# INDIA NON JUDICIAL

## Government of Uttar Pradesh

IN-UP55708969292852X

e-Stamp

Acc Name: ARVIND SINGH
Stamp Vendor
Licence No.- 47
E-Stamping Acc ID-UP14440604
Tehsil Sadar Distt. Agra

| | | |
|---|---|---|
| Certificate No. | : | IN-UP55708969292852X |
| Certificate Issued Date | : | 24-May-2025 04:22 PM |
| Account Reference | : | NEWIMPACC (SV)/ up14440604/ AGRA SADAR/ UP-AGR |
| Unique Doc. Reference | : | SUBIN-UPUP1444060408863004643969X |
| Purchased by | : | LUCKNOW BUILDWELL PRIVATE LIMITED |
| Description of Document | : | Article 5 Agreement or Memorandum of an agreement |
| Property Description | : | Not Applicable |
| Consideration Price (Rs.) | : | |
| First Party | : | LUCKNOW BUILDWELL PRIVATE LIMITED |
| Second Party | : | INDIAN BANK |
| Stamp Duty Paid By | : | LUCKNOW BUILDWELL PRIVATE LIMITED |
| Stamp Duty Amount(Rs.) | : | 100 (One Hundred only) |

Please write or type below this line

| | |
|---|---|
| Bank Guarantee No. | 0607225IPG000005 |
| Bank Guarantee Amount | 4,28,55,000/- |
| Date of Bank Guarantee | 29/05/2025 |
| Expiry Date | 28/05/2030 |
| Claim Expiry Date | 28/05/2031 |
| Stamp Amount | 100/- |
| Stamp No. | IN-UP55708969292852X |

## Performance Bank Guarantee

Date: **29.05.2025**

To,
The Vice Chairman,
Rail Land Development Authority (RLDA),
Unit No. 702-B, 7th Floor Konnectus Tower,
DMRC Building, Ajmeri Gate,
New Delhi-110002

In consideration of the Rail Land Development Authority (hereinafter called **"The RLDA"**) having agreed to exempt **M/s Lucknow Buildwell Pvt Ltd. Having its registered office at**

| | |
|---|---|
| Bank Guarantee No. | 0607225IPG000005 |
| Bank Guarantee Amount | 4,28,55,000/- |
| Date of Bank Guarantee | 29/05/2025 |
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| Stamp Amount | 100/- |
| Stamp No. | IN-UP55708969292852X |

**Plot No 94, N.N No 22/51A/2, Vijay Nagar Colony, Agra** (hereinafter called "The said Selected Bidder/ Lessee) from the demand, under the terms and conditions of Bid Documents/LOA No./ Agreement No. **RLDA/2020/Project/Consultancy/Gomti Nagar/2327** dated **18.09.2024** made between RLDA and **M/s Lucknow Buildwell Pvt Ltd. For Residential and Commercial Development on Railway Land at approx. 21215 sqm at Railway Land Pocket F, Vibhuti Khand, Gomti Nagar, Lucknow for 60 YEARS** (hereinafter called "the said LOA/Lease Agreement), of security deposit, for the due fulfillment by the said Selected Bidder/ Lessee of the terms and conditions contained in the said Bid Documents/Lease Agreement, on production of a Performance Bank Guarantee Bond for **Rs. 4,28,55,000/-** (Rupees: **Four Crore Twenty Eight Lakh Fifty Five Thousand only**) we, **Indian Bank, Khandari, Agra** (hereinafter referred to as the bank") at the request of **M/s Lucknow Buildwell Pvt Ltd.** (Selected Bidder/ Lessee do hereby) undertake to pay to the RLDA any amount not exceeding **Rs. 4,28,55,000/-** against any loss or damage caused or suffered or would be caused to or suffered by the RLDA by reason of any breach by the said Selected Bidder/ Lessee of any of the terms or conditions contained in the said Bid Documents/ Lease Agreement.

2. We, the Indian Bank, a body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act having its Corporate Office at No.254-260, Avvai Shanmugham Salai, Royapettah, Chennai – 600 014 and a branch among other places at Indian Bank, situated at, Khandari, Agra (branch address) (hereinafter referred to as the "Guarantor/Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns)" (Indicating name of the bank) do hereby undertake to pay the amounts due and Payable under this guarantee without any demur, merely on a written demand from the RLDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the RLDA by reason of breach by the said Selected Bidder/ Lessee of any of the terms or conditions contained in the said LOA/Lease Agreement or by reason of the Selected Bidder/ Lessee failure to perform the obligations under the said LOA/Lease Agreement. Any such written demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 4,28,55,000/- (Rupees: Four Crore Twenty Eight Lakh Fifty Five Thousand only).

3. We undertake to pay to the **RLDA** any money so in writing demanded notwithstanding any dispute or disputes raised by the Selected Bidder/ Lessee in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Selected Bidder/ Lessee shall have no claim against us for making such payment.

4. We **Indian Bank, Khandari, Agra** (Indicating name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said LOA/Lease Agreement and that it shall continue

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

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|---|---|
| Bank Guarantee No. | 0607225IPG000005 |
| Bank Guarantee Amount | 4,28,55,000/- |
| Date of Bank Guarantee | 29/05/2025 |
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| Stamp Amount | 100/- |
| Stamp No. | IN-UP55708969292852X |

to be enforceable till all the dues of the RLDA under or by virtue of the said LOA/Lease Agreement have been fully paid and its claim satisfied or discharged or till RLDA certifies that the terms and conditions of the said LOA/Lease Agreement have been fully and properly carried out by the said Selected Bidder/ Lessee and accordingly discharges the guarantee. Unless a written demand or claim under this guarantee is made on us in writing on or before the **28.05.2031** we shall be discharged from all liability under this guarantee thereafter.

5. We **Indian Bank, Khandari, Agra** (Indicating name of the bank) further agree with the RLDA that the RLDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said LOA/Lease Agreement or to extend time of performance by the said Selected Bidder/ Lessee from time to time or to postpone for any time or from time to time any of the powers exercisable by the RLDA against the said Selected Bidder/ Lessee and to forbear or enforce any of the terms and conditions relating to the said LOA/Lease Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Selected Bidder/Lessee or for any forbearance, act or omission on the part of the RLDA or any indulgence by the RLDA to the said Selected Bidder/Lessee or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The Bank Guarantee Bond shall be a continuing irrevocable obligation. Invocation of this Guarantee Bond by any official of RLDA shall be valid and unquestionable.

7. We, **Indian Bank, Khandari, Agra** further state that our bank is a nationalized/scheduled bank having a net worth of Rs. 1000 crores or more which is a prerequisite as stipulated by RLDA for issue of the said bank guarantee bond.

8. This guarantee will not be discharged due to the change in the constitution of the bank or the Selected Bidder/ Lessee.

9. We **Indian Bank, Khandari, Agra** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RLDA in writing.

10. Any demand by RLDA for encashment of the BG Bond shall be deemed to have been duly served : if delivered by hand, when left at **P.C Jain Institute of Management and Technology, Khandari, Campus, Khandari, Crossing Agra** (address of the issuing branch); and if given or made by pre-paid registered post or facsimile transmission, when received at **P.C Jain Institute of Management and Technology, Khandari, Agra Campus, Khandari, Crossing Agra** (address of issuing branch of the Bank) or by email at email id **k677@indianbank.co.in** (email of the issuing branch) on the fax no. **NIL** (for the purposes of facsimile transmission).

INDIAN BANK
ALLAHABAD

RAIL LAND DEVELOPMENT AUTHORITY
NEW DELHI

INDIAN BANK
ALLAHABAD

LUCKNOW BUILDWELL PRIVATE LIMITED

| | |
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| Stamp Amount | 100/- |
| Stamp No. | IN-UP55708969292852X |

**Notwithstanding anything contained herein :**

a) **Our liability under this bank guarantee shall not exceed Rs. 4,28,55,000/- (Rupees: Four Crore Twenty Eight Lakh Fifty Five Thousand only).**

b) **This bank guarantee shall be valid upto 28.05.2030 ;**

c) **We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if a written claim or demand is served upon us on or before 28.05.2030 (Minimum claim period of 1 month or on a mutually agreed terms between the customer and beneficiary), failing which all your rights shall be extinguished and Bank shall be discharged from all liabilities thereunder, irrespective of return / non return of original Bank guarantee ;**

d) **Unless an action to enforce the claim under this guarantee is initiated within one year from the date of denial of invocation / rejection of claim by the bank, provided the invocation has been made within the validity/ claim period; all rights of the beneficiary shall be extinguished and bank shall be discharged from all liabilities hereunder.**

IN WITNESS WHEREOF, THE BANK HAS executed this Guarantee Bond on the **29th May** and **2025** first above mentioned through its duly authorized representative.

ON BEHALF OF THE BANK

AUTHORISED Person
**Smt Neha Goyal, Manager**
**SR No. 72454**

Branch Address :
**P.C Jain Institute of Management and Technology,**
**Khandari, Agra Campus, Khandari, Agra Crossing Agra**
Email : k677@indianbank.co.in

SIGNATURES OF THE WITNESSES
Mr. Rahul Singhal S/o Late Sh Vishnu Agarwal
17, Minakshipuram, Karmyogi Enclave, Kamla Nagar, Agra

LUCKNOW BUILDWELL PRIVATE LIMITED

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

*Prabhanshu Agarwal*
*Advocate*
*M.B.A LLB*

*Chamber No. A-14, Adhivakta Bhawan*
*New Building Near Masjid, Civil Court*
*Agra – 282002.*
*Mob No.:* 9634811234
Email:advocateprabhanshu.agarwal@gmail.com

**TO WHOMSOEVER IT MAY CONCERN**

**LEGAL OPINION IN TERMS OF CLAUSE 4.4(E) OF THE GENERAL CONDITIONS TO THE LEASE AGREEMENT**

This legal opinion is provided in accordance with Clause 4.4 (e) of the General Conditions of Lease Agreement (GCLA), which requires the Lessee to deliver a legal opinion from its legal counsel confirming the legal capacity of the Lessee to enter into the Lease Agreement with Rail Land Development Authority (RLDA) and the enforceability of the provisions thereof.

**Background and Formation of the Lessee**

M/s Lucknow Buildwell Private Limited (the Lessee) is a Special Purpose Company incorporated on **30/09/2024** under the provisions of the Companies Act, 2013. It is registered with the Registrar of Companies, **ROC New Delhi**, bearing Corporate Identity Number (CIN) **CIN: U68100UP2024PTC209976**. The Lessee's registered office is at **Plot No. 94, N N No. 22/51, A/2, Vijay Nagar, Agra- 282004 Uttar Pradesh.** The Lessee was formed pursuant to and in compliance with the conditions of RLDA's bidding process, after being selected as the successful bidder for the Project. The Project entails the grant of a lease of approximately **21,215 sqm.** of railway land at Pocket-F, Gomti Nagar Railway Station, Lucknow for commercial development for 60 years. The Lessee has been specifically constituted as the entity to enter into the Lease Agreement with RLDA for implementing the Project, as required by the tender conditions. The bid was accepted at offered value of Rs. 85,71,00,000 (Rupees Eighty Five Crore Seventy One Lacs Only) following the issuance of Letter of Award No. RLDA/2020/Project/Consultancy/Gomti Nagar/2327 dated 18.09.2024, with Annual Lease Rent of Rs.1,00,000/- (Rupees One Lacs Only) per annum payable to RLDA.
The promoters of the Lessee fulfilled the RLDA requirements by forming the Lessee as the special purpose company to sign the Lease Agreement. The Lessee's shareholding and composition comply with the terms mandated by RLDA. The Board of Directors of the Lessee has been duly constituted, and key management personnel (Directors) were appointed upon incorporation on 30.09.2024. The Lessee is active and in good standing, and is authorized by its constitutional documents to undertake real estate development activities, which include the scope of the Project.
The present share holding of M/s Lucknow Buildwell Pvt. Ltd. is as follows:

| Member | No. of Shares | Paid up value in Rs. | % of Shareholding |
|---|---|---|---|
| Sanpan Infrastructure Development Co. Ltd. | 41,55,840 | 4,15,58,400 | 99.9% |
| Nikhil Agarwal, Director in | 2080 | 20,800 | 0.05% |

P. Agarwal Adv.

| | | | |
|---|---|---|---|
| Lucknow Buildwell Pvt. Ltd. | | | |
| Anil Agarwal, Director in Lucknow Buildwell Pvt. Ltd. | 2080 | 20,800 | 0.05% |
| **Total** | **41,60,000** | **4,16,00,000** | **100%** |

**Documents Examined**

For the purpose of this legal opinion, I have examined the following documents and records (including certified copies where applicable) pertaining to the lessee and the project:

- **Certificate of Incorporation** of *Lucknow Buildwell Pvt. Ltd.*, dated **30.09.2024**, issued by the Registrar of Companies, along with the Company Identification number (CIN) and PAN card of company.
- **Memorandum and Articles of Association** of the Lessee, outlining its corporate objectives and internal regulations.
- **GST Registration Certificate** of the Lessee (GSTIN **[09AAFCL9938C1Z7]** ), evidencing registration under the GST laws, and the Permanent Account Number (PAN) **AAFCL9938C** of the Lessee.
- **Letter of Award (LOA)** issued by RLDA- LOA No. RLDA/2020/Project/ Consultancy/Gomti Nagar/2327 dated 18.09.2024, awarding the Project to the Lessee.
- **Board Resolution** of the Lessee dated 30.09.2024, authorizing the company to enter into the Lease Agreement with RLDA for the Project and empowering Shri Nikhil Agarwal (Director/ Authorized Signatory of the Lessee) to execute all documents on behalf of the Lessee in connection with the Project, including the Lease Agreement and ancillary agreements.
- **Draft Lease Agreement** (including the General Conditions of Lease Agreement **GCLA** and all schedules) to be executed between RLDA (the Lessor) and the Lessee, for the commercial development at Pocket-F, Gomti Nagar Railway Station, Lucknow.
- **Proof of Payment of Performance Guarantee: "Performance Guarantee Bond"** No. **0607225IPG000005** dated 29.05.2025 issued by Indian Bank, Khandari Branch, Agra (U.P.) for Rs. 4,28,55,000/- (Rupees Four Crore Twenty-Eight Lakh Fifty-Five thousand only) with a validity up to 28.05.2030 with claim expiry date 28.05.2031.
- **Proof of Payment of First Installment of Lease Premium:** Acknowledgement of the payment of Rs. 21,42,75,000/- (Rupees Twenty One Crore Forty-two Lakh Seventy-five thousand only).

**Opinion**

Based on my review of the documents listed above, I am of the opinion that **M/s Lucknow Buildwell Private Limited has full legal capacity and authority to enter into the Lease Agreement for the Project, and that the provisions of the Lease Agreement are valid, binding and enforceable against the Lessee in**

P. Agarwal / Adv.

accordance with their terms. In reaching this opinion, I confirm the following specific matters:

1. **Status and Capacity of the Lessee:** The Lessee is a duly incorporated private limited company **limited by the shares** under the Companies Act, 2013. It has a distinct legal personality, and is in **active existence** as per the records of the Ministry of Corporate Affairs. The Lessee's constitutional documents (Memorandum and Articles of Association) empower it to undertake real estate development and related business, which encompasses the activities required for the Project. There is nothing in the Lessee's Memorandum or Articles of Association that restricts or prohibits the company from entering into the Lease Agreement or performing its obligations under it. The Lessee has obtained all necessary registrations (including GST and PAN) to lawfully conduct its business and enter contracts in India.
2. **Authority and Approvals:** All requisite corporate approvals and authorizations have been obtained by the Lessee to execute the Lease Agreement. **Mr. Nikhil Agarwal**, in his/her capacity as a Director/Authorized Signatory of the Lessee, has been duly authorized to sign and execute the Lease Agreement and all related documents on behalf of the Lessee. These actions have been validly taken in accordance with the Companies Act, 2013 and the Articles of Association of the Lessee, and they remain in full force and effect as of the date of this opinion.
3. **Compliance with RLDA Requirements:** The Lessee has complied with the pre-conditions set forth by RLDA in the LOA and the GCLA prior to execution of the Lease Agreement. Specifically:
   - The upfront lease premium and any other initial payments required under the LOA/GCLA have been duly paid to RLDA, evidenced by the acknowledgment in the Lease Deed.
   - The Lessee has furnished the required Performance Bank Guarantee vide "Performance Guarantee Bond" No. 0607225IPG000005 dated 29.05.2025 issued by Indian Bank, Khandari Branch, Agra (U.P.) for Rs. 4,28,55,000/- (Rupees Four Crore Twenty-Eight Lakh Fifty-Five thousand only) with a validity up to 28.05.2030 with claim expiry date 28.05.2031. This guarantee meets the requirements of the GCLA (in terms of amount, validity period and issuing bank).
   - The Lessee has submitted all necessary documents and undertakings demanded by RLDA (such as the GST registration, PAN etc.), and these documents are in order. There are no outstanding conditions precedent or unfulfilled obligations on the part of the Lessee that would affect its ability to enter into or perform the Lease Agreement.
4. **Legal Validity of Obligations:** The Lease Agreement (including the General Conditions and any special conditions agreed) has been reviewed and initialed by the Lessee through its authorized signatories, and is in the form approved by RLDA. Upon due execution by the parties, the Lease Agreement will constitute legal, valid and binding and enforceable upon the signatories in accordance and

P. Agarwal Adv.

is in the form approved by RLDA. Upon due execution by the parties, the Lease Agreement will constitute legal, valid and binding and enforceable upon the signatories in accordance with its terms. The terms and conditions of the Lease Agreement do not violate or contradict any provision of existing law or regulation in India. To the best of my knowledge, there are no legal impediments (such as any court injunction, restraining order, or statutory prohibition) that would prevent the Lessee from entering into the Lease Agreement or carrying out its obligations thereunder.

5. **No Conflict:** The execution and performance of the Lease Agreement by the Lessee:
   a. will not result in any breach of the provisions of the Companies Act, 2013 or any other applicable laws by the Lessee;
   b. will not contravene any provision of the Lessee's Memorandum of Association; and
   c. will not breach or result in a default under any other material agreement or instrument to which the Lessee is a party or by which it is bound (based on the information provided and declarations made by the Lessee's management). The Lessee is not a party to any pending legal proceedings that question its authority to enter into the Lease Agreement or that would adversely affect the enforceability of the Lease Agreement.

**Conclusion**

In conclusion, it is my opinion that **M/s Lucknow Buildwell Private Limited** has the necessary corporate power and legal capacity to enter into and perform the obligations under the Lease Agreement with RLDA for the **commercial development at Pocket-F, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.).** All internal approvals required for such execution have been obtained, and the Lessee is in compliance with the conditions stipulated by RLDA. Consequently, upon execution, the Lease Agreement will be a legally valid and binding agreement enforceable against the Lessee in accordance with its terms.

This legal opinion is rendered at the request of the Lessee for submission to RLDA pursuant to the requirements of the GCLA for the Project. It is restricted to the matters expressly set forth above and is based on the laws of India in force as of the date hereof. This opinion may be produced before and relied upon by the Rail Land Development Authority for the purpose for which it is given.

LUCKNOW BUILDWELL PRIVATE LIMITED

**Advocate**

Prabhanshu Agarwal
Advocate
Civil Court Agra
Reg. No. 5404/04
(M) 9634811284

RAIL LAND DEVELOPMENT AUTHORITY
NEW DELHI

SEARCH REPORT

# (LUCKNOW BUILDWELL PRIVATE LIMITED)

Prepared By:-
R. C. Sharma & Associates
(Company Secretaries)
Mumba Dhaam
Block No.30, Shop No:-218
Opposite Vikas Bhawan
Sanjay Place, Agra-282002
Ph. :- 9319104242, 0562-4012680
E-Mail :- rcsharmacs@yahoo.com

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

**CS** **R. C. SHARMA & ASSOCIATES**
Company Secretaries
Mumba Dhaam
Block No. 30, Shop No.218
Opp. Vikas Bhawan, Sanjay Place
Agra-282002 Uttar Pradesh
Mobile : 9319104242
e-mail: rcsharmacs@yahoo.com

## SEARCH REPORT

**Dated:- 20TH of November, 2024**

**To,**
**THE MANAGER,**

**Ref.** **: LUCKNOW BUILDWELL PRIVATE LIMITED**

Company identification Number (CIN) **: U68100UP2024PTC209976**

Date of Incorporation **: 30th of September, 2024**

Date of Search **: 20th of November, 2024**

**Dear Sir,**

We hereby report that there is no **CHARGE"** on the assets of the Company has been registered with the Registrar of Companies, Kanpur as per search conducted by us on the portal of Ministry of Corporate Affairs (www.mca.gov.in) on 20th Day of November, 2024.

**Place:** Agra
**Date:** 20th of November, 2024

For R.C. Sharma & Associates
Company Secretaries

R. C. SHARMA & ASSOCIATES COMPANY SECRETARIES AGRA

R.C. Sharma (F.C.S.)
C.P. No. 7957
UDIN: F005524F002416671

LUCKNOW BUILDWELL PRIVATE LIMITED

LAND DEVELOPMENT AUTHORITY NEW DELHI



**UDIN: F005524F002416671**

**CS**

# R. C. SHARMA & ASSOCIATES

Company Secretaries

Mumba Dhaam
Block No. 30, Shop No.218
Opp. Vikas Bhawan, Sanjay Place
Agra-282002 Uttar Pradesh
Mobile : 9319104242
e-mail: rcsharmacs@yahoo.com

## STATUS REPORT

The Status Report is based on the records and documents available on portal of Ministry of Corporate Affairs (www.mca.gov.in) at the time of our inspection on 20th day of November, 2024.

| | |
|---|---|
| Name of the Company | LUCKNOW BUILDWELL PRIVATE LIMITED |
| Company Identification Number (CIN) | U68100UP2024PTC209976 |
| ate of Incorporation | 30th of September, 2024 |
| Present Registered Office | Plot No 94 N.N.No., 22/51A/2 Vijay Nagar Agra -282003 U.P. |
| Present Authorized Share Capital | Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only) divided into 41,60,000 (Forty One Lakh Sixty Thousand) Equity Shares of Rs.10/- (Ten) each. |
| Present Paid-up Capital | Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only) divided into 41,60,000 (Forty One Lakh Sixty Thousand) Equity Shares of Rs.10/- (Ten) each |

## PARTICULARS OF PRESENT DIRECTORS :-

| DIN | Full Name | Present Residential Address | Designation | Date of Appointment |
|---|---|---|---|---|
| 00612595 | Nikhil Agarwal | 123,North Vijay Nagar,Near Airtel Office Agra Uttar Pradesh-282004 | Director | 30/09/2024 |
| 00612588 | Anil Agarwal | 123,North Vijay Nagar Colony Dayal Bagh Agra Uttar Pradesh-282004 | Director | 30/09/2024 |

R. C. SHARMA & ASSOCIATES COMPANY SECRETARIES AGRA

LUCKNOW BUILDWELL PRIVATE LIMITED

RAILLAND DEVELOPMENT AUTHORITY NEW DELHI



UDIN: F005524F002416671

**CS** **R. C. SHARMA & ASSOCIATES**
Company Secretaries
Mumba Dhaam
Block No. 30, Shop No.218
Opp. Vikas Bhawan, Sanjay Place
Agra-282002 Uttar Pradesh
Mobile : 9319104242
e-mail: rcsharmacs@yahoo.com

## PARTICULARS OF PRESENT SHAREHOLDERS OF THE COMPANY:-

| S. No. | Name of Shareholder | No of Shares | Nominal Value | Amount |
|---|---|---|---|---|
| 1 | Anil Agarwal | 2,080 | 10 | 20,800 |
| 2 | Nikhil Agarwal | 2,080 | 10 | 20,800 |
| | Ganpati Infrastructure Development Company Limited | 41,55,840 | 10 | 4,15,58,400 |
| | Total | 4,160,000 | Total | 41,600,000 |

**Annual Filing Status:**

The company incorporated on 30th day of September, 2024 therefore, the Annual Return shall be due to file up to 31st of December 2025.

The search has been conducted through the portal of the Ministry of Corporate Affairs i.e. www.mca.gov.in through SRN No. UU0591639 Dated- 20/11/2024.

**Place:** Agra
**Date:** 20th of November, 2024

For R.C. Sharma & Associates
Company Secretaries

R. C. SHARMA & ASSOCIATES COMPANY SECRETARIES AGRA

R.C. Sharma (F.C.S.)
C.P. No. 7957
UDIN F005524F002416671

LUCKNOW BUILDWELL PRIVATE LIMITED

RAJLAND DEVELOPMENT AUTHORITY NEW DELHI



**UDIN: F005524F002416671**

MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

| | |
|---|---|
| **SRN:** AB1849754/ BharatKoshOrderId :1-15733482460<br>**SRN Date:** 14/11/2024 16:19:40 | **Service Request Date:** 15/11/2024 |

**RECEIVED FROM:**

**Name:** ROHAN SHARMA

**Address:** SANJAY PLACE, ., Agra, Agra, Uttar Pradesh, 282002

**ENTITY ON WHOSE BEHALF MONEY IS PAID**

**LLPIN/CIN/DIN:** U68100UP2024PTC209976

**Name:** LUCKNOW BUILDWELL PRIVATE LIMITED

**Address:** PLOT NO 94 N.N.NO., 22/51A/2 VIJAY NAGAR, Agra, Agra, Uttar Pradesh, 282003

**FULL PARTICULARS OF REMITTANCE**

**Service Type:** eFiling

| Service Description | Type of Fee | Amount (Rs.) |
|---|---|---|
| Fee for SH-7 | Normal | 431000 |
| | Additional | 718.333333 |
| | Total | **431719** |

**Mode of Payment:** Online

**Received Payment Rupees:** Four Lakh Thirty One Thousand Seven Hundred Nineteen Rupees Only.

Note: The defects or incompleteness in any respect in this application as noticed shall be placed on the Ministry's website(www.mca.gov.in). In case the application is marked as RSUB, please resubmit the application within the due date. Please track the status of your transaction at all times till it is finally disposed off. (please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014)

11/1/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

# MINISTRY OF CORPORATE AFFAIRS
## RECEIPT
## G.A.R.7

| | |
|---|---|
| **SRN:** AB1866668/ BharatKoshOrderId :1-15741696828<br>**SRN Date:** 16/11/2024 11:53:31 | **Service Request Date:** 16/11/2024 |

**RECEIVED FROM:**

**Name:** ROHAN SHARMA

**Address:** SANJAY PLACE, ., Agra, Agra, Uttar Pradesh, 282002

**ENTITY ON WHOSE BEHALF MONEY IS PAID**

**LLPIN/CIN/DIN:** U68100UP2024PTC209976

**Name:** LUCKNOW BUILDWELL PRIVATE LIMITED

**Address:** PLOT NO 94 N.N.NO., 22/51A/2 VIJAY NAGAR, Agra, Agra, Uttar Pradesh, 282003

**FULL PARTICULARS OF REMITTANCE**

**Service Type:** eFiling

| Service Description | Type of Fee | Amount (Rs.) |
|---|---|---|
| Fee for PAS-3 | Normal | 600 |
| | Additional | 0 |
| | Total | 600 |

**Mode of Payment:** Online

**Received Payment Rupees:** Six Hundred Rupees Only.

Note: The defects or incompleteness in any respect in this application as noticed shall be placed on the Ministry's website(www.mca.gov.in). In case the application is marked as RSUB, please resubmit the application within the due date. Please track the status of your transaction at all times till it is finally disposed off. (please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014)

NEW DELHI
RAIL LAND DEVELOPMENT AUTHORITY

LUCKNOW BUILDWELL PRIVATE LIMITED

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

GANPATI INFRASTRUCTURE
DEVELOPMENT COMPANY LIMITED

09/04/2012

Permanent Account Number

AACECG6731F

24042012

LUCKNOW BUILDWELL PRIVATE LIMITED

RAIL LAND DEVELOPMENT AUTHORITY
NEW DELHI

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ABMPA4170A

नाम / Name
ANIL AGARWAL

पिता का नाम / Father's Name
SHRI NATH AGARWAL

जन्म की तारीख /
Date of Birth
15/05/1958

हस्ताक्षर / Signature

0401202

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LUCKNOW BUILDWELL PRIVATE LIMITED

RAIL LAND DEVELOPMENT AUTHORITY
NEW DELHI

भारत सरकार

Government of India

आधार

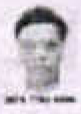
Aadhaar No. Issued: 30/10/2011

अनिल अग्रवाल

Anil Agarwal

जन्म तिथि / DOB : 15/05/1958

पुरुष / Male



आधार पहचान का प्रमाण है, नागरिकता या जन्मतिथि का नहीं ।
इसका उपयोग सत्यापन (ऑनलाइन प्रमाणीकरण, या क्यूआर कोड/ ऑफलाइन एक्सएमएल की स्कैनिंग) के साथ किया जाना चाहिए ।

**Aadhaar is proof of identity, not of citizenship or date of birth.** It should be used with verification (online authentication or scanning of QR code / offline XML).

**2676 7782 6806**

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

AADHAAR

पता: S/O स्व श्री श्रीनाथ अग्रवाल, 123 नोर्थ विजय नगर कॉलोनी, दयाल बाग स.ओ, आगरा, उत्तर प्रदेश 282005

Address: S/O Late Shri Shrinath Agarwal, 123 north vijay nagar colony, Dayal Bagh S.O, PO: DIST:Agra, Uttar Pradesh, 282005

**2676 7782 6806**

1947 | help@uidai.gov.in | www.uidai.gov.in

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

आयकर विभाग | भारत सरकार
INCOME TAX DEPARTMENT | GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
**ADNPA6634Q**

नाम / Name
**NIKHIL AGARWAL**

पिता का नाम / Father's Name
**ANIL AGARWAL**

जन्म की तारीख / Date of Birth
**16/01/1983**

हस्ताक्षर / Signature

14032019

LUCKNOW BUILDWELL PRIVATE LIMITED

11/6/21

RAIL LAND DEVELOPMENT AUTHORITY
NEW DELHI

भारत सरकार
GOVERNMENT OF INDIA

निखिल अग्रवाल
Nikhil Agarwal
जन्म तिथि/DOB: 16/01/1983
पुरुष/ MALE

**2987 6292 7691**

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आधार

पता:
संबोधित: अनिल अग्रवाल, 123, नॉर्थ विजय नगर, विजय नगर, ऐरटेल ऑफिस के पास, विजय नगर, बेलन गंज,
आगरा,
उत्तर प्रदेश - 282004

**Address :**
S/O: Anil Agarwal, 123, north vijay nagar, vijay Nagar, near airtel office, vijay nagar, Belan Ganj, Agra,
Uttar Pradesh - 282004

**2987 6292 7691**

1947 1800 300 1947 | help@uidai.gov.in | www.uidai.gov.in | P.O. Box No. 1947, Bengaluru-560 001

LUCKNOW BUILDWELL PRIVATE LIMITED

RAIL LAND DEVELOPMENT AUTHORITY
NEW DELHI

सत्यमेव जयते

## INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

e-Stamp

| | | |
|---|---|---|
| Certificate No. | : | IN-DL99483839193225X |
| Certificate Issued Date | : | 11-Jun-2025 06:35 PM |
| Account Reference | : | IMPACC (IV)/ dl859003/ DELHI/ DL-NWD |
| Unique Doc. Reference | : | SUBIN-DLDL85900336111850605671X |
| Purchased by | : | LUCKNOW BUILDWELL PVT LTD |
| Description of Document | : | Article 34 Indemnity Bond |
| Property Description | : | Not Applicable |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | LUCKNOW BUILDWELL PVT LTD |
| Second Party | : | RAIL LAND DEVELOPMENT AUTHORITY |
| Stamp Duty Paid By | : | LUCKNOW BUILDWELL PVT LTD |
| Stamp Duty Amount(Rs.) | : | 100 (One Hundred only) |

Please write or type below this line

## INDEMINITY BOND FOR GST LIABILITY

This deed of indemnity executed on 11 June 2025 at New Delhi by Lucknow Buildwell Private Limited (CIN: U68100UP2024PTC209976) having its registered office at Plot No. 94, N.N No 22/51/A/2, Vijay Nagar, Agra-282004 through Mr. Nikhil Agarwal S/o Anil Agarwal as the Authorised representative hereinafter referred to as the 'Indemnifier' the expression which shall useless repugnant to the context or meaning thereof include its administrators, successors, representative and assignees in favour of RAIL LAND DEVELOPMENT AUTHORITY (RLDA)

11/6/25

a statutory Authority under Ministry of Railways, constituted vide amendment to the Railway Act, 1989 having office at Unit 702-B, 7th Floor, Konnectus Tower-2, DMRC Building, Ajmeri Gate, New Delhi-110002 hereinafter referred to as the Indemnified the expression which shall, unless repugnant to the context or meaning thereof include its administrators, successors, representative and assignees.

WHEREAS RLDA, the indemnified herein has granted Lease for Commercial Development on Railway Land Parcel of area 21215 Sqm (approx.) at Railway Land at Pocket-F, Vibhuti Khand, Gomti Nagar Railway Station, Lucknow for Commercial Development for 60 Years to the Indemnifier through Letter No. of Acceptance RLDA/2020/Project/Consultancy/Gomti Nagar/2327 dated 18.09.2024 on terms and conditions as mutually agreed to by and between RLDA and M/S Lucknow Buildwell Private Limited (the SPC formed). WHEREAS, the provision of RFP, LOA provides for the payment by the indemnifier i.e. the Developer of all taxes including but not limited to Goods and Service Tax (GST) on lease Premium (LP), interest and penalty thereon on LP. Further, the indemnifier i.e. the Developer shall deposit GST with applicable interest & penalty thereon on Lease Premium + Interest to GST Department, as applicable

NOW THEREFORE, the indemnifier, i.e. the Developer hereby irrevocably agrees to indemnify the indemnified i.e. RLDA in the event of any penalty, interest or any demand of GST from concerned Authority towards any default or violation committed by the Indemnifier and authorize RLDA to pay such amounts (under advice to the indemnifier) from the amounts paid by the indemnifier to RLDA (towards Lease Premium, Annual Lease Rent, Performance Guarantee) which the indemnifier will recoup within (15) days of getting notice from RLDA without fail. Failure to recoup such amounts to RLDA shall be construed as a "Payment Default" and the indemnifier will be responsible for the consequences thereof as defined under the Lease agreement. In case of any dispute on demand from the GST Department, the indemnifier will take up the matter directly with GST Department and indemnifies RLDA in the regard.

Authorised Signature of the Indemnifier
Name: Nikhil Agarwal
Designation: Director
Lucknow Buildwell Private Limited

Place: New Delhi
Date: 11.06.2025

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

ATTESTED
NOTARY PUBLIC
GOVT. OF INDIA
11 JUN 2025

NOTARY Deo Raj Singh Regd. No. 1903 GOVT. OF INDIA

LUCKNOW BUILDWELL PRIVATE LIMITED

LUCKNOW BUILDWELL PRIVATE LIMITED
**Regd Office:** Plot No 94 N.N.No., 22/51A/2
Vijay Nagar, Agra Uttar Pradesh- 282004
**CIN:** U68100UP2024PTC209976
**E-Mail:** info@ganpatigroupindia.com
**Contact No:** 9997191100

## NOTICE

Notice is hereby given that an Extra-Ordinary General Meeting of the members of the Company **LUCKNOW BUILDWELL PRIVATE LIMITED** will be held on **Monday, 14th day of October, 2024** at 04:30 P.M. at a shorter notice. The consent of the members for conduct the meeting at a shorter notice is duly received. The meeting will be held at the registered office of the company situated at Plot No 94 N.N.No. 22/51A/2 Vijay Nagar Agra-282004 Uttar Pradesh, to transact the following business:

**SPECIAL BUSINESS:**

### ITEM NO. 1: TO INCREASE IN AUTHORISED SHARE CAPITAL OF THE COMPANY

To consider and, if thought fit, to pass, with or without modification, the following resolution as an **Ordinary Resolution:**

"**RESOLVED THAT** pursuant to the provisions of Section 61 and 64 and other applicable provisions, if any, of the Companies Act, 2013 (including any amendment thereto or re-enactment thereof for the time being in force) and the rules framed there under, subject to the approval of the concerned Registrar of Companies and such other authorities as may be required, the consent of the members of the company be and are hereby accorded to increase the Authorized Share Capital of the Company from existing 15,00,000/- (Rupees Fifteen Lakh Only) divided into 1,50,000 (One Lakh Fifty Thousand) Equity Shares of Rs. 10/- each to Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only) divided into 41,60,000 (Forty One Lakh Sixty Thousand) Equity Shares of Rs. 10/-each ranking pari passu in all respect with the existing Equity Shares of the Company".

### ITEM NO.2: TO ALTERATION OF CLAUSE V (CAPITAL CLAUSE) IN EXISTING MEMORANDUM OF ASSOCIATION OF THE COMPANY:

To consider and, if thought fit, to pass, with or without modification, the following resolution as **Special Resolution:**

"**RESOLVED THAT** pursuant to the provisions of Section 13, 15, 61 and 64 and other applicable provisions of the Companies Act, 2013 (including any amendment thereto or re-enactment thereof) and the rules framed thereunder, subject to the approval of the concerned registrar of companies and such other authorities as may be required, the consent of the members of the Company be and is hereby accorded for substituting Clause V of the existing Memorandum of Association of the Company with the following clause"

V. The Authorized Share Capital of the Company is Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only) divided into 41,60,000 (Forty One Lakh Sixty Thousand) Equity Shares of Rs. 10/- each.

### ITEM NO.3 INSERTION OF SUB CLAUSE 3 IN CLAUSE III (A) IN THE EXISTING MEMORANDUM OF ASSOCIATION (SPECIAL RESOLUTION)

To consider and if thought fit, to pass with or without modification(s), the following resolution as Special Resolution:

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

# LUCKNOW BUILDWELL PRIVATE LIMITED

**Regd Office:** Plot No 94 N.N.No., 22/51A/2
Vijay Nagar, Agra Uttar Pradesh- 282004
**CIN:** U68100UP2024PTC209976
**E-Mail:** info@ganpatigroupindia.com
**Contact No:** 9997191100

"**RESOLVED THAT** pursuant to the provisions of Section 13 and other applicable provisions, if any, of Companies Act, 2013, (including any statutory modifications or re-enactment thereof, for the time being in force), and the rules framed there under, the consent of the board of directors of the company be and is hereby accorded subject to the approval of shareholders in the general meeting of the company, that the object clause of the company be and is hereby amended to add the following Sub Clause 3 after Sub Clause No 2 in Clause III (A) containing the main objects to be pursued by the company.

The new sub clauses are as under:-

- To develop Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period. Railway land/air space to be leased to the company by Rail Land Development Authority (RLDA) on design build finance operate and transfer model as laid down in the lease agreement and other documents to be entered into with RLDA and to take all actions as may be required for development of the project and to carry on the business of promoters developers, builders, managers, contractors, subcontractors, planners, designers, construction engineers, decorators, interior decorators, fabricators, engineers, survivors, appraisers, mortgagors of commercial complexes and to engage in all types of construction activities incidental or in relation to the project carried on by the Company at railway land leased to the company by RLDA in term of object 1 above.

Draft copy of the amended memorandum as placed before the board duly initialized by the chairperson, be and is hereby approved and adopted.

**For and on Behalf of the Board of Directors**
**For Lucknow Buildwell Private Limited**

**Nikhil Agarwal**
Director
DIN: 00612595

**Anil Agarwal**
Director
DIN: 00612588

**Date:** 09/10/2024
**Place:** Agra

LUCKNOW BUILDWELL PRIVATE LIMITED

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

# LUCKNOW BUILDWELL PRIVATE LIMITED

**Regd Office:** Plot No 94 N.N.No., 22/51A/2
Vijay Nagar, Agra Uttar Pradesh- 282004
**CIN:** U68100UP2024PTC209976
**E-Mail:** info@ganpatigroupindia.com
**Contact No:** 9997191100

**Notes:**
**Proxy**

1. A member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of himself and the proxy need not be a member. Proxies in order to be effective must be received by the company not later than forty eight (48) hours before the meeting. Proxies submitted on behalf of limited companies, societies, etc., must be supported by appropriate resolutions/authority, as applicable.

2. A person can act as proxy on behalf of Members not exceeding fifty (50) and holding in the aggregate not more than 10% of the total share capital of the Company. In case a proxy is proposed to be appointed by a Member holding more than 10% of the total share capital of the Company carrying voting rights, then such proxy shall not act as a proxy for any other person or shareholder.

3. In case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote at the Meeting.

4. Relevant documents referred to in the accompanying Notice and in the Explanatory Statements are open for inspection by the Members at the Company's Registered Office on all working days of the Company, during business hours up to the date of the Meeting.

5. Corporate Members intending to send their authorized representatives to attend the Meeting pursuant to Section 113 of the Companies Act, 2013 are requested to send to the Company, a certified copy of the relevant Board Resolution together with their respective specimen signatures authorizing their representative(s) to attend and vote on their behalf at the Meeting.

6. Members seeking any information with regard to the Accounts are requested to write to the Company at an early date, so as to enable the Management to keep the information ready at the meeting.

7. Members are requested to notify immediately any change in their Address to the Company.

8. The Ministry of Corporate Affairs has taken a "Green Initiative in the Corporate Governance" by allowing paperless compliances by the companies and has issued circulars stating that service of notice/documents including Annual Report can be sent by e-mail to its members. To support this green initiative of the Government in full measure, members who have not registered their e-mail address with company are requested to register their e-mail addresses to the Company.

9. The Explanatory Statement Pursuant to Section 102 (1) of the Companies Act, 2013 in respect of the Special Business set out above is annexed hereto and forms part of the Notice.

10. Keeping in view the Government Policy related to COVID-19 all the members are requested to wear mask at the EGM and other check point has to be taken into consideration such as sanitization of hands and thermal screening. Other social distancing shall be monitor maintained in the EGM as per the Government Rules and Regulation for the time being in force.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

# LUCKNOW BUILDWELL PRIVATE LIMITED

**Regd Office:** Plot No 94 N.N.No., 22/51A/2
Vijay Nagar, Agra Uttar Pradesh- 282004
**CIN:** U68100UP2024PTC209976
**E-Mail:** info@ganpatigroupindia.com
**Contact No:** 9997191100


## EXPLANATORY STATEMENT
**(Pursuant to Section 102 (1) of the Companies Act, 2013)**

The following explanatory statement sets out all material facts relating to the special business mentioned in the accompanying Notice dated **9th Day of October, 2024** and shall be taken as forming part of the Notice.

**ITEM NO. 1: TO INCREASE IN AUTHORISED SHARE CAPITAL OF THE COMPANY**

At the Board meeting held on 9th day of October, 2024 the Directors of the Company put forward the proposal to increase authorized share capital of the company from existing Rs. 15,00,000/- (Rupees Fifteen Lakh Only) divided into 1,50,000 (One Lakh Fifty Thousand) Equity Shares of Rs. 10/- each to Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only) divided into 41,60,000 (Forty One Lakh Sixty Thousand) Equity Shares of Rs. 10/- each ranking pari passu in all respect with the existing Equity Shares of the Company. The Board of Directors discussed the same and resolved that authorized share capital of the company be increased by addition of Rs. 4,01,00,000/- (Four Crore One Lakh) divided into 40,10,000 (Forty Lakh Ten Thousand) Equity Shares of Rs. 10/- each.

Since the company would require more funds for expanding its business and meet out its current expenditure therefore, it is necessary to raise the Authorized Share Capital of the company from Rs. 15,00,000/- (Rupees Fifteen Lakh Only) to Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only).

None of the Directors of the Company or any relatives of such Directors, will be considered to be concerned or interested in the proposed Ordinary Resolution except to the extent of their shareholding in the company

Your directors recommend to pass the above resolution as an ordinary resolution.

**ITEM NO.2: TO ALTERATION OF CLAUSE V (CAPITAL CLAUSE) IN EXISTING MEMORANDUM OF ASSOCIATION OF THE COMPANY:**

Consequent to such increase in authorized share capital of the company the clause V relating to capital clause of the existing Memorandum of Association of the Company required to be substituted with the amended/increased authorized share capital clause. The Board of Directors discussed the same and resolved that the Clause V of the existing Memorandum of Association of the Company be substituted with the following clause".

**ITEM NO.3 INSERTION OF SUB CLAUSE 3 IN CLAUSE III (A) IN THE EXISTING MEMORANDUM OF ASSOCIATION (SPECIAL RESOLUTION)**

The principal business of the company is to engage in infrastructure development, Real Estate Promoters, Developers & Project Management Association including civil, construction, mechanical, electrical, and all other type's erection, commissioning projects, project trading as well as consultant for execution of projects. The company proposes the business to develop Commercial Development of approximately 21,215 sqm of Railway land Pocket-Fin Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period. Railway land/air space to be leased to the company by Rail Land Development Authority (RLDA) on design build finance operate and

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

transfer model as laid down in the lease agreement and other documents to be entered into with RLDA and to take all actions as may be required for development of the project and to carry on the business of promoters developers, builders, managers, contractors, subcontractors, planners, designers, construction engineers, decorators, interior decorators, fabricators, engineers, survivors, appraisers, mortgagors of commercial complexes and to engage in all types of construction activities incidental or in relation to the project carried on by the Company at railway land leased to the company by RLDA.

To enable the company to commence the aforesaid business, it is proposed to amend the Main Objects under the Objects Clause of the Memorandum of Association of the company, by insertion of sub-clause 3 after the existing sub-clause 2 as stated in the resolution in the annexed notice. The above amendment would be subject to the approval of the Registrar of Companies, Uttar Pradesh, Kanpur and any other statutory or Regulatory authority, as may be necessary.

Your directors recommend to pass the above resolution as special resolution.

None of the Directors of the company or their relatives are concerned or interested in the passing of the above resolution.

**For and on Behalf of the Board of Directors**
**For Lucknow Buildwell Private Limited**

Nikhil Agarwal
Director
DIN: 00612595

**Anil Agarwal**
Director
DIN: 00612588

**Date:** 09/10/2024
**Place:** Agra

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

LUCKNOW BUILDWELL PRIVATE LIMITED
**Regd Office:** Plot No 94 N.N.No., 22/51A/2
Vijay Nagar, Agra Uttar Pradesh- 282004
**CIN:** U68100UP2024PTC209976
**E-Mail:** info@ganpatigroupindia.com
**Contact No:** 9997191100

**CERTIFIED TRUE COPY OF RESOLUTION PASSED IN THE EXTRA-ORDINARY GENERAL MEETING OF THE MEMBERS OF THE COMPANY LUCKNOW BUILDWELL PRIVATE LIMITED HELD ON MONDAY, 14TH DAY OF OCTOBER, 2024 AT 04:30 P.M. AT PLOT NO 94 N.N.NO., 22/51A/2 VIJAY NAGAR AGRA UTTAR PRADESH-282004.**

**ITEM NO. 1: INCREASE IN AUTHORISED SHARE CAPITAL OF THE COMPANY**

"**RESOLVED THAT** pursuant to the provisions of Section 61 and 64 and other applicable provisions, if any, of the Companies Act, 2013 (including any amendment thereto or re-enactment thereof for the time being in force) and the rules framed there under, subject to the approval of the concerned Registrar of Companies and such other authorities as may be required, the consent of the members of the company be and is hereby accorded to increase the Authorized Share Capital of the Company from existing Rs. 15,00,000/- (Rupees Fifteen Lakh Only) divided into 1,50,000 (One Lakh Fifty Thousand) Equity Shares of Rs. 10/- each to Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only) divided into 41,60,000 (Forty One Lakh Sixty Thousand) Equity Shares of Rs. 10/- each ranking pari passu in all respect with the existing Equity Shares of the Company."

**ITEM NO.2: ALTERATION OF CLAUSE V (CAPITAL CLAUSE) IN EXISTING MEMORANDUM OF ASSOCIATION OF THE COMPANY:**

"**RESOLVED THAT** pursuant to the provisions of Section 13, 15, 61 and 64 and other applicable provisions of the Companies Act, 2013 (including any amendment thereto or re-enactment thereof) and the rules framed thereunder, subject to the approval of the concerned registrar of companies and such other authorities as may be required, the consent of the members of the Company be and is hereby accorded for substituting Clause V of the existing Memorandum of Association of the Company with the following clause"

V. The Authorized Share Capital of the Company is Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only) divided into 41,60,000 (Forty One Lakh Sixty Thousand) Equity Shares of Rs. 10/- each.

**ITEM NO.3 INSERTION OF SUB CLAUSE 3 IN CLAUSE III (A) IN THE EXISTING MEMORANDUM OF ASSOCIATION (SPECIAL RESOLUTION)**

"**RESOLVED THAT** pursuant to the provisions of Section 13 and other applicable provisions, if any, of Companies Act, 2013, (including any statutory modifications or re-enactment thereof, for the time being in force), and the rules framed there under, the consent of the Members of the company be and is hereby accorded, that the object clause of the company be and is hereby amended to add the following Sub-Clause 3 after Sub-Clause No 2 in Clause III (A) containing the main objects to be pursued by the company,

The new sub clauses are as under:-

To develop Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period. Railway land/air space to be leased to the company by Rail Land Development Authority (RLDA) on design build finance operate and transfer model as laid down in the lease agreement and other documents to be entered into with RLDA and to take all actions as may be required for development of the project and to

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

**LUCKNOW BUILDWELL PRIVATE LIMITED**

**Regd Office:** Plot No 94 N.N.No., 22/51A/2
Vijay Nagar, Agra Uttar Pradesh- 282004
**CIN:** U68100UP2024PTC209976
**E-Mail:** info@ganpatigroupindia.com
**Contact No:** 9997191100

carry on the business of promoters developers, builders, managers, contractors, subcontractors, planners, designers, construction engineers, decorators, interior decorators, fabricators, engineers, survivors, appraisers, mortgagors of commercial complexes and to engage in all types of construction activities incidental or in relation to the project carried on by the Company at railway land leased to the company by RLDA in term of object 1 above

**//Certified True Copy//**
**For Lucknow Buildwell Private Limited**

**Nikhil Agarwal**
Director
DIN: 00612595

Anil Agarwal
Director
DIN: 00612588

LUCKNOW BUILDWELL PRIVATE LIMITED *

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI *

11/6/2

# LUCKNOW BUILDWELL PRIVATE LIMITED

**Regd Office:** Plot No 94 N.N.NO., 22/51A/2
Vijay Nagar, Agra Uttar Pradesh- 282004
**CIN:** U68100UP2024PTC209976
**E-Mail:** info@ganpatigroupindia.com
**Contact No:** 9997191100

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF DIRECTORS OF THE COMPANY LUCKNOW BUILDWELL PRIVATE LIMITED HELD ON WEDNESDAY, 9TH DAY OF OCTOBER, 2024 AT 11:30 A.M. AT PLOT NO 94 N.N.NO., 22/51A/2 VIJAY NAGAR AGRA UTTAR PRADESH-282004.**

**ITEM NO.1 INCREASE IN AUTHORISED SHARE CAPITAL OF THE COMPANY:**

"**RESOLVED THAT** pursuant to the provisions of Section 61 and 64 and other applicable provisions, if any, of the Companies Act, 2013 (including any amendment thereto or re-enactment thereof) and the rules framed there under, the board of directors have recommended to increase the Authorized Share Capital of the Company from existing Rs. 15,00,000/- (Rupees Fifteen Lakh Only) divided into 1,50,000 (One Lakh Fifty Thousand) Equity Shares of Rs. 10/- each to Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only) divided into 41,60,000 (Forty One Lakh Sixty Thousand) Equity Shares of Rs. 10/- each ranking pari passu in all respect with the existing Equity Shares of the Company."

**ITEM NO.2 CONSIDER AND APPROVE ALTERATION OF CLAUSE V (CAPITAL CLAUSE) IN EXISTING MEMORANDUM OF ASSOCIATION OF THE COMPANY:**

"**RESOLVED THAT** pursuant to the provisions of Section 13, 15, 61 and 64 and other applicable provisions of the Companies Act, 2013 (including any amendment thereto or re-enactment thereof) and the rules framed thereunder, subject to the approval of the concerned registrar of companies and such other authorities as may be required, the consent of the members of the Company be and is hereby accorded for substituting Clause V of the existing Memorandum of Association of the Company with the following clause"

V. The Authorized Share Capital of the Company is Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only) divided into 41,60,000 (Forty One Lakh Sixty Thousand) Equity Shares of Rs. 10/-each.

**ITEM NO.3 INSERTION OF SUB CLAUSE 3 IN CLAUSE III (A) IN THE EXISTING MEMORANDUM OF ASSOCIATION (SPECIAL RESOLUTION):**

"**RESOLVED THAT** pursuant to the provisions of Section 13 and other applicable provisions, if any, of Companies Act, 2013, (including any statutory modifications or re-enactment thereof, for the time being in force), and the rules framed there under, the consent of the board of directors of the company be and is hereby accorded subject to the approval of shareholders in the general meeting of the company, that the object clause of the company be and is hereby amended to add the following Sub Clause 3 after Sub-Clause No 2 in Clause III (A) containing the main objects to be pursued by the company."

The new sub clauses are as under:-

> To develop Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period. Railway land/air space to be leased to the company by Rail Land Development Authority (RLDA) on design build finance operate and transfer model as laid down in the lease agreement and other documents to be entered into with RLDA and to take all actions as may be required for development of the project and to carry on the business of promoters developers, builders, managers, contractors, subcontractors, planners, designers, construction engineers, decorators, interior decorators, fabricators, engineers, surveyors, appraisers, mortgagors of commercial complexes and to engage in all types of construction activities incidental or in relation to the project carried on by the Company at railway land leased to the company by RLDA in term of object 1 above.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

# LUCKNOW BUILDWELL PRIVATE LIMITED

**Regd Office:** Plot No 94 N.N.NO., 22/51A/2
Vijay Nagar, Agra Uttar Pradesh- 282004
**CIN:** U68100UP2024PTC209976
**E-Mail:** info@ganpatigroupindia.com
**Contact No:** 9997191100

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**ITEM NO.4 FIXING DAY, DATE, TIME, PALCE FOR THE EXTRA ORDINARY GENERAL MEETING:**

The Board considered the day, date, time and place for holding an Extra-Ordinary General Meeting and following Resolution was passed in this respect.

"**RESOLVED THAT** pursuant to the provisions of section 100 of the Companies Act, 2013 the Extra Ordinary General Meeting of the Company shall be held on Monday, 14th day of October, 2024 at 04:30 P.M. at Plot No 94 N.N.NO., 22/51A/2 Vijay Nagar Agra Uttar Pradesh-282004."

**ITEM NO.5 APPROVAL OF THE NOTICE FOR CALLING EXTRA ORDINARY GENERAL MEETING OF THE COMPANY:**

The Chairman apprised the Board that the Extra-Ordinary General Meeting of the Members of the Company is to be held, and placed before the Board for its approval the draft notice for calling the same along with explanatory statement thereon.

**ITEM NO.6 AUTHORIZATION TO ISSUE NOTICE OF EXTRA-ORDINIARY GENERAL MEETING OF THE COMPANY:**

"**RESOLVED THAT** Any Director of the company be and is hereby authorized to sign and issue such notice to the members of the Company and to do all other necessary acts for the conduction of the Extra-Ordinary General Meeting of the Company."

**ITEM NO.7 AUTHORIZATION OF DIRECTOR AND PROFESSIONAL**

"**RESOLVED THAT** Any Director of the Company be and is hereby authorized to sign and file the Form SH-7 with the Registrar of Companies, Kanpur through portal of Ministry of Corporate Affairs i.e. www.mca.gov.in"

"**FURTHER RESOLVED THAT** Mr. R.C. Sharma, Practicing Company Secretary be and is hereby authorized to verify, certify and file the Form SH-7 and Form MGT-14 with Registrar of Companies, Kanpur on the basis of the documents duly produced or to be produced after the approval of required resolutions by the members of the Company in Extra-Ordinary General Meeting by the Board of Directors of the company in the ordinary course of business."

**//Certified True Copy//**
**For Lucknow Buildwell Private Limited**

**Nikhil Agarwal**
Director
DIN: 00612595

**Anil Agarwal**
Director
DIN: 00612588

LUCKNOW BUILDWELL PRIVATE LIMITED

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

Ganpati
INFRASTRUCTURE
SYNERGY FOR SUCCESS

# RESOLUTION

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF LUCKNOW BUILDWELL PRIVATE LIMITED HELD ON 30TH SEPTEMBER, 2024 AT THE REGISTERED OFFICE OF THE COMPANY**

"**RESOLVED THAT** in the General Meeting of the Board of Directors of *Lucknow Buildwell Private Limited* held on 30th September, 2024 at 01:00 P.M. at the registered office of the Company, the Board hereby authorizes **Mr. Nikhil Agarwal**, S/o Mr. Anil Agarwal, R/o 123, North Vijay Nagar Colony, Agra – 282004, by the order and direction of both the Directors **Mr. Anil Agarwal & Mr. Nikhil Agarwal**, to sign, execute, and enter into the **Lease Agreement with RLDA (Rail Land Development Authority)** for the commercial site situated at **Pocket – F, Vibhuti Khand, Gomti Nagar, Lucknow – 226010**, and to do all such acts, deeds, and things as may be necessary or incidental in this regard."

| | |
|---|---|
| For *Lucknow Buildwell Private Limited* | For Lucknow Buildwell Private Limited |
| For Lucknow Buildwell Private Limited | |
| **ANIL AGARWAL** Director | Director **NIKHIL AGARWAL** |
| **(Director)** | **(Director)** |

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI 11/6/25

LUCKNOW BUILDWELL PRIVATE LIMITED

LUCKNOW BUILDWELL PRIVATE LIMITED
SPC of GANPATI INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (GIDCO)
**Head Office** : Ganpati Square 94, Vijay Nagar Colony, Agra 282004
**Site Office** : Vibhuti Khand Gomti Nagar Lucknow 226010
**Email** : mail@ganpatigroupindia.com | **Website** : www.ganpatigroupindia.com

Ganpati
INFRASTRUCTURE

Date: 22/11/2024

Dy. General Manager
Rail Land Development Authority
5th Floor, Annexe-2 Building, RDSO,
Manak Nagar, Lucknow-226011

**Sub:** Submission of SPC Purpose Documents reg. Grant of lease for Commercial Development of approximately 21215 Sqm of Railway land of Pocket-F in Vibhuti Khand, Gomti Nagar Lucknow for 60 years Lease period.

**Ref:** LOA No. RLDA/2020/Project/Consultancy/Gomti Nagar/2327 dated 18/09/2024

Dear Sir/Madam,

I hope this letter finds you well. I am writing to formally submit the required documents pertaining to Submission of SPC Documents as per clause no. 11.0 & 12.0 of RFP document-III regarding Grant of lease for Commercial Development of approximately 21215 Sqm of Railway land of Pocket-F in Vibhuti Khand, Gomti Nagar Lucknow for 60 years Lease period.

Enclosed with this letter, following documents are being submitted:

1. Memorandum of Association (MOA)
2. Articles of Association (AOA)
3. Ministry of Corporate Affairs
4. Pan, Certificate of corporation, Tan No.
5. INC-20A Commencement of businesses
6. Form No. PAS-3
7. List of Shareholding Subscribers
8. ROC Search Report Signed by Company Secretaries
9. GAR-7
10. Aadhar & Pan of Shareholders

GSTIN Number of SPC is under process with regulatory authorities.
Above documents have been prepared in accordance with the guidelines provided by the RLDA and are submitted for your review.
We have ensured that all the necessary information is included and that the documents are complete.
We appreciate the opportunity to participate in this process and are looking forward to your positive response.

Thank you for your attention to this matter.

Sincerely,

Ganpati Infrastructure Development Company Ltd.

For Ganpati Infrastructure Development Company Limited

Director

LUCKNOW BUILDWELL PRIVATE LIMITED

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

## (THE COMPANIES ACT, 2013)

## (COMPANY LIMITED BY SHARES)

# MEMORANDUM OF ASSOCIATION

# OF

# LUCKNOW BUILDWELL PRIVATE LIMITED

I. The Name of the Company is: - **LUCKNOW BUILDWELL PRIVATE LIMITED.**

II. The Registered Office of the Company will be situated in the **State of Uttar Pradesh.**

III. **(A) THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE: —**

1. To engage in infrastructure development, Real Estate Promoters, Developers & Project Management Association including civil, construction, mechanical, electrical, and all other types erection, commissioning projects, project trading as well as consultant for execution of projects on turnkey basis for equipments of industrial, domestic and other purposes. To carry on the business as builders, consultants, civil engineers, surveyors, designers, town planners, estimators, valuers, interior and exterior decorators, general and government civil contractors of immovable Properties, all types of structural and pilling engineering work, interior designing, land scaping and graphic.

2. To buy, exchange purchase, or otherwise acquire and interest in any immovable property such as houses, building, market, cinema halls, multiplexes, shopping malls, shops, townships, housing projects, industrial sheds & lands within or outside the limits of municipal corporation or such other local bodies and to provide roads, drains, water supply, electricity and lights, within these areas, to divide the same into suitable plots and rent or sell the plots to the people for building, houses, villas, bungalows farmhouse & colonies for workmen according to schemes approved by improvement trusts, development boards and municipal boards there on and to rent or sell the same to the public and realise cost in lump sum or on installments or otherwise to start any housing scheme in India or abroad.

3. To develop Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period. Railway land/air space to be leased to the company by Rail Land Development Authority (RLDA) on design build finance operate and transfer model as laid down in the lease agreement and other documents to be entered into with RLDA and to take all actions as may be required for development of the project and to carry on the business of promoters developers, builders, managers, contractors, subcontractors, planners, designers, construction engineers, decorators, interior decorators, fabricators, engineers, survivors, appraisers, mortgagors of commercial complexes and to engage in all types of construction activities incidental or in relation to the project carried on by the Company at railway land leased to the company by RLDA in term of object 1 above.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

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

1. To purchase and otherwise acquire, own, import, all materials, substances, appliances, machines, containers and such other articles and apparatus and things capable of being used in the main business and to own, lease and otherwise acquire and use facilities of whatever kind as may be convenient or useful or conducive to the effective working of the main objects of the Company.

2. To acquire, build, alter, maintain, enlarge, remove or replace and to work manage and control any buildings, offices, factories, mills, shops, machinery and conveniences which may seem necessary to achieve the main Objects of the company.

3. To carry on and transact every kind of guarantee, corporate guarantee and counter guarantee business and to guarantee the payment/ repayment of loans borrowings of any nature whatsoever granted by any institution and/or any person to any individual firm(s) association of person and money secured by or payable under or in respect of stocks, bonds, debentures, debentures stocks, contracts, mortgages, charges, obligations and securities of any company whomsoever whether incorporated or not.

4. To purchase, take on lease or tenancy or in exchange, hire take options over or otherwise acquire any estate or interest whatsoever and to hold, develop, work concessions, grants, decrees, licenses, privileges, claims, potions, leases, property, real or personal or rights or powers of any kinds which may appear to be necessary for the main objects of the company.

5. To pay for preliminary and pre incorporation expenses of the company.

6. To exchange, mortgages, royalty or tribute grant licenses, easements options and such other rights over and dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares debentures whether fully or partly paid up or securities of any other company having objects whole or in part similar to those of the Company.

7. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full.

8. To advance money, either with or without security and give credit to such persons (including government) and upon such terms and conditions as the Company may deem fit to attain the main objects of the Company provided that the Company shall not carry on banking business within the meaning of Banking Regulation Act, 1949.

9. To undertake financial and commercial obligations, transactions and operations of all kinds, in connection with the main of the company.

10. To guarantee the performance of any contract or obligation and the payment of money or dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered directly or indirectly to further the main objects of the Company.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

BUILDWELL PRIVATE LIMITED LUCKNOW

11. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, stocks, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or of any persons whether incorporated or not incorporated and to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the main objects of the Company.

12. To subscribe for acquire, hold and dispose of shares, share stock, debentures, bonds, debenture-stock, mortgages, obligations securities of any kind issued or guaranteed by any company (body corporate/ undertaking) of whatsoever nature and howsoever constituted and to subscribe for acquire and hold shares, debentures and debenture stocks and debenture-bonds, mortgages, obligations and such other securities issued or guaranteed by any government, trust, municipal, local or such other authority or body of whatever nature, whether in India or elsewhere as may be conducive to the main objects of the Company.

13. Subject to the provisions of section 77 of The Companies Act, 2013, to invest other than investment in Company's own shares, any money of the Company not immediately required in any investments movable or immovable as may be thought proper and to hold, invest in shares or stock as may be necessary for the main objects of the Company.

14. Subject to Sections 58A, 292, 293, 295 and 372A of the Act and Rule and Regulations made here under and the directions issued by Reserve Bank of India to receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit and in particular by the issue of debentures or debenture-stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing on the mortgage, charge or lien upon all or any of the property or assets of the Company (both present of future) including its uncalled capital and also by similar mortgage, change or lien to secure and guarantee the performance by the Company, or any other such person or Company of any obligation undertaken by the Company.

15. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading debentures and other negotiable or transferable instruments or securities.

16. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents patent rights, brevets, inventions trademarks, designs, licenses, protections, and concessions conferring any exclusive or nonexclusive or limited right to their use or other information as to any invention, process or privileges which may seem capable of being used for the

main objects of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use exercise develop or grant licenses or privileges in respect of the property rights and information so acquired.

17. To spend money in experimenting upon and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

18. To do all or any of the main Page 6 of 11 business activities either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through gents, sub-contractors, trustees or otherwise.

19. To acquire and takeover all, or any part of the business property and liabilities of any person, firm or company carrying on or proposing to carry on any business which this Company in authorized to carry on or possess property, suitable for the main objects of the Company.

20. To procure the registration or recognition of the company in or under the laws of any place outside india.

21. To form, incorporate or promote any company or companies whether in India or elsewhere having amongst its or their objects the acquisition of all or any of the assets or controls, management or development of the Company or any other such objects which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its main business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with such promotion or incorporation and to remunerate any person or company in any manner it shall fit for services rendered or to be rendered in or about the promotion of any other such company in which the Company may have any interest.

22. Subject to the provisions of Sections 391 to 394A of the Companies Act, 2013 to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal rights with any person or persons or company or companies carrying Page 7 of 11 on or engaged in the main objects of the Company.

23. To enter into any arrangements and take all necessary or proper steps with government or with other such authorities supreme, national, local municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the main objects of the Company or effecting any modification in the constitution of the Company or for furthering the interests of the members and to oppose any such steps taken by any other such company firm or person which may be considered likely directly or indirectly, to prejudice the interest of the Company or its members, and to assist in the promotion whether directly or indirectly of any legislation which may seem advantageous to the company and to obtain from any such Government Authority and company and charters, contracts, decrees, rights, grants, loans, privileges or concessions which the company may think it desirable to obtain and carry out exercise and comply with any such arrangements, charters, decrees, rights, privileges of concessions.

24. To adopt such means of making known the main objects of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or
interest, by publication of books and periodicals and by granting prizes, rewards and donations.

25. (a) To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise vest any real or personal property, rights or interests acquired by or belonging to the company in any person of Company on behalf of Page 8 of 11 or for the benefit of the company and with or without any declared trust in favour of the Company.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

BUILDWELL PRIVATE LIMITED LUCKNOW

(b) To accept gifts including by way of awards/prizes from Govt. and semi-Govt. bodies and to give gifts and donations to create trust for the welfare of employees, members, directors and/ or their dependents heirs and children and for deserving objects any other persons, also to act as trustees.

26. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or commerce and particularly with the trade, including any association, institution or fund for the interests of masters, owners and employers against loss by bad debt, strike, combustion, fire, accident or otherwise or for the benefit of any employee workman or other at any time employed by the Company or any of its predecessors in business or their families or dependents and whether or not in common with such other persons or classes of persons and in particular of friendly co-operative and such other societies, reading rooms, libraries educational and charitable institutions, dinning and recreation rooms, temples, churches, chapels, school and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose.

27. To give pecuniary otherwise to any association, body or movement having for an object the solution, settlement of industrial or labour problems or troubles or the promotion of industry or trade.

28. To subscribe or guarantee money for any national, Page 9 of 11 charitable benevolent, public, general or useful object of and for exhibition, subject to the provisions of Sections 293, 293A & 293B of the Act.

29. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give, or procure the giving of donations, gratuities, pensions, allowances or emoluments to any person who are or were at any time in the employment or service of the Company or are allied to or associated with the company or with any subsidiary Company or who are or were at any time Directors or Officers of the company as aforesaid and the wives, widows, families and dependents of any such persons and also establish and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other Company as aforesaid and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

30. To do all such other things as may be deemed incidental or conducive to the attainment of the main objects.

IV. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

V. The Authorized Share Capital of the Company is Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only) divided into 41,60,000 (Forty One Lakh Sixty Thousand Only) Equity Shares of Rs. 10/- (Rupees Ten only) each.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

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

| Sl. No | Name Descriptions Address and Occupation of Subscribers | Number of Shares | Signature of Subscriber | Name Address and Occupation of witness to the Subscribers |
|---|---|---|---|---|
| 1 | Nikhil Agarwal<br>S/o Shri Anil Agarwal<br>R/o 123,North Vijay Nagar, Near Airtel Office Agra Uttar Pradesh-282004<br>Occupation-Business | 5 Equity Shares | S/d- | I Hereby Witness to the Subscriber Who have Subscribed and signed in my presence<br>S/d-<br>Ramesh Chandra Sharma (FCS)<br>S/o: Late Shri Murli Dhar Sharmna<br>Add: Mumba Dhaam, Block No. 30, Shop No. 218<br>Opposite Vikas Bhawan Sanjay Place Agra Uttar Pradesh-282002<br>(Company Secretary in Practice)<br>(M.No.5524, C.P. No. 7957) |
| 2 | Anil Agarwal S/o Sri Nath Agarwal R/o 123, North Vijay Nagar Colony Agra Uttar Pradesh-282004<br>Occupation-Business | 5 Equity Shares | S/d- | |
| 3 | Ganpati Infrastructure Development Company Limited Regd. Office- Ganpati Square Plot No. 94 N.N., No. 22/51A/2 Old Vijay Nagar, Agra,Uttar Pradesh- 282004<br>Authorised Signatory (Rahul Singhal)<br>Occupation-Business | 9990 Equity Shares | S/d- | |
| | Total | 10000 Equity Shares | | |

Date: 30/09/2024

Place: Agra

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

PRIVATE LIMITED LUCKNOW BUILDWELL

Form No. INC-33

**e-MOA (e-Memorandum of Association)**

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)]

Form language

(•) English ( ) Hindi

*Refer instruction kit for filing the form.*

*All fields marked in * are mandatory*

* Table applicable to company as notified under schedule I of the Companies Act, 2013: A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

*(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES*
*B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL*
*C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL*
*D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL*
*E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)*

Table A/B/C/D/E

1 The name of the company is: LUCKNOW BUILDWELL PRIVATE LIMITED

2 The registered office of the company will be situated in the State of: Uttar Pradesh

3 (a) The objects to be pursued by the company on its incorporation are:

1.To engage in infrastructure development, Real Estate Promoters, Developers & Project Management Association including civil, construction, mechanical, electrical, and all other types erection, commissioning projects, project trading as well as consultant for execution of projects on turnkey basis for equipments of industrial, domestic and other purposes. To carry on the business as builders, consultants, civil engineers, surveyors, designers, town planners, estimators, valuers, interior and exterior decorators, general and government civil contractors of immovable Properties, all types of structural and pilling engineering work, interior designing, land scaping and graphic.2.To buy, exchange purchase, or otherwise acquire and interest in any immovable property such as houses, building, market, cinema halls, multiplexes, shopping malls, shops, townships, housing projects, industrial sheds & lands within or outside the limits of municipal corporation or such other local bodies and to provide roads, drains, water supply, electricity and lights, within these areas, to divide the same into suitable plots and rent or sell the plots to the people for building, houses, villas, bungalows farmhouse & colonies for workmen according to schemes approved by improvement trusts, development boards and municipal boards



RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

there on and to rent or sell the same to the public and realise cost in lump sum or on installments or otherwise to start any housing scheme in India or abroad. 3.To develop Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period. Railway land/air space to be leased to the company by Rail Land Development Authority (RLDA) on design build finance operate and transfer model as laid down in the lease agreement and other documents to be entered into with RLDA and to take all actions as may be required for development of the project and to carry on the business of promoters developers, builders, managers, contractors, subcontractors, planners, designers, construction engineers, decorators, interior decorators, fabricators, engineers, survivors, appraisers, mortgagors of commercial complexes and to engage in all types of construction activities incidental or in relation to the project carried on by the Company at railway land leased to the company by RLDA in term of object 1 above.

1. To purchase and otherwise acquire, own, import, all materials, substances, appliances, machines, containers and such other articles and apparatus and things capable of being used in the main business and to own, lease and otherwise acquire and use facilities of whatever kind as may be convenient or useful or conducive to the effective working of the main objects of the Company.2. To acquire, build, alter, maintain, enlarge, remove or replace and to work manage and control any buildings, offices, factories, mills, shops, machinery and conveniences which may seem necessary to achieve the main Objects of the company.3. To carry on and transact every kind of guarantee, corporate guarantee and counter guarantee business and to guarantee the payment/ repayment of loans borrowings of any nature whatsoever granted by any institution and/or any person to any individual firm(s) association of person and money secured by or payable under or in respect of stocks, bonds, debentures, debentures stocks, contracts, mortgages, charges, obligations and securities of any company whomsoever whetherincorporated or not. 4. To purchase, take on lease or tenancy or in exchange, hire take options over or otherwise acquire any estate or interest whatsoever and to hold, develop, work concessions, grants, decrees, licenses, privileges, claims, potions, leases, property, real or personal or rights or powers of any kinds which may appear to be necessary for the main objects of the company.5. To pay for preliminary and pre incorporation expenses of the company.6. To exchange, mortgages, royalty or tribute grant licenses, easements options and such other rights over and dispose of the whole or any part of the undertaking, property, assets, rights and effects of

11/1/15

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

the Company for such consideration as may be thought fit and in particular for stocks, shares debentures whether fully or partly paid up or securities of any other company having objects whole or in part similar to those of the Company. 7. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full. 8. To advance money, either with or without security and give credit to such persons (including government) and upon such terms and conditions as the Company may deem fit to attain the main objects of the Company provided that the Company shall not carry on banking business within the meaning of Banking Regulation Act, 1949.9. To undertake financial and commercial obligations, transactions and operations of all kinds, in connection with the main of the company.10. To guarantee the performance of any contract or obligation and the payment of money or dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered directly or indirectly to further the main objects of the Company.11. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, stocks, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or of any persons whether incorporated or not incorporated and to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the main objects of the Company.12. To subscribe for acquire, hold and dispose of shares, share stock, debentures, bonds, debenture-stock, mortgages, obligations securities of any kind issued or guaranteed by any company (body corporate/ undertaking) of whatsoever nature and howsoever constituted and to subscribe for acquire and hold shares, debentures and debenture stocks and debenture-bonds, mortgages, obligations and such other securities issued or guaranteed by any government, trust, municipal, local or such other authority or body of whatever nature, whether in India or elsewhere as may be conducive to the main objects of the Company.13. Subject to the provisions of section 77 of The Companies Act, 2013, to invest other than investment in Company's own shares, any money of the Company not immediately required in any investments movable or immovable as may be thought proper and to hold, invest in shares or stock as may be necessary for the main objects of the Company.14. Subject to Sections 58A, 292, 293, 295 and 372A of the Act and Rule and Regulations made here under and the directions issued by Reserve Bank of India to receive money on deposit



RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are

or loan and borrow or raise money in such manner as the company shall think fit and in particular by the issue of debentures or debenture-stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing on the mortgage, charge or lien upon all or any of the property or assets of the Company (both present of future) including its uncalled capital and also by similar mortgage, change or lien to secure and guarantee the performance by the Company, or any other such person or Company of any obligation undertaken by the Company.15. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading debentures and other negotiable or transferable instruments or securities. 16. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents patent rights, brevets, inventions trademarks, designs, licenses, protections, and concessions conferring any exclusive or nonexclusive or limited right to their use or other information as to any invention, process or privileges which may seem capable of being used for the main objects of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use exercise develop or grant licenses or privileges in respect of the property rights and information so acquired.17. To spend money in experimenting upon and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.18. To do all or any of the main Page 6 of 11 business activities either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through gents, sub-contractors, trustees or otherwise.19. To acquire and takeover all, or any part of the business property and liabilities of any person, firm or company carrying on or proposing to carry on any business which this Company in authorized to carry on or possess property, suitable for the main objects of the Company.20. To procure the registration or recognition of the company in or under the laws of any place outside india.21. To form, incorporate or promote any company or companies whether in India or elsewhere having amongst its or their objects the acquisition of all or any of the assets or controls, management or development of the Company or any other such objects which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its main business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with such promotion or incorporation and to remunerate any person or company in any manner it shall fit



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for services rendered or to be rendered in or about the promotion of any other such company in which the Company may have any interest.22. Subject to the provisions of Sections 391 to 394A of the Companies Act, 2013 to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal rights with any person or persons or company or companies carrying Page 7 of 11 on or engaged in the main objects of the Company.23. To enter into any arrangements and take all necessary or proper steps with government or with other such authorities supreme, national, local municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the main objects of the Company or effecting any modification in the constitution of the Company or for furthering the interests of the members and to oppose any such steps taken by any other such company firm or person which may be considered likely directly or indirectly, to prejudice the interest of the Company or its members, and to assist in the promotion whether directly or indirectly of any legislation which may seem advantageous to the company and to obtain from any such Government Authority and company and charters, contracts, decrees, rights, grants, loans, privileges or concessions which the company may think it desirable to obtain and carry out exercise and comply with any such arrangements, charters, decrees, rights, privileges of concessions.24. To adopt such means of making known the main objects of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations. 25. (a) To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise vest any real or personal property, rights or interests acquired by or belonging to the company in any person of Company on behalf of Page 8 of 11 or for the benefit of the company and with or without any declared trust in favour of the Company. (b) To accept gifts including by way of awards/prizes from Govt. and semi-Govt. bodies and to give gifts and donations to create trust for the welfare of employees, members, directors and/ or their dependents heirs and children and for deserving objects any other persons, also to act as trustees.26. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or commerce and particularly with the trade, including any association, institution or fund for the interests of masters, owners and employers against loss by bad debt, strike, combustion, fire, accident or otherwise or for the benefit of any employee workman or other at any time employed by the Company or any of its predecessors in business or their families or dependents and whether or not in common with such other persons or classes of persons and in particular of friendly co-operative and such other societies, reading rooms, libraries educational and charitable institutions, dinning and recreation rooms, temples, churches, chapels, school and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose.27. To give pecuniary otherwise to any association, body or movement having for an object the solution, settlement of industrial or labour problems or troubles or the promotion of industry or trade.28. To subscribe or guarantee money for any national, Page 9 of 11 charitable benevolent, public, general or useful object of and for exhibition, subject to the provisions of Sections 293, 293A & 293B of the Act. 29. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give, or procure the giving of donations, gratuities, pensions, allowances or emoluments to any person who are or were at any time in the employment or service of the Company or are allied to or associated with the company or with any subsidiary Company or who are or were at any time Directors or Officers of the company as aforesaid and the wives, widows, families and dependents of any such persons and also establish and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other Company as aforesaid and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.30. To do all such other things as may be deemed incidental or conducive to the attainment of the main objects.

4 The liability of the member(s) is limited, and this liability is limited to the amount unpaid if any, on the shares held by them.

5 Every member of the company undertakes to contribute:

(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding * [ ] rupees.

(iii) The share capital of the company is [41600000] rupees, divided into

11/6/20

NEW DELHI RAIL LAND DEVELOPMENT AUTHORITY

LUCKNOW BUILDWELL PRIVATE LIMITED

| | | | | | | |
|---|---|---|---|---|---|---|
| 4160000 | Equity Share | Shares of | 10 | Rupees each | | |

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LUCKNOW BUILDWELL PRIVATE LIMITED

**Attachments**

| | |
|---|---|
| First Subscriber (s) sheet | Subscrober Sheet.pdf |

**Declaration**

Pursuant to resolution no. 07 dated, 09/10/2024 I, on the behalf of Board of Directors, declare that following amendments have been adopted in Memorandum of Association:

The Authorized Share Capital of the Company is Rs. 4,16,00,000/- (Rupees Four Crore Sixteen Lakh Only) divided into 41,60,000 (Forty One Lakh Sixty Thousand Only) Equity Shares of Rs. 10/- (Rupees Ten only) each.

**To be digitally signed by**

| | |
|---|---|
| Name | NIKHIL AGARWAL |
| Designation | Director |
| DIN | 00612595 |
| DSC | NIKHIL AGARWAL |

11/1/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

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**Form No. INC-34**

**e-AOA (e-Articles of Association)**

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]

*Refer instruction kit for filing the form*

*All fields marked in * are mandatory*

Form language

(•) English ( ) Hindi

Table applicable to company as notified under schedule I of the Companies Act, 2013 *(F, G, H)*: F

Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to
*(F – a company limited by shares*
*G– a company limited by guarantee and having a share capital*
*H – a company limited by guarantee and not having share capital)*: F - A COMPANY LIMITED BY SHARES

The name of the company is: LUCKNOW BUILDWELL PRIVATE LIMITED

| Check if not applicable | Check if altered | Article No. | Description |
|---|---|---|---|
| | | | ***Interpretation*** |
| ☐ | ☑ | I | • 1) In these regulations -(a) Company means LUCKNOW BUILDWELL PRIVATE LIMITED (b) Office means the Registered Office of the Company.(c) Act means the Companies Act 2013 and any statutory modification thereof.(d) Seal means the common seal of thecompany. (e) Directors means the Directors of the Company and includes persons occupying the positionof the Directors by whatever names called.(2) Unless the context otherwise requires words or expressionscontained in these regulations shall bear the same meaning as in the Act or any statutory modificationthereof in force at the date at which these regulations be come binding on the company.PRIVATE COMPANY 3. The Company is a Private Company within the meaning of Section 2(68) of the Companies Act 2013 and accordingly-(i) restricts the right to transfer its shares(ii) limits the number of its members to two hundred Provide that where two or more persons hold one or more sharesin a company jointly they shall for the purposes of this clause be treated as a single member Provided further that-(a) persons who are in the employment of the company and(b) persons who having been formerly in the employment of the company were members of the company while in the employment and have continued tobe members after the employment ceased shall not be included in the number of members and(iii) Prohibits anyinvitation to the public to subscribe for any securities ofthe company. |
| | | | ***Share Capital and Variation of rights*** |
| ☐ | ☐ | II 1 | • Subject to the provisions of the Act and these Articles the shares in the capital of the company shall be under the control of the Directors who may issue allot or otherwise dispose of the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit. |

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| ☐ ☐ | 2 | • Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided one certificate for all his shares without payment of any charges or several certificateseach for one or more of his sharesupon payment of twenty rupees for each certificate after the first. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid - up thereon. In respect of any share or shares held jointly by several persons the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders |
| ☐ ☐ | 3 | • If any share certificate be worn out defaced mutilated or torn or if there be no further space on the back for endorsement of transfer then upon production and surrender thereof to the company a new certificate may be issued in lieu thereof and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. The provisions of Articles(2) and(3) shall mutatis mutandis apply to debentures of the company. |
| ☐ ☐ | 4 | • Except as required by law no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. |
| ☐ ☐ | 5 | • The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other. |
| ☐ ☐ | 6 | • If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of section 48 and whether or not the company is being wound up be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting the provisions of these regulations relating to general meetings shall |



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| | | | mutatis mutandis apply but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question. |
| ☐ | ☐ | 7 | • The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking pari passu therewith. |
| ☐ | ☐ | 8 | • Subject to the provisions of section 55 any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine. |
| | | | *Lien* |
| ☐ | ☐ | 9 | • The company shall have a first and paramount lienon every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and on all shares (not being fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the companyProvided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The companys lien if any on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares. |
| ☐ | ☐ | 10 | • The company may sell in such manner as the Board thinks fit any shares on which the company has a lienProvided that no sale shall be madea unless a sum in respect of which the lien exists is presently payable or b until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency. |
| ☐ | ☐ | 11 | • To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof The purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. |
| ☐ | ☐ | 12 | • The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue if any shall subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to the person entitled to the shares at the date of the sale. |
| | | | *Calls on shares* |
| ☐ | ☐ | | • The Board may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the |



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| | | 13 | shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed timesProvided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. Each member shall subject to receiving at least fourteen days notice specifying the time or times and place of payment pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed at the discretion of the Board. |
| ☐ | ☐ | 14 | • A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments. |
| ☐ | ☐ | 15 | • The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. |
| ☐ | ☐ | 16 | • If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate if any as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part. |
| ☐ | ☐ | 17 | • Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum all the relevant provisions of these regulations as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. |
| ☐ | ☐ | 18 | • The Board - a. may if it thinks fit receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him andb. upon all or any of the monies so advanced may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding unless the company in general meeting shall otherwise direct twelve per cent per annum as may be agreed upon between the Board and the member paying the sum in advance. |
| | | | ***Transfer of shares*** |
| ☐ | ☐ | 19 | • The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. |
| ☐ | ☐ | 20 | • The Board may subject to the right of appeal conferred by section 58 decline to register the transfer of a share not being a fully paid share to a person of whom they do not approve or any transfer of shares on which the company has a lien. |

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| ☐ | ☐ | 21 | • The Board may decline to recognise any instrument of transfer unlessa. the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56b. the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer andc. the instrument of transfer is in respect of only one class of shares. |
| ☐ | ☐ | 22 | • On giving not less than seven days previous notice in accordance with section 91 and rules made thereunder the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determineProvided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year. |
| | | | ***Transmission of shares*** |
| ☐ | ☐ | 23 | • On the death of a member the survivor or survivors where the member was a joint holder and his nominee or nominees or legal representatives where he was a sole holder shall be the only persons recognised by the company as having any title to his interest in the shares Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. |
| ☐ | ☐ | 24 | • Any person becoming entitled to a share in consequence of the death or insolvency of a member may upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect either to be registered himself as holder of the share or to make such transfer of the share as the deceased or insolvent member could have made. The Board shall in either case have the same right to decline or suspend registration as it would have had if the deceased or insolvent member had transferred the share before his death or insolvency. |
| ☐ | ☐ | 25 | • If the person so becoming entitled shall elect to be registered as holder of the share himself he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the share he shall testify his election by executing a transfer of the share. All the limitations restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member. |
| ☐ | ☐ | 26 | • A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company Provided that the Board may at any time give notice requiring any such |

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| | | | person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with. |
| ☐ | ☐ | 27 | • In case of a One Person Company on the death of the sole member the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the members death shall be informed of such event by the Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable on becoming member such nominee shall nominate any other person with the prior written consent of such person who shall in the event of the death of the member become the member of the company. |
| | | | ***Forfeiture of shares*** |
| ☐ | ☐ | 28 | • If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Board may at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued. |
| ☐ | ☐ | 29 | • The notice aforesaid shall name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made and state that in the event of non-payment on or before the day so named the shares in respect of which the call was made shall be liable to be forfeited. |
| ☐ | ☐ | 30 | • If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Board to that effect. |
| ☐ | ☐ | 31 | • A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.At any time before a sale or disposal as aforesaid the Board may cancel the forfeiture on such terms as it thinks fit. |
| ☐ | ☐ | 32 | • A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding the forfeiture remain liable to pay to the company all monies which at the date of forfeiture were presently payable by him to the company in respect of the shares. The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares. |
| ☐ | ☐ | | • A duly verified declaration in writing that the declarant is a director the manager or the secretary of the company and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share The |



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| | | 33 | company may receive the consideration if any given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of The transferee shall thereupon be registered as the holder of the share and The transferee shall not be bound to see to the application of the purchase money if any nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposal of the share. |
| ☐ | ☐ | 34 | • The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified. |
| | | | ***Alteration of capital*** |
| ☐ | ☐ | 35 | • The company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution. |
| ☐ | ☐ | 36 | • Subject to the provisions of section 61 the company may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger amount than its existing shares convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denomination sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person. |
| ☐ | ☐ | 37 | • Where shares are converted into stock the holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit Provided that the Board may from time to time fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose. the holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the companyand other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing in shares have conferred that privilege or advantage. such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words share and shareholder in those regulations shall include stock and stock-holder respectively. |
| ☐ | ☐ | 38 | • The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law it share capital any capital |

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| | | | redemption reserve account or any share premium account. |
| | | | ***Capitalisation of profits*** |
| ☐ | ☐ | 39 | • The company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the companys reserve accounts or to the credit of the profit and loss accountor otherwise available for distribution and that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions. The sum aforesaid shall not be paid in cash but shall be applied subject to the provision contained in clause (iii) either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively paying up in full unissued shares of the company to be allotted and distributed credited as fully paid-up to and amongst such members in the proportions aforesaid partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B) A securities premium account and a capital redemption reserve account may for the purposes of this regulation be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares The Board shall give effect to the resolution passed by the company in pursuance of this regulation. |
| ☐ | ☐ | 40 | • Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares if any and generally do all acts and things required to give effect thereto. The Board shall have power to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares becoming distributable in fractions and to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively credited as fully paid-up of any further shares to which they may be entitled upon such capitalisation or as the case may require for the payment by the company on their behalf by the application thereto of their respective proportions of profits resolved to be capitalised of the amount or any part of the amounts remaining unpaid on their existing shares Any agreement made under such authority shall be effective and binding on such members |
| | | | ***Buy-back of shares*** |
| ☐ | ☐ | 41 | • Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force the company may purchase its own shares or other specified securities. |
| | | | ***General meetings*** |
| ☐ | ☐ | 42 | • All general meetings other than annual general meeting shall be called extraordinary general meeting. |

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| ☐ | ☐ | 43 | • The Board may whenever it thinks fit call an extraordinary general meeting. If at any time directors capable of acting who are sufficient in number to form a quorum are not within India any director or any two members of the company may call an extraordinary general meeting in the same manner as nearly as possible as that in which such a meeting may be called by the Board. |
| | | | ***Proceedings at general meetings*** |
| ☐ | ☐ | 44 | • No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided herein the quorum for the general meetings shall be as provided in section 103. |
| ☐ | ☐ | 45 | • The chairperson if any of the Board shall preside as Chairperson at every general meeting of the company. |
| ☐ | ☐ | 46 | • If there is no such Chairperson or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting the directors present shall elect one of their members to be Chairperson of the meeting. |
| ☐ | ☐ | 47 | • If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their members to be Chairperson of the meeting. |
| ☐ | ☐ | 48 | • In case of a One Person Company the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section 118 such minutes book shall be signed and dated by the member the resolution shall become effective from the date of signing such minutes by the sole member. |
| | | | ***Adjournment of meeting*** |
| ☐ | ☐ | 49 | • The Chairperson may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid and as provided in section 103 of the Act it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. |
| | | | ***Voting rights*** |
| ☐ | ☐ | 50 | • Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company. |
| ☐ | ☐ | 51 | • A member may exercise his vote at a meeting by electronic means in accordance with section 108 and |

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

| | | | |
|---|---|---|---|
| | | | shall vote only once. |
| ☐ | ☐ | 52 | • In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders.For this purpose seniority shall be determined by the order in which the names stand in the register of members. |
| ☐ | ☐ | 53 | • A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may on a poll vote by proxy. |
| ☐ | ☐ | 54 | • Any business other than that upon which a poll has been demanded maybe proceeded with pending the taking of the poll. |
| ☐ | ☐ | 55 | • No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid |
| ☐ | ☐ | 56 | • No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive. |
| | | | *Proxy* |
| ☐ | ☐ | 57 | • The instrument appointing a proxy and the power-of-attorney or other authority if any under which it is signed or a notarised copy of that power or authority shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid. |
| ☐ | ☐ | 58 | • An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105 |
| ☐ | ☐ | 59 | • A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is givenProvided that no intimation in writing of such death insanity revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used. |
| | | | ***Board of Directors*** |
| ☐ | ☑ | 60 | • The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.The following shall be the First Directors of the Company.1. ANIL AGARWAL2. NIKHIL AGARWAL |



RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

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|---|---|---|---|
| ☐ | ☐ | 61 | • The remuneration of the directors shall in so far as it consists of a monthly payment be deemed to accrue from day-to-day. In addition to the remuneration payable to them in pursuance of the Act the directors may be paid all travelling hotel and other expenses properly incurred by them in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company or in connection with the business of the company. |
| ☐ | ☐ | 62 | • The Board may pay all expenses incurred in getting up and registering the company. |
| ☐ | ☐ | 63 | • The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register. |
| ☐ | ☐ | 64 | • All cheques promissory notes drafts hundis bills of exchange and other negotiable instruments and all receipts for monies paid to the company shall be signed drawn accepted endorsed or otherwise executed as the case may be by such person and in such manner as the Board shall from time to time by resolution determine |
| ☐ | ☐ | 65 | • Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose. |
| ☐ | ☐ | 66 | • Subject to the provisions of section 149 the Board shall have power at any time and from time to time to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act. |
| | | | ***Proceedings of the Board*** |
| ☐ | ☐ | 67 | • The Board of Directors may meet for the conduct of business adjourn and otherwise regulate its meetings as it thinks fit. A director may and the manager or secretary on the requisition of a director shall at any time summon a meeting of the Board. |
| ☐ | ☐ | 68 | • Save as otherwise expressly provided in the Act questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes the Chairperson of the Board if any shall have a second or casting vote. |
| ☐ | ☐ | 69 | • The continuing directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum or of summoning a general meeting of the company but for no other purpose. |
| ☐ | ☐ | | • The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. If no such Chairperson is elected or if at any meeting the |



RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

| | | | |
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| | | 70 | Chairperson is not present within five minutes after the time appointed for holding the meeting the directors present may choose one of their number to be Chairperson of the meeting. |
| ☐ | ☐ | 71 | • The Board may subject to the provisions of the Act delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board. |
| ☐ | ☐ | 72 | • A committee may elect a Chairperson of its meetings. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the memberspresent may choose one of their members to be Chairperson of the meeting. |
| ☐ | ☐ | 73 | • A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in case of an equality of votes the Chairperson shall have a second or casting vote. |
| ☐ | ☐ | 74 | • All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if every such director or such person had been duly appointed and was qualified to be a director. |
| ☐ | ☐ | 75 | • Save as otherwise expressly provided in the Act a resolution in writing signed by all the members of the Board or of a committee thereof for the time being entitled to receive notice of a meeting of the Board or committee shall be valid and effective as if it had been passed at a meeting of the Board or committee duly convened and held. |
| ☐ | ☐ | 76 | • In case of a One Person Company where the company is having only one director all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118 such minutes book shall be signed and dated by the director the resolution shall become effective from the date of signing such minutes by the director. |
| | | | ***Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer*** |
| ☐ | ☐ | 77 | • Subject to the provisions of the Act A chief executive officer manager company secretary or chief financial officer may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and any chief executive officer manager company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board A director may be appointed as chief executive officer manager company secretary or chief financial officer |
| ☐ | ☐ | | • A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and |

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

| | | | |
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| | | 78 | chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as or in place of chief executive officer manager company secretary or chief financial officer. |
| | | | ***The Seal*** |
| ☐ | ☐ | 79 | • The Board shall provide for the safe custody of the seal. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence. |
| | | | ***Dividends and Reserve*** |
| ☐ | ☐ | 80 | • The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board. |
| ☐ | ☐ | 81 | • Subject to the provisions of section 123 the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company. |
| ☐ | ☐ | 82 | • The Board may before recommending any dividend set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall at the discretion of the Board be applicable for any purpose to which the profits of the company may be properly applied including provision for meeting contingencies or for equalizing dividends and pending such application may at the like discretion either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may from time to time thinks fit. The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve |
| ☐ | ☐ | 83 | • Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly. |
| ☐ | ☐ | 84 | • The Board may deduct from any dividend payable to any member all sums of money if any presently payable by him to the company on account of calls or otherwise in relation to the shares of the company. |

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

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| ☐ | ☐ | 85 | • Any dividend interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. |
| ☐ | ☐ | 86 | • Any one of two or more joint holders of a share may give effective receipts for any dividends bonuses or other monies payable in respect of such share. |
| ☐ | ☐ | 87 | • Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act. |
| ☐ | ☐ | 88 | • No dividend shall bear interest against the company. |
| | | | ***Accounts*** |
| ☐ | ☐ | 89 | • The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors. No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting. |
| | | | ***Winding up*** |
| ☐ | ☐ | 90 | • Subject to the provisions of Chapter XX of the Act and rules made thereunder If the company shall be wound up the liquidator may with the sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie or kind the whole or any part of the assets of the company whether they shall consist of property of the same kind or not. For the purpose aforesaid the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary but so that no member shall be compelled to accept any shares or other securities whereon there is any liability. |
| | | | ***Indemnity*** |
| ☐ | ☐ | 91 | • Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal. |
| | | | ***Others*** |
| ☐ | ☐ | 92 | • |

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

PRIVATE LIMITED LUCKNOW BUILDWELL

**Subscriber Details**

| S. No. | Subscriber Details | | | | |
|---|---|---|---|---|---|
| | *Name, Address, Description and Occupation | DIN / PAN / Passport number | *Place | DSC | Dated |
| 1 | Ganpati Infrastructure Development Company Limited Regd. Office- Ganpati Square Plot No. 94 N.N., No. 22/51 A/2 Old Vijay Nagar, Agra,Uttar Pradesh- 282004 Authorised Signatory Rahul Singhal Occupation-Business | 1*5*1*9* | Agra | RAHUL SINGHAL | 30/09/2024 |
| 2 | Nikhil Agarwal S/o Shri Anil Agarwal R/o 123,North Vijay Nagar,Near Airtel Office Agra Uttar Pradesh-282004 Occupation-Business | 0*6*2*9* | Agra | NIKHIL AGARWAL | 30/09/2024 |
| 3 | Anil Agarwal S/o Sri Nath Agarwal R/o 123, North Vijay Nagar Colony Agra Uttar Pradesh-282004 Occupation-Business | 0*6*2*8* | Agra | ANIL AGARWAL | 30/09/2024 |

| Signed before me | | | | | | |
|---|---|---|---|---|---|---|
| Name Prefix *(ACA/FCA/ACS/ FCS/ACMA/ FCMA)* | *Name of the witness | *Address, Description and Occupation | *DIN / PAN / Passport number / Membership | *Place | DSC | Dated |
| FCS | Ramesh Chandra Sharma | Mumba Dhaam Block No. 30, Shop No. 218 Opposite Vikas Bhawan Sanjay Place Agra-282002 Uttar Pradesh Occupation- Professional | 5*2* | Agra | RAMESH CHANDRA SHARMA | 30/09/2024 |

LIMITED * LUCKNOW JUNCTION PRIVATE LIMITED

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

# Ministry Of Corporate Affairs

**Date : 18-11-2024 3:53:53 pm**

**Company Information**

| | |
|---|---|
| **CIN** | U68100UP2024PTC209976 |
| **Company Name** | LUCKNOW BUILDWELL PRIVATE LIMITED |
| **ROC Name** | ROC Kanpur |
| **Registration Number** | 209976 |
| **Date of Incorporation** | 30/09/2024 |
| **Email Id** | info@ganpatigroupindia.com |
| **Registered Address** | PLOT NO 94 N.N.NO., 22/51A/2 VIJAY NAGAR, Agra, Agra, Agra, Uttar Pradesh, India, 282003 |
| **Address at which the books of account are to be maintained** | - |
| **Listed in Stock Exchange(s) (Y/N)** | No |
| **Category of Company** | Company limited by shares |
| **Subcategory of the Company** | Non-government company |
| **Class of Company** | Private |
| **ACTIVE compliance** | - |
| **Authorised Capital (Rs)** | 4,16,00,000 |
| **Paid up Capital (Rs)** | 4,16,00,000 |
| **Date of last AGM** | - |
| **Date of Balance Sheet** | - |
| **Company Status** | Active |

| **Jurisdiction** | |
|---|---|
| **ROC (name and office)** | ROC Kanpur |
| **RD (name and Region)** | RD, Northern Region |

## Index of Charges

No Records Found

## Director/Signatory Details

| Sr. No | DIN/PAN | Name | Designation | Date of Appointment | Cessation Date | Signatory |
|---|---|---|---|---|---|---|
| 1 | 00612595 | NIKHIL AGARWAL | Director | 30/09/2024 | - | Yes |
| | 00612598 | ANIL AGARWAL | Director | 30/09/2024 | - | Yes |

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAFCL9938C

नाम / Name
LUCKNOW BUILDWELL PRIVATE LIMITED

निगमन / गठन की तारीख
Date of Incorporation/Formation
30/09/2024

LUCKNOW BUILDWELL PRIVATE LIMITED

11/1/25

RAIL LAND DEVELOPMENT AUTHORITY
NEW DELHI

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**GOVERNMENT OF INDIA**
**MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

**Certificate of Incorporation**

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

I hereby certify that LUCKNOW BUILDWELL PRIVATE LIMITED is incorporated on this THIRTY day of SEPTEMBER TWO THOUSAND TWENTY FOUR under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U68100UP2024PTC209976**

The Permanent Account Number (PAN) of the company is **AAFCL9938C***

The Tax Deduction and Collection Account Number (TAN) of the company is **AGRL11005B***

Given under my hand at Manesar this THIRTY day of SEPTEMBER TWO THOUSAND TWENTY FOUR

Signature Not Verified
Digitally signed by
DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 1
Date: 2024.09.30 17:12:28 IST

Balagangatharan Ramesh

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

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

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

LUCKNOW BUILDWELL PRIVATE LIMITED

PLOT NO 94 N.N.NO., 22/51A/2 VIJAY NAGAR, Agra, Agra, Agra- 282003, Uttar Pradesh

*as issued by Income tax Department

RAIL LAND DEVELOPMENT AUTHORITY ★ NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED ★

## Form No. INC-20A

Form language

(•) English ( ) Hindi

**Declaration for commencement of business**

[Pursuant to Section 10A(1)(a) of the Companies Act, 2013 and Rule 23A of the Companies (Incorporation) Rules, 2014]

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*Refer instruction kit for filling the form*

*All fields marked in * are mandatory*

**Company Information**

| | |
|---|---|
| 1*Corporate Identity Number (CIN) | U68100UP2024PTC209976 |
| 2 (a) *Name of the Company | LUCKNOW BUILDWELL PRIVATE LIMITED |
| (b) *Registered office address | PLOT NO 94 N.N.NO.,22/51A/2 VIJAY NAGAR,Agra,Agra,Agra,Uttar Pradesh,India,282003. |
| (c) *email id | *****ganpatigroupindia.com |
| (d) *Longitude | 78.1791 |
| (e) *Latitude | 27.2118 |

3 *Whether the company's activities is/are regulated by a Sectoral Regulator like RBI, SEBI, IRDAI etc ( ) Yes (•) No

| | |
|---|---|
| (a) If Yes, specify Name of the regulator(*IRDA/RBI/SEBI/MCA/Others)* | |
| (b) If Others, please specify | |
| (c) Letter number/registration number/approval issued under section 406 | |
| (d) Date of approval/registration of regulatory body as the case may be | |

**4 Details of subscriber payment for value of shares**

| | |
|---|---|
| (a) *Number of Shareholders for which company wish to report | 3 |

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

| S.no | Name of shareholder | Name of the bank with IFSC code in which amount of subscription money is received for shares subscribed during incorporation | Account number | Date of receipt | Amount of receipt |
|---|---|---|---|---|---|
| (a) | (b) | (c) | (d) | (e) | (f) |
| 1 | Nikhil Agarwal | PUNJAB NATIONAL BANK- 0165600 | 1656002100031304 | 08/10/2024 | 50 |
| 2 | Anil Agarwal | PUNJAB NATIONAL BANK- 0165600 | 1656002100031304 | 08/10/2024 | 50 |
| 3 | Ganpati Infrastructure Development Company Limited | PUNJAB NATIONAL BANK- 0165600 | 1656002100031304 | 08/10/2024 | 99900 |

**Attachments**

(a) *Photograph of Registered Office showing external building and inside office also showing therein at least one Director/ KMP — PHOTOGRAPH.pdf

(b) Certificate of Registration issued by the RBI (Only in case of Non-Banking Financial Companies) /from other regulator — MAX 2MB

(c) Notification declaration as a Nidhi Company — MAX 2MB

(d) Optional attachment(s) - if any — BANK STATEMENT.pdf

**Declaration**

I am authorised by the Board of Directors of the Company vide resolution no * 03 dated* 09/10/2024 to sign this form and declare that all the requirements of the Companies Act 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental there to have been complied with.

I further declare that:

1 Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the company

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

2 All the required attachments have been completely and legibly attached to this form.

3 Every subscriber to the MOA has paid the value for shares agreed to be taken by him.

4 The company has filed with the registrar a verification of its registered office as provided in subsection (2) of section 12.

***To be digitally signed by**

*Director

*Director identification number of the director ******95

**Certificate by Practicing Professional**

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and Rules thereunder relevant to this form and I have verified the above particulars (including attachment(s)) from the original records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed

- ( ) Chartered accountant (in whole-time practice) or
- ( ) Cost accountant (in whole-time practice) or
- (•) Company secretary (in whole-time practice)

*Whether associate or fellow:

( ) Associate (•) Fellow

***To be digitally signed by**

*Membership number

*Certificate of practice number 7957

**Note: : Attention is drawn to provisions of Section 448 and 449 of the Companies Act, 2013 which provide for punishment for false statement/ certificate and punishment for false evidence respectively.**

**This eForm has been taken on file maintained by the register of companies through electronic mode and on the basis of statement of correctness given by the Director and professional.**

***For Office use only***

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

| | |
|---|---|
| eForm Service request number (SRN) | AB1773696 |
| eForm filing date (DD/MM/YYYY) | 07/11/2024 |

RAIL LAND DEVELOPMENT AUTHORITY
NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

# Form No. PAS-3

Form language

(•) English ( ) Hindi

**Return of Allotment**

[Pursuant to section 39(4) and 42 (9) of the Companies Act, 2013 and rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules,2014

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*Refer instruction kit for filing the form*

*All fields marked in * are mandatory.*

**1.Company Information**

| | |
|---|---|
| (a) *Corporate Identity Number (CIN) | U68100UP2024PTC209976 |
| (b) *Name of the company | LUCKNOW BUILDWELL PRIVATE LIMITED |
| (c) *Address of the Registered Office of the company | PLOT NO 94 N.N.NO.,22/51A/2 VIJAY NAGAR,Agra,Agra,Uttar Pradesh,282003,India |
| (d) *Email ID of the company | *****ganpatigroupindia.com |

2. *Number of allotments: 1

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

3. *Type of security
*(Equity/Preference/ Debentures)*

Equity

4.(a) If Equity: Type of allotment
(Public issue/Bonus issue/Right issue/Conversion of Loans/ Conversion of debenture/ Conversion of preference shares Private placement/ Preferential allotment/Employee stock option Plan (ESOP)/. Sweat equity/Others)

Right issue

(b) If Others, please provide details

(c) If Preference: Type of allotment
(Public issue/Bonus issue/Right issue/Conversion of Loans/ Conversion of debenture/ Private placement/ Preferential allotment/Employeestock option Plan (ESOP)/Sweat equity/Others)

(d) If Others, please provide details

(e) If Debentures: Type of allotment
(Public issue/Conversion of Loans/Private placement/Preferential allotment/Others)

(f) If Others, please provide details

(g) Whether Convertible or Non-convertible — ◯ Convertible ◯ Non-convertible

5. Mode of allotment — ◉ Cash ◯ Other than cash

6.*Date of allotment — 18/10/2024

☐ **It is confirmed that no such return of allotment is pending to be filed for securities allotted prior to the date of allotment mentioned in field 6.**

**Detail of resolution**

7. Details of Shareholder's Resolution passed

(a) Date of passing Shareholder's Resolution

(b) SRN of MGT 14

8. Details of Board Resolution passed

(a) *Date of passing Board Resolution (DD/MM/YYYY)

(b) *Mode of resolution — ◯ Board Meeting ◯ Circulation

(c) *Number of votes cast in favor

(d) *Number of votes cast against

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI



LUCKNOW ... LIMITED

9 Particulars of Securities allotted for cash

(a) Class of security — EQUITY

(b) Brief particulars of terms and conditions — RANKING PARI PASSU

(c) Number of securities allotted — 4150000

| | Nominal Amount per security (in INR) * | | Premium Amount per security (in INR) | | Discount Amount per security (in INR) | | Total Amount (in INR) * | |
|---|---|---|---|---|---|---|---|---|
| | 10 | | | | | | | |
| Particulars | Amount due and payable per security (in INR) | Total Amount paid (in INR) | Amount due and payable per security (in INR) | Total Amount paid (in INR) | Amount due and payable per security(in INR) | Total Amount paid (in INR) | Amount due and payable per security (in INR) | Total Amount paid (in INR) |
| On application* | 10 | 41500000 | | | | | 10 | 41500000 |
| On allotment | | | | | | | | |
| On calls* | 0 | 0 | | | | | 0 | 0 |
| Total amount* | 10 | 41500000 | | | | | 10 | 41500000 |

10. Particulars of securities allotted for consideration other than cash

(a) *Class of security

(b) *Number of securities allotted

(c) *Nominal amount per security (in INR)

(d) Premium amount per security (in INR)

(e) Discount amount per security (in INR)

(f) *Amount to be treated as paid up on each security (in INR)

(g) *Total nominal amount (in INR)

(h) Total premium amount (if any) (in INR)

(i) Total discount amount (if any) (in INR)

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

11.*Details of Consideration

| Consideration for which such securities have been allotted | Description of the consideration | Value (amount in INR) |
|---|---|---|
| Property and assets acquired | | |
| Goodwill | | |
| Services (give nature of services) | | |
| Other items (to be specified) | | |

12. *Whether an agreement or contract is executed in writing consideration other than cash ◯ Yes ◯ No

***Particulars of Agreement/Contract**

(a) *Date of agreement (DD/MM/YYYY)

(b) *Parties to agreement

(c) *Brief particulars of agreement

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

13. *Whether valuation report of the Registered Valuer has been obtained for valuation of assets issued in lieu of shares allotted for consideration other than cash

○ Yes ○ No

Key information on valuation report

(a) *Name of firm/individual undertaking valuation

(b) *Registration number issued by IBBI

(c) *Email ID

(d) *Mobile number

(e) *Is valuer, a member of professional body i. e. ICAI, ICSI or ICWAI(Yes/No)

(f) Membership number of the valuer

(g) Permanent Account Number (PAN)

(h) *Has ICAI issued UDIN against the valuation report(Yes/No/NA)

(i) UDIN of valuation report issued by ICAI

(j) *Method of valuation

(k) *Valuation amount

(l) *Date of issue of report (DD/MM/YYYY)

(m) Other brief details of valuation (if any)

14. Particulars of private placement

(a) *Category to whom allotment is made

☐ Existing shareholders ☐ Employee ☐ Directors

☐ Qualified Institutional Buyers ☐ Others

(b) If Others, please provide details

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

15. Particulars of Bonus shares issued

(a) *Class of security

(b) *Number of bonus shares

(c) *Nominal amount per share (in INR)

(d) *Amount to be treated as paid up per share (In INR)

16. *Particulars of securities allotted in case of conversion

(a) *Class of security

(b) *Number of securities allotted

(c) *Nominal amount per security (in INR)

(d) Premium amount per security (in INR

(e) Discount amount per security (in INR)

(f) * Amount to be treated as paid up on each security (in INR )

(g) *Total nominal amount (in INR )

(h) Total premium amount (if any) (in INR )

(i) Total discount amount (if any) (in INR )

17. Details of Conversion

(a)*Brief details of conversion terms

(b)*Value (amount in INR)

(c) In case of preference share, please provide the class of security

18. *Whether an agreement or contract is executed in writing for allotting securities in case of conversion ◯ Yes ◯ No

**Particulars Of Agreement/Contract**

(a) *Date of agreement

(b) *Parties to agreement

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

19. Valuation report of security issued

(a) *Whether valuation report of the Registered Valuer has been obtained ○ Yes ○ No

**Key information on valuation report**

| | |
|---|---|
| (b) *Name of firm/individual undertaking valuation report | |
| (c) *Registration number issued by IBBI | |
| (d) *Email ID | |
| (e) *Mobile number | |
| (f) *Is valuer, a member of professional body i.e. ICAI, ICSI or ICWAI *(Yes/No)* | |
| (g) Membership number of the valuer | |
| (h) Permanent Account Number (PAN) | |
| (i) Has ICAI issued UDIN against the valuation report *(Yes/No/NA)* | |
| (j) UDIN of valuation report issued by ICAI | |
| (k) Method of valuation | |
| (l) Valuation amount per share (in INR) | |
| (m) Date of issue of report (DD/MM/YYYY) | |
| (n) Other brief details of valuation (if any) | |

(o) Whether shares are issued at a price lower than the price determined by the registered valuer? ○ Yes ○ No

(p) If Yes, rationale for the same

**Capital structure post allotment**

20 **Capital structure of the company after taking into consideration the above allotment(s) of shares:**

**Equity share capital**

Number of classes 1

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RAIL LAND DEVELOPMENT AUTHORITY ★ NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED ★

| Class of shares | Equity | Authorised capital | Issued capital | Subscribed capital | Paid up capital |
|---|---|---|---|---|---|
| Number of equity shares | | 4160000 | 4160000 | 4160000 | 4160000 |
| Nominal amount per share (in INR) | | 10 | 10 | 10 | 10 |
| Total amount of equity shares (in INR) | | 41600000 | 41600000 | 41600000 | 41600000 |

**Preference share capital**

Number of classes: 0

| Class of shares | | Authorised capital | Issued capital | Subscribed capital | Paid up capital |
|---|---|---|---|---|---|
| Number of preference shares | | | | | |
| Nominal amount per share (in INR) | | | | | |
| Total amount of preference shares (in INR) | | | | | |

**Unclassified shares**

| Particulars | Authorised capital |
|---|---|
| Number of Unclassified shares | 0 |
| Total amount of (in INR) Unclassified shares | 0 |

**Capital structure post allotment- Debt**

**Debt Structure of the company after taking into consideration the above allotment(s) of debentures/ other security:**

| Particulars | Total Amount |
|---|---|
| Debentures | |
| Secured Loans | |
| Others, specify | |

**Attachments**

(a) List of Allottees — List of Allottees.xlsx



RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Add another attachment

(b) Valuation Report from the valuer, if any

(c) Copy of contract where securities have been allotted for consideration other than cash or attachment wherein the details of contract reduced in writing by the company, if any

(d) Optional attachment(s), if any | Board Resolution for Allotment of Shares.pdf

**Declaration**

I am authorised by the Board of Directors of the Company vide resolution no * 05

dated (DD/MM/YYYY) * 18/10/2024 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that:

1. All the required attachments have been completely, correctly and legibly attached to this form.
2. The list of allottees is correct and complete as per records of the company.
3. Where the securities are issued other than cash, the contract as well as list of allottees and any other contract of sale, or a contract for services or other consideration in respect of which that allotment is made is attached herewith. If not, then an attachment has been attached by the company mentioning all the particulars of the contract in writing.
4. The return of allotment in form PAS-2 is not pending for any such allotment of securities, prior to the date of allotment mentioned in field 6 of the form.

☐ I hereby declare that, in respect of private placement the company has

1. Allotted securities to less than two hundred persons in aggregate in a financial year excluding exempted categories;
2. Offered such securities through private placement offer letter and no prospectus or any other public advertisement has been issued for the same;
3. Completed allotment in respect of earlier private placement offers;
4. Received money payable on subscription of such securities through cheque or demand draft or other banking channels but not in cash;
5. Made such offers only to the persons whose names were recorded by the company prior to such invitation and such persons have received such offer by name;
6. Maintained a complete record of such offers and acceptances in Form No. PAS-5

* To be digitally signed by

NIKHIL AGARWAL

*Designation | Director

*(Director/Managing Director/Manager/Company Secretary/CEO/CFO)*

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

BUILDWELL PRIVATE LIMITED LUCKNOW

*Director identification number of the director; OR DIN or PAN of the manager or CEO or CFO or Membership number of the Company Secretary

0*6*2*9*

**Certificate by practicing professional**

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and Rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/ applicant which is
subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed.

I further certify that:

1. The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order;
2. All the required attachments have been completely and legibly attached to this form.

I hereby certify that I have gone through the agreements / contracts entered by the Company as applicable for allotment of securities for consideration other than cash, the details of which have been provided in the form, and found them to be true, correct and complete and no material information is suppressed.

*** To be digitally signed by**

* Category of professional

- Chartered accountant (in whole-time practice)
- Cost accountant (in whole-time practice)
- Company secretary (in whole-time practice)

* Whether associate or fellow:

- Associate
- Fellow

Membership number

Certificate of practice number

**Note: Attention is drawn to provisions of Section 448 and 449 of the Companies Act, 2013 which provide for punishment for false statement/certificate and punishment for false evidence respectively.**

**This eForm has been taken on file maintained by the registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company.**

***For office use only:***

eForm Service request number (SRN) AB1866668

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

| | |
|---|---|
| eForm filing date (DD/MM/YYYY) | 16/11/2024 |

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

# LUCKNOW BUILDWELL PRIVATE LIMITED

**CIN:** U68100UP2024PTC209976
**Regd Office:** Plot No 94 N.N.NO., 22/51A/2
Vijay Nagar Agra Uttar Pradesh-282004
**E-Mail:** info@ganpatigroupindia.com
**Contact:** 9997191100

## LIST OF SHAREHOLDERS AS ON 19.11.2024

| Sr No | Shareholder's Name | No. of Shares | Face Value | Amount | % of Shares |
|---|---|---|---|---|---|
| 1 | Mr. Anil Agarwal | 2,080 | 10 | 20,800 | 0.05% |
| 2 | Mr. Nikhil Agarwal | 2,080 | 10 | 20,800 | 0.05% |
| 3 | Ganpati Infrastructure Development Company Limited | 41,55,840 | 10 | 4,15,58,400 | 99.9% |
| | **Total** | **4,160,000** | | **41,600,000** | **100%** |

**//CERTIFIED TRUE COPY//**
**For LUCKNOW BUILDWELL PRIVATE LIMITED**

ANIL AGARWAL
Director
DIN: 00612588

NIKHIL AGARWAL
Managing Director
DIN: 00612595

LUCKNOW BUILDWELL PRIVATE LIMITED

RAIL LAND DEVELOPMENT AUTHORITY
NEW DELHI

(Amended)

Government of India

Form GST REG-06

[See Rule 10(1)]

## Registration Certificate

**Registration Number : 09AAFCL9938C1Z7**

| | | |
|---|---|---|
| 1. | **Legal Name** | LUCKNOW BUILDWELL PRIVATE LIMITED |
| 2. | **Trade Name, if any** | LUCKNOW BUILDWELL PRIVATE LIMITED |
| 3. | **Additional trade names, if any** | |
| 4. | **Constitution of Business** | Private Limited Company |
| 5. | **Address of Principal Place of Business** | **Building No./Flat No.:** PLOT NO. 94<br>**Name Of Premises/Building:** N.N.NO. 22/51A/2<br>**Road/Street:** VIJAY NAGAR COLNY<br>**City/Town/Village:** Agra<br>**District:** Agra<br>**State:** Uttar Pradesh<br>**PIN Code:** 282001 |
| 6. | **Date of Liability** | |
| 7. | **Date of Validity** | From 27/11/2024 To Not Applicable |
| 8. | **Type of Registration** | Regular |
| 9. | **Particulars of Approving** | Uttar Pradesh Goods and Services Tax Act, 2017 |

**Signature**

Signature valid
Digitally signed by DS GOODS AND SERVICES TAX NETWORK
Date: 2024.12.16 18:15:50 IST

| | |
|---|---|
| **Name** | SHEKHAR SINGH RATHOOR |
| **Designation** | Assistant Commissioner |
| **Jurisdictional Office** | Agra Sector-20 |
| **Date of issue of Certificate** | 16/12/2024 |

Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.

**This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 16/12/2024 by the jurisdictional authority.**

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Annexure A

सत्यमेव जयते

**Goods and Services Tax Identification Number: 09AAFCL9938C1Z7**

**Details of Additional Place of Business(s)**

| | |
|---|---|
| **Legal Name** | LUCKNOW BUILDWELL PRIVATE LIMITED |
| **Trade Name, if any** | LUCKNOW BUILDWELL PRIVATE LIMITED |
| **Additional trade names, if any** | |

**Total Number of Additional Places of Business(s) in the State** **1**

1 RAILWAY LAND POCKET F, GOMTI NAGAR, Vibhuti Khand, Lucknow, Uttar Pradesh, 226010



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RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Annexure B

सत्यमेव जयते

**Goods and Services Tax Identification Number: 09AAFCL9938C1Z7**

| | |
|---|---|
| **Legal Name** | LUCKNOW BUILDWELL PRIVATE LIMITED |
| **Trade Name, if any** | LUCKNOW BUILDWELL PRIVATE LIMITED |
| **Additional trade names, if any** | |

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

| | | | |
|---|---|---|---|
| 1 |  | Name | NIKHIL AGARWAL |
| | | Designation/Status | DIRECTOR |
| | | Resident of State | Uttar Pradesh |
| 2 |  | Name | ANIL AGARWAL |
| | | Designation/Status | DIRECTOR |
| | | Resident of State | Uttar Pradesh |

11/6/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOVT. OF INDIA

RAIL LAND DEVELOPMENT AUTHORITY

31/10/2006

Permanent Account Number

AAAGR0030G

05072013

RAIL LAND DEVELOPMENT AUTHORITY
NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED