 2020-21 TO 2024-25]**

Year (F.Y.)	Export value as per					IMPORT value as per-					NFE		
	APR data	NSDL data	FOB Export value found during APR verification as per rule 53 of SEZ Rules.	Projected Foreign Earning (based on FOB Value)	Import during the year -APR (Raw + CG)	IT/MSDL data	Amortised value as per APR file in Lakhs.	Amortised value of CG 10% as per rule 53 of SEZ Rules.	APR data (Raw material consumed + amortised+Outflow)	APR data as per verification (Raw material consumed + amortised+Outflow)	Projected Foreign exchange earning	As per APR	Cumulative Basis
1	2	3	4	5	6	7	8	9	10	11	12	13	14
	3(a)				4A(I)+4B(I)		4B(VI)		4A(H)+8+APR(S) / APR column (S)	4A(H)+8+APR (S)		APR (7)	(4-11)
2020-21	419.82	413.49	419.82	-	0.00	0.00	3.22	3.22	3.22	3.22	-	416.00	416.00
Total Achieved	419.82	413.49	419.82	0.00	0.00	0.00	3.22	3.22	3.22	3.22	0.00	416.00	416.00



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ANNEXURE - B  
MEDIA NET SOFTWARE SERVICES (INDIA) PVT. LTD.  
LOA NO. SEEPZ-SEZ/IA-1/NUS/APL/ELE/31/2007-08/9764 dated 02.12.2008 as amended

YEAR	CG IMP. 4B(V)	AMORTISLD VALUE	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	Total
			10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
2011-12	15.85	15.85	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	15.85
2012-13	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2013-14	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2014-15	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2015-16	16.39	9.83	-	-	-	-	1.64	1.64	1.64	1.64	1.64	1.64	9.83
2016-17	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2017-18	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2018-19	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2019-20	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2020-21	0.00	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	32.24	25.68	1.59	1.59	1.59	1.59	3.22	3.22	3.22	3.22	3.22	3.22	25.68

Value in Lakhs

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ANNEXURE - B  
MEDIA NET SOFTWARE SERVICES (INDIA) PVT. LTD.  
LOA NO. SEEP2-SEZ/IA-1/NUS/APL/ELE/31/2007-08/9764 dated 02.12.2008 as amended

Value in Lakhs

YEAR	CGIMP. 4B(V)	AMORTISED VALUE	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	Total
			10% 2.21	10% 2.21	10% 2.21	10% 2.21	10% 2.21	10% 2.21	10% 2.21	10% 2.21	10% 2.21	10% 2.21	
2010-11	22.13	22.13	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	22.13
2011-12	15.85	14.27	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	14.27
2012-13	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2013-14	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2014-15	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2015-16	16.39	8.20	-	-	-	-	1.64	1.64	1.64	1.64	1.64	1.64	8.20
2016-17	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2017-18	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2018-19	0.00	-	-	-	-	-	-	-	-	-	-	-	-
2019-20	0.00	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	54.37	44.59	2.21	3.80	3.80	3.80	3.80	5.44	5.44	5.44	5.44	5.44	44.59

**OFFICE OF THE DEVELOPMENT COMMISSIONER,  
SEEPZ SPECIAL ECONOMIC ZONE, GOVT. OF INDIA,  
ANDHERI (EAST), MUMBAI**

**\*\*\*\*\*  
AGENDA FOR CONSIDERATION OF APPROVAL COMMITTEE**

**A) Proposal:**

The APR monitoring for the unit M/s. Micro Components, Pvt Ltd was already done 2018-19. Now the proposal for monitoring of APR for the year 2019-20 is being submitted. The L.O.A. of the unit is valid upto 31.03.2021.

**B) Specific Issue on which decision of AC is required:**

Monitoring performance of the unit for the F.Y. 2019-20

**C) Under the relevant provisions of SEZ Act-2005 & SEZ Rules-2006 / Instructions / Notification:-**

In terms of Rule 54 of SEZ, Rules 2006 "Performance of the Unit shall be monitored by the Approval Committee as per the guidelines given in Annexure appended to these rules".

**D) Other Information:-**

The APR monitoring of the unit has been done upto 2019-20 and hence APR for the FY 2020-21 is being taken up as detailed below:-

<b>Name of the Unit</b>	M/s. Micro Components
<b>Location</b>	Unit No.160, SDF-V
<b>Area</b>	434 Sq. mtr
<b>LOA No. &amp; Date</b>	SEEPZ-SEZ/IA-I/NUS/APL/HW-03/16-17 dated 01.07.2016 amended
<b>Item(s) of manufacture</b>	Manufacturing of half Size Crystal Can Relays, Relays and any of its Sub-Components (Coils, Motors, Headers)
<b>Date of commencement of production</b>	26.10.2016
<b>Existing Block period</b>	2016-17 to 2020-21 applied for LOA
<b>Validity of LOP</b>	31.03.2021
<b>Execution of BLUT</b>	Yes
<b>Outstanding Rent dues</b>	NIL
<b>Labour Dues</b>	NIL
<b>Validity of Lease Agreement</b>	Sub-lease agreement is registered for the period 18.05.2016 to 25.10.2021
<b>Pending CRA Objection, if any</b>	NIL

.....2/-



: 2 :

Pending Show Cause Notice/ Eviction Order/Recovery Notice/ Recovery Order issued, if any		NIL			
Period of Monitoring of Performance		2019-20			
Whether the unit has achieved positive NFE?		YES			
Performance during the current Block Period (2016-17 to 2020-21)					
Export - FOB value in INR					
FY	Projected Export	APR Data	Projected NFE	NFE as per APR FY	NFE After Verification as per Rule 53 of SEZ Rules (Rs. in Lakhs)
2019-20 is already monitored					
2016-17	1547.00	54.73	773.50	7.79	7.79
2017-18	2142.00	1027.93	1071.00	473.61	481.40
2018-19	2737.00	1426.88	1368.50	927.73	1409.13
2019-20	3332.00	1556.25 (46.71%)	1666.00	169.16 (10.15 %)	1578.29
Total	9758.0	4065.79 (41.67%)	4879.00	1578.2 9 (32.35 %)	
Whether any Export proceeds are outstanding?		No			
Investment till date	Building	0.00 lakhs			
	Plant & Machinery	583.71 lakhs			
	Total	583.71 lakhs			
Area occupied		4669.84 sq. ft.			
No. of employees		136			
Per sq. ft. employment		Rs 00.29sq. ft./employees			
Per sq. ft. exports in the APR period		Rs 0.33lakhs/sq. ft.			
Quantity & value of unutilized goods exported under Rule 34 of SEZ Rules		Nil			
Other FE Outflow details		Nil			
Value addition		Not Applicable			
Whether any SCN pending for adjudication		Nil			
Whether Audit objection pending		No.			

.....3/-

: 3 :

Comparison chart with details of APR Vis-à-vis NSDL data & Amortization chart are placed opposite. The Unit had submitted online APR till 2019-20.

The performance of the Unit for the FY 2020-21 is placed before the **Approval Committee** in terms of Rule 54 of SEZ Rules, 2006.

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**ANNEXURE - A**  
**M/s. Micro Components**

**EXPORT & IMPORT/NFE DATA OF THE YEAR 2019-20**

(Rs. In lakhs)

Year (F.Y.)	Export value as per			IMPORT value as per-					NFE in Lakhs		On Cumulative Basis
	APR data	NSDL data	FCB Export value for id during APR verification as per rule 53 of SEZ Rules.	Import during the year -APR (Raw + CG)	(T/NSDL) data	Amortised value as per APR Rs. in Lakhs.	Amortised value of CG 10% as per rule 53 of SEZ Rules.	APR data as per verification (Raw material consumed amortised+Outflow )	As per APR	After Verification as per Rule 53 of SEZ Rules.	
1	2	3	4	5	6	7	8	9	10	11	12
	3(a)			4A(B)+4C(i)			4B(i)		APR (7) (2-9A)	After Verification (9-11)	
2016-17	54.73	54.72	54.73	380.57	376.80	31.05	31.05	46.94	7.79	7.79	7.79
2017-18	1024.93	1085.65	1024.93	756.01	605.32	34.53	34.53	551.32	473.61	473.61	481.40
2018-19	1426.88	1429.50	1426.88	1172.84	1154.36	40.17	40.17	499.15	927.73	927.73	1409.13
2019-20	1556.25	1607.05	1556.25	1552.96	1532.49	58.37	58.37	1387.09	169.16	169.16	1578.29
<b>Total</b>	<b>4062.79</b>	<b>4176.93</b>	<b>4062.79</b>	<b>3862.43</b>	<b>3668.97</b>	<b>164.17</b>	<b>164.17</b>	<b>2484.50</b>	<b>1578.29</b>	<b>1578.29</b>	



107053/2022/SEZ

CG AMORTISATION - details as provided by the Unit.

UNIT NAME - M/s. Micro Components.

Date of Commencement - 26.10.2016

LOA BLOCK PERIOD - 2016-17 to 2020-21

Monitoring period - 2018-19

Amortisation Period - 2016-17 to 2019-20

YEAR	CG IMP.	AMORTISED VALUE				
			16-17	17-18	18-19	19-20
2016-17			10%	10%	10%	10%
2017-18	310.53	93.15	31.05	31.05	31.05	31.05
2018-19	35.31	10.59		3.53	3.53	3.53
2019-20	55.92	11.18			5.59	5.59
	181.95	18.19				18.19
<b>TOTAL</b>	<b>583.71</b>	<b>133.11</b>	<b>31.05</b>	<b>34.58</b>	<b>40.17</b>	<b>58.37</b>

**OFFICE OF THE DEVELOPMENT COMMISSIONER,  
SEEPZ SPECIAL ECONOMIC ZONE,  
GOVT. OF INDIA,  
MINISTRY OF COMMERCE & INDUSTRY,  
ANDHERI (E), MUMBAI - 400 096.**

**AGENDA POINTS FOR CONSIDERATION BEFORE APPROVAL COMMITTEE**

**A) Proposal:**

Action proposed against the Unit M/s. Omega Products Private Limited, under Rule 54 (2) of the SEZ Rules, 2006 for violation of Section 30 (a) of the SEZ Act, 2005 and Rule 22, Rule 34, Rule 36, Rule 47 (1) & Rule 48 of the SEZ Rules, 2006.

**B) Specific Issue on which decision of AC is required:**

Since, it appears that M/s. Omega Products Private Limited, Pvt Ltd. has *prima facie* violated the provisions of SEZ Act, 2005 and SEZ Rules, 2006, the unit is also liable for penal action against under FTDR Act 1992. Under Rule 54 (2) of the SEZ Rules, 2006, AC is the competent authority to decide on the action to be taken against the unit for failing to abide by any of the terms and conditions of the Letter of Approval or Bond-cum-Legal Undertaking.

**C) Under relevant provisions of SEZ Act-2005 & Rules 2006 /Instructions /Notification**

(i) In terms of section 30(a) of SEZ Act, 2006, subject to the conditions specified in the rules made by the Central Government in this behalf, any goods removed from a Special Economic Zone to the Domestic Tariff Area shall be chargeable to duties of customs including anti-dumping, countervailing and safeguard duties under the Customs Tariff Act, 1975, where applicable, as leviable on such goods when imported.

(ii) In terms of Rule 34 of SEZ Rules 2006, the goods admitted into a Special Economic Zone shall be used by the Unit or the Developer only for carrying out the authorized operations but if the goods admitted are utilized for purposes other than for the authorized operations or if the Unit or Developer fails to account for the goods as provided under these rules, duty shall be chargeable on such goods as if these goods have been cleared for home consumption.

(iii) As per Rule 36 of the Special Economic Zones Rules, 2006, all documents for admission of goods into and out of Special Economic Zone shall be filed before the Authorized Officer of Customs, as the removal of goods from SEZ to DTA requires payment of duty as provided for U/S 30 of SEZ Act 2005.

(iv) As per Rule 47 (1) of the Special Economic Zone Rules 2006, a unit inside the SEZ may sell goods and services including rejects or wastes or scraps or remnants or broken diamonds or by-products arising during the manufacturing process or in connection therewith, in the Domestic Tariff Area on payment of customs duties under section 30.

.....2/-

(v) Rule 48 of the Special Economic Zone Rules, 2006 inter necessitate the domestic area buyer to file a bill of entry for home consumption giving complete details of the goods, make model, serial number and specification along with invoice and packing list with the authorized officers.

In terms of Rule 54 (2) of SEZ, Rules 2006 "In case the Approval Committee comes to the conclusion that a Unit has not achieved positive Net Foreign Exchange Earning or failed to abide by any of the terms and conditions of the Letter of Approval or Bond-cum-Legal Undertaking, without prejudice to the action that may be taken under any other law for the time being in force, the said Unit shall be liable for penal action under the provisions of the Foreign Trade (Development and Regulation) Act, 1992."

#### D. Other Information:

##### Live Bill of Entry:

Importer's Name	M/s Manglam Organics Limited
Bill of Entry no	2000394 dated 09.03.2021
Invoice no.	OM/S/O/20-21/195 dated 09.03.2021
Supplier Name & Address	M/s. Omega Products Private Limited, Address- Unit No 50, SDF-II, SEEPZ, SEZ, Andheri, Mumbai, Maharashtra, PIN-400096
Assessable value	Rs 5,12,575/-
Declared Goods	Resistors Manufactured goods in SEEPZ-SEZ( For Covid-19 Essential Goods)
Quantity	12625

##### Past Bill of Entries:

Sr. No.	DTA Bill of Entry/Date	Description of Goods	Declared Assessable Value(in Rs.)
1	2000316/24.02.2020	"Resistors-Manufactured goods in SEEPZ-SEZ"	121345
2	2001805/20.11.2019	"Resistors-Manufactured goods in SEEPZ-SEZ"	1270
3	2001742/06.11.2019	"Resistors Manufactured goods in SEEPZ-SEZ"	1270
4	2000301/22.02.2021	"Resistors-Manufactured goods in SEEPZ-SEZ"	203000
5	2000053/13.01.2021	"Resistors-Manufactured goods in SEEPZ-SEZ"	96425
6	2000233/10.02.2021	"Resistors-Manufactured goods in SEEPZ-SEZ"	37260
7	2001058/25.09.2020	"Resistors-Manufactured goods in SEEPZ-SEZ"	199930
		<b>Total</b>	<b>660500</b>

.....3/-



E. M/s. Omega Products Private Limited, authorised to supply/sell goods or services in the Domestic Tariff Area in terms of provisions of the Special Economic Zone Act, 2005 and Rules and orders made there-under, filed Bill of Entry No. 2000394 dated 09.03.2021 for Home Consumption (SEZ to DTA Unit) under Rule 47(1) of the SEZ Rules 2006, on behalf of the Importer M/s Mangiam Organics Limited. The subject Bill of Entry No. 2000394 dated 09.03.2021. During examination, it was noticed that description of goods mentioned in DTA sale documents was not in line with the goods physically found which were "Electric Camphor Diffuser / Incense Aromatic burner / Aromatic Diffuser", found in the consignment. From this, it is evident that goods were wrongly declared. Further, as per the Letter of Approval/supporting documents submitted by M/s. Omega Products Private Ltd, it is seen that manufacturing/supply of "Electric Camphor Diffuser / Incense Aromatic burner / Aromatic Diffuser" is not an authorized operation allowed to M/s. Omega Products Private Ltd.

This unit has violated the following conditioned in LOA:

**LOA Para. 2(i)** – The unit shall export the goods manufactured, as per the provisions of the Special Economic Zone Act, 2005 and Rules made there-under for a period of five years from the date of commencement of production activities. For this purpose, you shall execute the Bond-cum-Legal undertaking as prescribed under the Special Economic Zone Rules, 2006.

LOA Para 2(viii) – The unit may supply/sell goods in the Domestic Tariff Area in terms of the provisions of the SEZ Act, 2005 and the Rules and orders made thereunder.

LOA Para 2(xii) – The unit shall abide by the provisions of the SEZ Act, 2005 and the Rules and orders made there-under.

The facts of the case are placed before the **Approval Committee** in terms of Rule 54 (2) of SEZ Rules, 2006.

[illegible]