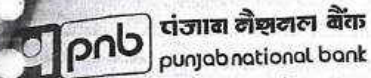


गारंटी पत्र के लिए मानक आवरण पत्र
STANDARD COVERING LETTER FOR LETTER OF GUARANTEE



शाखा : Punjab National Bank
Branch : Corporate Branch
टेलीफोन नंबर : Ashok Marg, Lko.-226001
Telephone No.: Ph.: 0522-4349100
पता : mail:bo8145@pnb.co.in
मुद्रित क्रमांक :
Printed Serial No.: **TYX 401191**

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

माननीय महादिय,
Dear Sir,

कृपया हमारा संलग्नक गारंटी पत्र संख्या दिनांक को
रुपये (₹) के लिए दिनांक तक
प्राप्त करें, जो के अनुरोध
पर इस कार्यालय द्वारा (1) श्री/सुश्री पदनाम और
श्री/सुश्री पदनाम

ने संयुक्त हस्ताक्षर से जारी की गई।
Please find enclosed our letter of guarantee no. 81450ILG004125 dated 07-04-2025
for an amount of ₹2,99,00,000 Rupees Two Core Ninety Nine Lakh Only
valid till 06-04-2028 and issued at the request of M/s Shalimar Corp Ltd by this

कार्यालय के अंतर्गत (1) श्री/सुश्री Ashree Agarwal
Designation Chief Manager
श्री/सुश्री (2) श्री/सुश्री Azad Singh Shrivastava
Designation Senior Manager

उक्त गारंटी पत्र का संदेश आपके बैंक को एस एफ एम एस गेटवे के माध्यम से प्रेषित कर दिया गया है। यह परामर्श है कि आप अपने हित में, अपने बैंक
/शाखा से गारंटी के उपरोक्त पत्र की वास्तविकता को सत्यापित कर सकते हैं। साथ ही, गारंटी फॉर्म की वास्तविकता हमारे नियंत्रण कार्यालय से
सत्यापित की जा सकती है, जो
(पता, ईमेल आईडी, नियंत्रण कार्यालय का संपर्क नंबर) है, जिसे इस पत्र की एक प्रति पृष्ठांकित की जा रही है।

The message of the said letter of guarantee has been transmitted through SFMS gateway to your bank. It is advised that in
your own interest, you may verify the genuineness of above letter of guarantee from your Bank/Branch. Also, the
genuineness of guarantee form be verified from our Controlling Office, which is
Punjab National Bank (Address, Email ID, Contact No. of the Controlling
Zonal Office, Vahuti Khand Office), to whom a copy of this letter is being endorsed.
mail:fgmlekrean@pnb.co.in

हस्ताक्षर Signature
नाम Name Aakash
पदनाम Designation Manager (पता) हमारे

दिनांक Date: 07/04/2025
प्रतिलिपि: मंडल प्रमुख
कार्यालय द्वारा उपर्युक्त गारंटी की प्रति सूचना तथा रिकॉर्ड हेतु प्रस्तुत
CC : The Circle Head (address)
along with a copy of the above said guarantee issued by us for his information and record.



Shalimar Skyline Private Limited
Authorised Signatory



Bank Guarantee Number	81450ILG004125
Bank Guarantee Amount	Rs.2,99,00,000/-
Date of Bank Guarantee	07-04-2025
Expiry Date	06-04-2028
Claim Expiry	06-04-2029
Stamp Amount	Rs.10,000.00
Stamp Number	IN-UP81973849856296X

Bank Guarantee

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 Shalimar Corp Limited having its registered office at A2/3, Safdarjung Enclave, New Delhi-110029 and corporate office at 11th Floor, Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow-226010, Uttar Pradesh (hereinafter called "The said Selected Bidder/ Lessee) from the demand, under the terms and conditions of Bid Documents/LOA No./ Agreement No. RLDA/2019/CRD/MKTG/RFP/Vasundhara, Varanasi/(2007) dated 22.08.2024 made between RLDA and M/s Shalimar Corp Limited for "Grand of Lease for 15,161 Sqm, (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway U.P." (hereinafter called "the said LOA/Lease Agreement), of security deposit, for the due fulfilment 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.2,99,00,000/- (Rupees Two Crore Ninety-Nine Lakh Only) we, Punjab National Bank having our registered office at Plot No.4, Sector-10, Dwarka, New Delhi-110075 and one of its branches at Large Corporate Branch, 10 Ashok Marg, Lucknow-226001, Uttar Pradesh (hereinafter referred to as the bank") at the request of M/s Shalimar Corp Limited Selected Bidder/ Lessee do hereby undertake to pay to the RLDA any amount not exceeding Rs.2,99,00,000/- (Rupees Two Crore Ninety-Nine Lakh Only) 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, Punjab National Bank do hereby undertake to pay the amounts due and Payable under this guarantee without any demur, merely on a 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 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.2,99,00,000/- (Rupees Two Crore Ninety-Nine Lakh Only).



Shalimar Skyline Private Limited
Page 1 of 3 Signatory



Bank Guarantee Number	81450ILG004125
Bank Guarantee Amount	Rs.2,99,00,000/-
Date of Bank Guarantee	07-04-2025
Expiry Date	06-04-2028
Claim Expiry	06-04-2029
Stamp Amount	Rs.10,000.00
Stamp Number	IN-UP81973849856296X

3. We undertake to pay to the RLDA any money so 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, Punjab National 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 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 demand or claim under this guarantee is made on us in writing on or before the 06.04.2028, we shall be discharged from all liability under this guarantee thereafter.

5. We, Punjab National 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, Punjab National Bank 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, Punjab National Bank 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:

Page 2 | 3
Authorized Signatory




Bank Guarantee Number	81450ILG004125
Bank Guarantee Amount	Rs.2,99,00,000/-
Date of Bank Guarantee	07-04-2025
Expiry Date	06-04-2028
Claim Expiry	06-04-2029
Stamp Amount	Rs.10,000.00
Stamp Number	IN-UP81973849856296X

if delivered by hand, when left at Punjab National Bank, Large Corporate Branch, 10, Ashok Marg, Hazratganj, Lucknow-226010, Uttar Pradesh; and if given or made by pre-paid registered post or facsimile transmission, when received at Punjab National Bank, Large Corporate Branch, 10, Ashok Marg, Hazratganj, Lucknow-226010, Uttar Pradesh or by email at email id bo8145@pnb.co.in on the TELEPHONE & Fax no. 0522-4349100 (for the purposes of facsimile transmission).

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs.2,99,00,000/- (Rupees Two Crore Ninety-Nine Lakh Only).
- ii) This bank Guarantee shall be valid up to 06/04/2028 (being the date of expiry of the Guarantee)
- iii) Further a claim period of 12 months after validity period (claim period) is available to you to make a demand under the Bank Guarantee i.e. 06/04/2029, in respect of a cause of action which has arisen during the validity period only.
- iv) We are liable to pay up to the guarantee amount if and only if we receive from you a written claim or demand within the validity period of the guarantee as above or within claim period, if any.

IN WITNESS WHEREOF, THE BANK HAS executed this Guarantee Bond on the 07th day of April, 2025 first above mentioned through its duly authorized representative.

Date: 07/04/2025

Place: Lucknow

Authorized Signatory
Ashree Agarwal (Chief Manager)
PF No.: 5157735

Authorized Signatory
Sharad Chandra (Chief Manager)
PF No.: 5173289

Shalimar Skyline Private Limited

Page 3 | 3

Authorized Signatory

760CV

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:7027:20250407

:7029:20290406

:7031:PUNB0814500

:7032:LCB LUCKNOW

LUCKNOW

LUCKNOW

LUCKN

UP

226001

:7033:SHALIMAR CORP LIMITED FORMERLY SAS

11TH FLOOR SHALIMAR TITANIUM

VIBHUTI KHAND GOMTI NAGAR LUCKNOW

LUCKN

UP 226010

IN

:7034:THE VICE CHAIRMAN RAIL LAND DEVELOP

MENT AUTHORITY UNIT NO 702 B 7TH FL

OR KONNECTUS TOWER DMRC BUILDING A

JMERI GATE NEW DELHI DELHI DL 11000

2 IN

:7035:SBIN0003771

:7036:RAIL BHAWAN -NEW DELHI

RAIL BHAWAN RAFI MARG NEW DELHI -PIN-

DELHI

DL

:7037:THE VICE CHAIRMAN RAIL LAND DEVELOP

MENT AUTHORITY

BG IS VALID ONLY IF TRANSMITTED/AME

NDED BY IFN760CV/IFN767CV.YOU CAN

GET THIS BG CONFIRMED FROM CO/ZO

LUCKNOW Tel.05222306853

Mail ZOLUCKNOW ATPNB.CO.IN

:7038:PERFORMANCE BG

:7039:CONTRACT

:7040:Y

:7041:IN-UP81973849856296X

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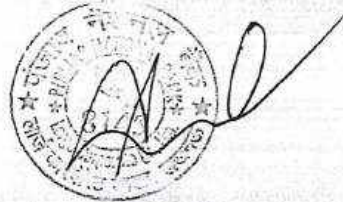
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:7048:N

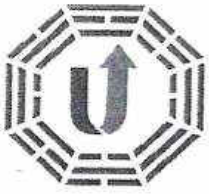
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Shalimar Skyline Private Limited

Authorised Signatory





Date: 02.05.2025

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 Shalimar Skyline Private Limited (the *Lessee*) is a Special Purpose Company incorporated on **08/09/2024** 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: U68200DL2024PTC431464**. The Lessee's registered office is at **A-2/3 FF. Safdurjung Enclave, Nauroji Nagar, New Delhi-110029 DL**. 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 **15,161 sq. m.** of railway land at Vasundhara Railway Colony, Varanasi for **residential development for 99 years**, along

An ISO 9001-2015 Certified

Head Office: P-97, South Extension Part- II, New Delhi 110049
Tel.:- (+91) 11 41057587 | E-mail : unuconsultants@gmail.com
Also Offices at Bhubaneshwar and Guwahati
E-mail : unuconsultants@gmail.com, Website : www.unuclegal.net

Shalimar Skyline Private Limited

Authorised Signatory



with the redevelopment of **150 Type-II railway quarters** at New Loco Colony in Varanasi (NE Railway). 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. 59,80,00,000 (Rupees Fifty Nine Crore Eighty Lacs Only)** following the issuance of Letter of Award **No. RLDA/2019+/CRD/MKTG/RFP/Vasundhara, Varanasi dated 22.08.2024**, 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 **08.09.2024**. 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 Shalimar Skyline Pvt. Ltd. is as follows:

Member	No of Shares	Paid up value in Rs.	% of Shareholding
SHALIMAR CORP LIMITED	4779999	47799990	99.9999%
KUNAL SETH holding share in beneficial interest of	1	10	0.0001 %



Shalimar Corp. Limited			
TOTAL	4780000	47800000	100.0000%

Documents Examined

For the purposes 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 *Shalimar Skyline Private Limited*, dated **08.09.2024**, issued by the Registrar of Companies, along with the Company Identification Number (CIN) and PAN card of the company.
- **Memorandum and Articles of Association** of the Lessee, outlining its corporate objectives and internal regulations.
- **GST Registration Certificate** of the Lessee (GSTIN [09ABOCS2890N1ZD]), evidencing registration under the GST laws, and the Permanent Account Number (PAN) **ABOCS2890N** of the Lessee.
- **Letter of Award (LOA)** issued by RLDA – LOA No. **RLDA/2019+/CRD/MKTG/RFP/Vasundhara, Varanasi** dated **22.08.2024**, awarding the Project to the Lessee
- **Board Resolution** of the Lessee dated **01.10.2024**, authorizing the company to enter into the Lease Agreement with RLDA for the Project and empowering **Shri Kunal Seth** (Director/Authorized Representative of the Lessee) to execute all documents on behalf



Shalimar Skyline Private Limited

Authorized Signatory



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 redevelopment and residential development at Vasundhara, Varanasi.
- **Proof of Payment of Performance Guarantee:**
"Performance Guarantee Bond" No. 81450ILG004125 dated 07.04.2025 issued by Punjab National Bank, Large Corporate Branch, 10, Ashok Marg, Lucknow (U.P) for Rs.2,99,00,000/- (Rupees Two Crore Ninety Nine Lakh only) with a validity up to 06.04.2028 with claim Expiry Date 06.04.2029.
- **Proof of Payment of First Installment of Lease Premium:**
Acknowledgment of the payment of Rs. 14,95,00,000/- (**Rupees Fourteen Crore Ninety Five Lakh only**)

Opinion

Based upon my review of the documents listed above, I am of the opinion that **M/s Shalimar Skyline Private Limited has the 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 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 shares** under



Shalimar Skyline Private Limited

Authorised Signatory



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. Kunal Seth**, 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:
 - o 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.



Shalimar Skinning Private Limited

Authorized Signatory



- o The Lessee has furnished the required Performance Bank Guarantee vide "Performance Guarantee Bond" No. 81450ILG004125 dated 07.04.2025 issued by Punjab National Bank, Large Corporate Branch, 10, Ashok Marg, Lucknow (U.P) for Rs.2,99,00,000/- (Rupees Two Crore Ninety Nine Lakh only) with a validity up to 06.04.2028 with claim Expiry Date 06.04.2029. This guarantee meets the requirements of the GCLA (in terms of amount, validity period and issuing bank).

- o 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 initialled 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 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



Shalimar Skyline Private Limited

Authorised Signatory



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 Shalimar Skyline 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 **redevelopment and residential development at Vasundhara, Varanasi (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.



Shalimar Skyline Private Limited
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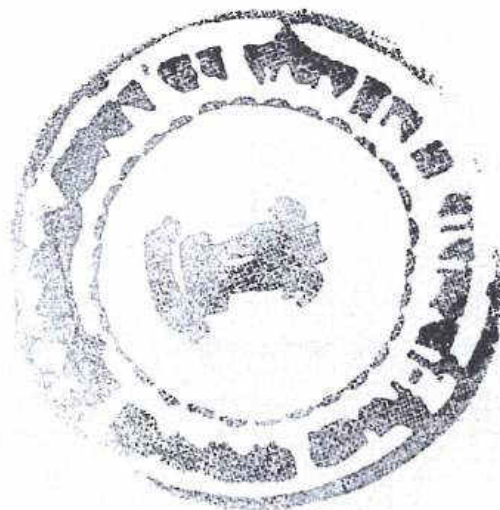
A handwritten signature in blue ink is written above a rectangular stamp. The stamp contains the text "Shalimar Skyline Private Limited" and "Authorised Signatory" in blue ink. Below the stamp is another dark, smudged fingerprint.

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.



Shalimar Skyline Private Limited

Authorised Signatory





NANCY VERMA & CO.

Nancy Verma
Company Secretaries

E-mail: csnancyverma@gmail.com

Off: Flat no 10 Arif Chamber-IV Puraniya Chauraha LKO- 226024

SEARCH REPORT

TO WHOMSOEVER IT MAY CONCERN

SUB: - SEARCH REPORT OF SHALIMAR SKYLINE PRIVATE LIMITED

As desired by you, we are enclosing herewith the Search Report based on public inspection done from MCA website vide SRN UU0874955 and details/declarations taken from the Management of Shalimar Skyline Private Limited having R/O at A2/3, F.F, Safdarjung Enclave, Nauroji Nagar, New Delhi, Delhi, India, 110029, bearing CIN: U68200DL2024PTC436557 as on 30th day of April 2025.

We hope the enclosed report will serve your purpose. We shall be happy to provide you any further Clarification/Report.

Thanking You

Yours Faithfully,

For NANCY VERMA & CO.


NANCY VERMA
COMPANY SECRETARIES
LUCKNOW

(Company Secretary)

M.NO. 33197

UDIN: A033197G000242153

CP NO. 12212

Date: 30.04.2025

Place: Lucknow



Shalimar Skyline Private Limited



Authorised Signatory





NANCY VERMA & CO.

Nancy Verma
Company Secretaries

E-mail: csnancyverma@gmail.com

Off: Flat no 10 Arif Chamber-IV Puraniya Chauraha LKO- 226024

COMPANY BASIC DETAILS

Sr. No.	PARTICULARS	
1.	Name of the Company	SHALIMAR SKYLINE PRIVATE LIMITED
2.	CIN No. of the Company	U68200DL2024PTC436557
3.	Date of Incorporation	08/09/2024
4.	Registered Office Address	A2/3, F.F, SAFDARJUNG ENCLAVE, NAUROJI NAGAR, NEW DELHI, DELHI, INDIA, 110029
5.	Details of Board of Directors	AS PER LIST ATTACHED AS ANNEXURE - A
6.	Details of Shareholders	AS PER LIST ATTACHED AS ANNEXURE - B
7.	Details of Charges	NIL
8.	Index of Charges as per MCA portal	AS PER ANNEXURE-C- DEPICTING NIL CHARGES ALONG WITH THE MASTER DATA
9.	Receipt of Public Inspection	AS PER ANNEXURE-D



Shalimar Skyline Private Limited

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NANCY VERMA & CO.

Nancy Verma
Company Secretaries

E-mail: csnancyverma@gmail.com

Off: Flat no 10 Arif Chamber-IV Puraniya Chauraha LKO- 226024

ANNEXURE-A

Composition of Board of Directors of Shalimar Skyline Private Limited as on 30th day of April 2025

SN	Name / Fathers Name/Address	Designation	DIN	Date of Birth	Date of Appointment
1.	Mohammad Abdullah Masood Fathers Name: Mr. Masood Ahmad Address: 196-4, Gulistan E Tayyaba, Ram Lal Chakravarty Road Near Balrampur Hospital, Golaganj, Aminabad Park Lucknow 226018 Uttar Pradesh, India	Director	00157623	19/08/1980	08/09/2024
2.	Kunal Seth Fathers' Name: Mr. Sanjay Seth Address: 8/1, Vikramaditya Marg Hazratganj Lucknow 226001 Uttar Pradesh, India	Director	06360228	29/01/1993	08/09/2024



Shalimar Skyline Private Limited

Authorized Signatory





NANCY VERMA & CO.

Nancy Verma
Company Secretaries

E-mail: csnancyverma@gmail.com

Off: Flat no 10 Arif Chamber-IV Puraniya Chauraha LKO- 226024

ANNEXURE-B

Shareholding Pattern of Shalimar Skyline Private Limited as on 30th day of April 2025

S.No	Name Of Shareholder	No. Of Shares (Equity Shares)	Total Value of Shares (In Rs.)	% Of Equity Shares
1	Shalimar Corp Limited CIN-U70100DL1988PLC390006 A2/3, F.F., Safdarjung Enclave Delhi South Delhi DL 110029 IN	4779999	47799990	99.9999%
2	KUNAL SETH R/o 8/1, Vikramaditya Marg Hazratganj Lucknow UP-226001, holding share on behalf of Shalimar Corp Limited as Registered Owner	1	10	0.0001%
Total		4780000	4,78,00,000	100%



Shalimar Skyline Private Limited

Authorised Signatory





NANCY VERMA & CO.

Nancy Verma
Company Secretaries

E-mail: csnancyverma@gmail.com

Off: Flat no 10 Arif Chamber-IV Puraniya Chauraha LKO- 226024

Annexure- C-Master data with Index of Charges as per MCA portal as on 30th day of April 2025

30/04/2025, 16:21

Ministry Of Corporate Affairs - MCA Services

Ministry Of Corporate Affairs

Date : 30-04-2025 4:21:21 pm

Company Information

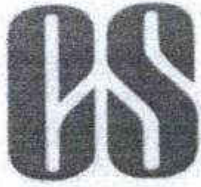
CIN	U68200DL2024PTC436557
Company Name	SHALIMAR SKYLINE PRIVATE LIMITED
ROC Name	ROC Delhi
Registration Number	436557
Date of Incorporation	08/09/2024
Email Id	neha@shalimar.org
Registered Address	A-2/3 F/F, SAFDARJUNG ENCLAVE, Nauroji Nagar, New Delhi, New Delhi, Delhi, India, 110029
Address at which 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)	5,00,00,000
Paid up Capital (Rs)	4,78,00,000
Date of last AGM	-
Date of Balance Sheet	-
Company Status	Active

Jurisdiction	
ROC (name and office)	ROC Delhi
RD (name and Region)	Shalimar Skyline Private Limited, New Delhi, Northern Region

Index of Charges

Authorised Signatory





NANCY VERMA & CO.

Nancy Verma
Company Secretaries

E-mail: csnancyverma@gmail.com

Off: Flat no 10 Arif Chamber-IV Puraniya Chauraha LKO- 226024

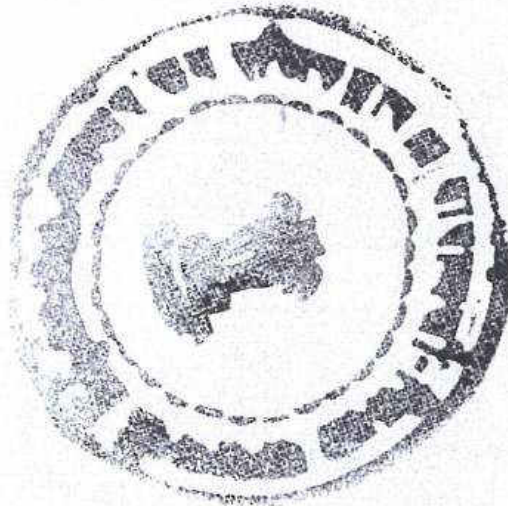
30/04/2025, 16:21

Ministry Of Corporate Affairs - MCA Services

No Records Found

Director/Signatory Details

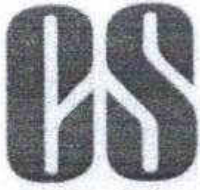
Sr. No	DIN/PAN	Name	Designation	Date of Appointment	Cessation Date	Signatory
1	00157623	MOHAMMAD ABDULLAH MASOOD	Director	08/09/2024	-	Yes
2	06360228	KUNAL SETH	Director	08/09/2024	-	Yes



Shalimar Skyline Private Limited

Authorised Signatory





NANCY VERMA & CO.

Nancy Verma
Company Secretaries

E-mail: csnancyverma@gmail.com

Off: Flat no 10 Arif Chamber-IV Puraniya Chauraha LKO- 226024

Annexure- D- Receipt of Public Inspection Challan

MINISTRY OF CORPORATE AFFAIRS RECEIPT		
SRN: UU0874955/ BharatKoshOrderId :1-17526511734	Service Request Date: 30/04/2025	
SRN Date: 30/04/2025 17:33:49		
RECEIVED FROM:		
Name: ANUJ KUMAR		
Address: LEKHRAJ METRO SANJAY GANDHI PURAM, ., Lucknow, Lucknow, Uttar Pradesh, 226016		
FULL PARTICULARS OF REMITTANCE		
Service Type: VPD		
Service Description	Type of Fee	Amount (Rs.)
SHALIMAR SKYLINE PRIVATE LIMITED (U68200DL2024PTC436557)	Normal	100
	Total	100
Mode of Payment: Online		
Received Payment Rupees: One Hundred Rupees Only.		
Note: View public documents service is available for 3 hrs per company, from the time the first document is viewed, and is valid for 1 week		

Thanking You
Yours Faithfully,
For NANCY VERMA & CO.

NANCY VERMA
(Company Secretary)
M.NO. 33197
UDIN: A033197G000242153
CP NO.12212



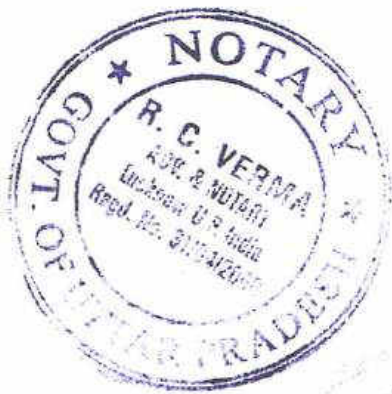
Shalimar Skyline Private Limited

Authorised Signatory

Date: 30.04.2025
Place: Lucknow

WHEREAS RLDA, the indemnified herein has granted Lease for Residential Development on Railway Land Parcel of area 15,161 Sqm (approx.) at Railway Land at Vasundhara Railway Colony for residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony in Varanasi Division of NE Railway, U.P. to the Indemnifier through Letter of Acceptance (LOA) No. RLDA/2019/CRD/MKTG/RFP/Vasundhara, Varanasi/(2007) dated 22.08.2024 on terms and conditions as mutually agreed to by and between RLDA and M/S Shalimar Skyline 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.



Place: Lucknow

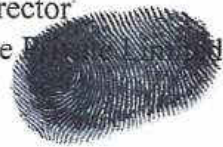
Date: 01.05.2025



Shalimar Skyline Private Limited

Authorized Signatory

Authorized Signature of the Indemnifier
Name: Kunal Seth
Designation: Director
Shalimar Skyline Private Limited

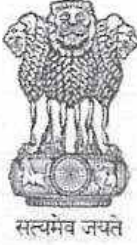


Shalimar Skyline Private Limited

Authorized Signatory

SIGNATURE ATTESTED

R. C. VERMA
NOTARY
Lucknow, U.P. INDIA
Regd. No. 31154/2019



**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 SHALIMAR SKYLINE PRIVATE LIMITED is incorporated on this EIGHTH 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 **U68200DL2024PTC436557**

The Permanent Account Number (PAN) of the company is **ABOCS2890N***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELS09406M***

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

Document certified by DS MINISTRY OF CORPORATE AFFAIRS, CRC MANESAR 1 <ROC.CRC@MCA.GOV.IN>

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS, CRC MANESAR 1
Date: 2024.09.08 14:17:48 IST

Balangatharan 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:

SHALIMAR SKYLINE PRIVATE LIMITED

A-2/3 F/F, SAFDARJUNG ENCLAVE, Narela, New Delhi, New Delhi- 110029, Delhi

*as issued by Income tax Department



Shalimar Skyline Private Limited

Authorised Signatory

Authorised Signatory



Form No. INC-33



Form language

English Hindi

e-MOA (e-Memorandum of Association)
[Pursuant to Schedule I (see Sections 4 and 5) to
the Companies Act, 2013]]

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
- 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

A - MEMORANDUM OF
ASSOCIATION OF A COMPANY
LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

SHALIMAR SKYLINE PRIVATE
LIMITED

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

Delhi

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

1. To develop Bid ?Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.?. Railway land/air space to be leased to the company by RailLand 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.

2. To carry on the business of promoters developers, builders, managers, architects, contractors, sub-contractors, planners, designers, construction engineers, decorators, interior decorators, fabricators, engineers, survivors, appraisers, mortgagors of commercial complexes and to engage in all types of construction activities

Shalimar Skyline Private Limited

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Shalimar Skyline Private Limited

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

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 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, portions, 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-



Shalimar Skyline Private Limited

Authorised Signatory



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.

11. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, stocks, contracts,



Shalimar Skyline Private Limited

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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 there 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



Shallimar Skyline Private Limited

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borrowed, raised or owing on the mortgage, charge or lien upon all or any of the property or assets of the Company (both present or future) including its uncalled capital and also by similar mortgage, charge 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 non-exclusive 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 business activities either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.

19. To acquire and takeover all, or any part of the business



Shalimar Skyline Private Limited

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property and liabilities of any person, firm or company carrying on or proposing to carry on any business which this Company is authorized to carry on or possess 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, cooperation, joint venture or reciprocal rights with any person or persons or company or companies carrying 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



Shalimar Exline Private
Authorized Signatory

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 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



Shalimar Skinning Private Limited
Authorized Signatory



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, dining 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, 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



Shalimar Skyline Private Limited

Authorised Signatory

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 rupees, divided into

5000000	Equity Share	Shares of	10	Rupees each	
---------	--------------	-----------	----	-------------	--

6

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



Shalimar Skyline Private Limited

Authorised Signatory



I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:

We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details					
S. No.	*Name, Address, Description and Occupation	DIN / PAN / Passport number	No. of shares taken	DSC	Dated
1	KUNAL SETH holding share in beneficial interest of Shalimar Corp Limited, 8/1, VIKRAMADITYA MARG HAZRATGANJ LUCKNOW UP-226001, INDIVIDUAL, BUSINESS	0*3*0*2*	1 Equity,0 Preference		05/09/2024
2	SHALIMAR CORP LIMITED THROUGH MOHD ABDULLAH MASOOD, A2/3, F.F., Safdarjung Enclave Delhi South Delhi DL 110029 IN, COMPANY, BUSINESS,	0*1*7*2*	4779999 Equity,0 Prefere		05/09/2024
Total shares taken			4780000 Equity,0 Preference		

Signed before me

Membership type of the witness (ACA/FCA/ACS/FCS/ACMA/FCMA)	*Name of the witness	*Address, Description and Occupation	DIN / PAN / Passport number / Membership number	DSC	Dated
ACS	NANCY VERMA	NANCY VERMA D/O MADAN MOHAN VERMA R/O SECTOR J, E-III, HOUSE NO. 369, ALIGANJ LUCKNOW UP- 226024 OCCUPATION- PCS	3*1*7		05/09/2024

7 Shri / Smt Of resident of

aged years shall be the nominee in the event of death of the sole member.



Shalimar Styline Private Limited

Shalimar Styline Private Limited
Authorised Signatory

Authorised Signatory Page 10 of 10



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]



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 (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

(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)

The name of the company is

SHALIMAR SKYLINE PRIVATE LIMITED

Check if not applicable	Check if altered	Article No.	Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Interpretation
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> (1) In these regulations-(a) the Act means the Companies Act 2013(b) the seal means the common seal of the company.(2) Unless the context otherwise requires words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company. 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 Provided that where two or more persons hold one or more shares in a company jointly they shall for the purposes of this clause be treated as a single member Provided further that-(a) persons who are in the employment of the company and (b) persons who having been formerly in the employment of the company were members of the company while in the employment and have continued to be members after the employment ceased shall not be included in the number of members and (iii) Prohibits any invitation to the public to subscribe for any securities of the company
<input type="checkbox"/>	<input type="checkbox"/>		Share Capital and Variation of rights
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> 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



Shalimar Skyline Private Limited
 [Signature]
 Authorised Signatory

[Signature]
 Authorised Signatory



<input type="checkbox"/> <input type="checkbox"/>	2	<p>conditions of issue shall be provided one certificate for all his shares without payment of any charges or several certificates each for one or more of his shares upon 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</p>
<input type="checkbox"/> <input type="checkbox"/>	3	<ul style="list-style-type: none"> 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.
<input type="checkbox"/> <input type="checkbox"/>	4	<ul style="list-style-type: none"> 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.
<input type="checkbox"/> <input type="checkbox"/>	5	<ul style="list-style-type: none"> 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.
<input type="checkbox"/> <input type="checkbox"/>		<ul style="list-style-type: none"> 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 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.
<input type="checkbox"/> <input type="checkbox"/>		<ul style="list-style-type: none"> The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not



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		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.
<input type="checkbox"/>	<input type="checkbox"/>	8
		<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>	9
		<ul style="list-style-type: none"> The company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and on all shares (not being fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the company. Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The company's lien if any on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
<input type="checkbox"/>	<input type="checkbox"/>	10
		<ul style="list-style-type: none"> The company may sell in such manner as the Board thinks fit any shares on which the company has a lien. Provided that no sale shall be made unless a sum in respect of which the lien exists is presently payable or 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.
<input type="checkbox"/>	<input type="checkbox"/>	11
		<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	12
		<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>	13
		<ul style="list-style-type: none"> The Board may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. Each member shall be subject to receiving a



		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.
<input type="checkbox"/>	<input type="checkbox"/>	14
<input type="checkbox"/>	<input type="checkbox"/>	15
<input type="checkbox"/>	<input type="checkbox"/>	16
<input type="checkbox"/>	<input type="checkbox"/>	17
<input type="checkbox"/>	<input type="checkbox"/>	18
Transfer of shares		
<input type="checkbox"/>	<input type="checkbox"/>	19
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

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.

• 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.

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

• 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.

• 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.

• The Board - a. may if it thinks fit receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him and b. upon all or any of the monies so advanced may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding unless the company in general meeting shall otherwise direct twelve per cent per annum as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of shares

• 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.

• 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.

• The Board may decline to recognise any instrument of transfer unless 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.
<input type="checkbox"/>	<input type="checkbox"/>	22
		<ul style="list-style-type: none"> On giving not less than seven days previous notice in accordance with section 91 and rules made thereunder the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
		Transmission of shares
<input type="checkbox"/>	<input type="checkbox"/>	23
		<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	24
		<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	25
		<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	
		<ul style="list-style-type: none"> A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.



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<input type="checkbox"/>	<input type="checkbox"/>	27	<ul style="list-style-type: none"> 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			
<input type="checkbox"/>	<input type="checkbox"/>	28	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	29	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	30	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	31	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	32	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	33	<ul style="list-style-type: none"> 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 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



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<input type="checkbox"/>	<input type="checkbox"/>		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.
<input type="checkbox"/>	<input type="checkbox"/>	34	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>		Alteration of capital
<input type="checkbox"/>	<input type="checkbox"/>	35	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	36	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	37	<ul style="list-style-type: none"> 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 company and other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing in shares have conferred that privilege or advantage. 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.
<input type="checkbox"/>	<input type="checkbox"/>	38	<ul style="list-style-type: none"> The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law its share capital any capital redemption reserve account or any share premium account.
<input type="checkbox"/>	<input type="checkbox"/>		Capitalisation of profits
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> 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 company's reserve



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	39	<p>accounts or to the credit of the profit and loss account or 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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>40</p> <ul style="list-style-type: none"> 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
		<p>Buy-back of shares</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>41</p> <ul style="list-style-type: none"> 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.
		<p>General meetings</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>42</p> <ul style="list-style-type: none"> All general meetings other than annual general meeting shall be called extraordinary general meeting.
<input type="checkbox"/>	<input type="checkbox"/>	<p>43</p> <ul style="list-style-type: none"> 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.
		<p>Proceedings at general meetings</p>



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<input type="checkbox"/>	<input type="checkbox"/>	44	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	45	<ul style="list-style-type: none"> The chairperson if any of the Board shall preside as Chairperson at every general meeting of the company.
<input type="checkbox"/>	<input type="checkbox"/>	46	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	47	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	48	<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>	49	<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>	50	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	51	<ul style="list-style-type: none"> A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
<input type="checkbox"/>	<input type="checkbox"/>	52	<ul style="list-style-type: none"> 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.



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<input type="checkbox"/>	<input type="checkbox"/>	53	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	54	<ul style="list-style-type: none"> Any business other than that upon which a poll has been demanded maybe proceeded with pending the taking of the poll.
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	55	<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	56	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>		
			<i>Proxy</i>
<input type="checkbox"/>	<input type="checkbox"/>	57	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	58	<ul style="list-style-type: none"> An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	59	<ul style="list-style-type: none"> A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is given Provided that no intimation in writing of such death insanity revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
<input type="checkbox"/>	<input type="checkbox"/>		
			<i>Board of Directors</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	60	<ul style="list-style-type: none"> The first directors of the company shall be-1. Kunal Seth 2. Mohd Abdullah Masood
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>		



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<input type="checkbox"/>	<input type="checkbox"/>	62	<ul style="list-style-type: none"> The Board may pay all expenses incurred in getting up and registering the company.
<input type="checkbox"/>	<input type="checkbox"/>	63	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	64	<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>	65	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	66	<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>	67	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	68	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	69	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> 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 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.
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> 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



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			so delegated conform to any regulations that may be imposed on it by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	72	<ul style="list-style-type: none"> 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 members present may choose one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	73	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	74	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	75	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	76	<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>	77	<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as or in place of chief executive officer manager company secretary or chief financial officer.
			The Seal
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> The Board shall provide for the safe custody of the seal. The seal of the company shall not be affixed to any



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		79	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
<input type="checkbox"/>	<input type="checkbox"/>	80	<ul style="list-style-type: none"> The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	81	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	82	<ul style="list-style-type: none"> The Board may before recommending any dividend set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall at the discretion of the Board be applicable for any purpose to which the profits of the company may be properly applied including provision for meeting contingencies or for equalizing dividends and pending such application may at the like discretion either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may from time to time think fit. The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve
<input type="checkbox"/>	<input type="checkbox"/>	83	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	84	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> 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



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			made payable to the order of the person to whom it is sent.
<input type="checkbox"/>	<input type="checkbox"/>	86	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	87	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	<input type="checkbox"/>	88	<ul style="list-style-type: none"> No dividend shall bear interest against the company.
			Accounts
<input type="checkbox"/>	<input type="checkbox"/>	89	<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>	90	<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>	91	<ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input type="checkbox"/>	92	•

Subscriber Details

S. No.	Subscriber Details
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	*Name, Address, Description and Occupation	DIN / PAN / Passport number	*Place	DSC	Dated
1	SHALIMAR CORP LIMITED THROUGH MOHD ABDULLAH MASOOD, A2/3, F.F., Safdarjung Enclave Delhi South Delhi DL 110029 IN, COMPANY, BUSINESS,	0*1*7*2*	LUCKNOW		05/09/2024
2	KUNAL SETH holding share in beneficial interest of Shalimar Corp Limited, 8/1, VIKRAMADITYA MARG HAZRATGANJ LUCKNOW UP-226001, INDIVIDUAL, BUSINESS	0*3*0*2*	LUCKNOW		05/09/2024

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
ACS	NANCY VERMA	NANCY VERMA D/O MADAN MOHAN VERMA R/O SECTOR J, E-III, HOUSE NO. 369, ALIGANJ LUCKNOW UP- 226024 OCCUPATION- PCS	3*1*7	LUCKNOW		05/09/2024

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SHALIMAR SKYLINE PRIVATE LIMITED

CIN- U68200DL2024PTC436557

A-2/3 F/F, SAFDARJUNG ENCLAVE, Nauroji Nagar, New Delhi, India, 110029
neha@shalimar.org, 11-40545075

LIST OF DIRECTORS AS ON 19.09.2024

S.NO	DIN	Full Name	Designation	Present residential address	Date of Appointment
1.	06360228	Kunal Seth	Director	8/1, Vikramaditya Marg, Hazratganj, Lucknow Uttar Pradesh India-226001	08/09/2024
2.	00157623	Mohd Abdullah Masood	Director	196-4, Gulistan E Tayyaba, Ram Lal Chakravarty Road, Near Balrampur Hospital, Golaganj, Aminabad Park Lucknow 226018, Uttar Pradesh, India	08/09/2024

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SHALIMAR SKYLINE PRIVATE LIMITED

CIN- U68200DL2024PTC436557

A-2/3 F/F, SAFDARJUNG ENCLAVE, Nauroji Nagar, New Delhi, India, 110029
neha@shalimar.org, 11-40545075

SHAREHOLDING AS ON 19.09.2024

S.No.	Name of the Shareholders	Address of the Shareholders	No. of Shares	Amount Per Share	% of Shareholding	Total Amount (in Rs)
1	SHALIMAR CORP LIMITED THROUGH MOHD ABDULLAH MASOOD, A2/3, F.F., Safdarjung Enclave Delhi South Delhi DL 110029 IN,	A2/3, F.F., Safdarjung Enclave, New Delhi Delhi South Delhi DL 110029 IN	4779999	10/-	99.99%	4,77,99,990
2	KUNAL SETH holding share in beneficial interest of Shalimar Corp Limited, 8/1, VIKRAMADITYA MARG HAZRATGANJ LUCKNOW UP- 226001,	8/1, Vikramaditya Marg HazratGanj, Lucknow, 226001, Uttar Pradesh	1	10/-	0.01%	10
	TOTAL		10,000		100%	4,78,00,000

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(Amended)



Government of India
Form GST REG-06
[See Rule 10(1)]

Registration Certificate

Registration Number :09AADC59234LIZU

1.	Legal Name	SHALIMAR CORP LIMITED			
2.	Trade Name, if any	M/S SHALIMAR CORP LIMITED			
3.	Additional trade names, if any				
4.	Constitution of Business	Public Limited Company			
5.	Address of Principal Place of Business	11TH FLOOR, SHALIMAR TITANIUM, SHALIMAR TITANIUM, VIBHUTI KHAND, GOMTI NAGAR, Lucknow, Uttar Pradesh, 226010			
6.	Date of Liability	01/07/2017			
7.	Date of Validity	From	01/07/2017	To	Not Applicable
8.	Type of Registration	Regular	 Validity unknown		
9.	Particulars of Approving Authority	Digitally signed by IAS GOODS AND SERVICES TAX NETWORK (G) Date: 2022.09.28 00:46:16 IST			
Signature					
Name					
Designation					
Jurisdictional Office					
9.	Date of issue of Certificate	28/09/2022			
Note: The registration certificate is required to be prominently displayed at all places of Business (Offices) in the State.					

This is a system generated digital Registration Certificate issued based on the deemed approval of application on 28/09/2022.



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Shalimar Skyline Private Limited





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Annexure A

Details of Additional Place of Business(s)

GSTIN 09AAADC S92341 1ZU
 Legal Name SHALIMAR CORP LIMITED
 Trade Name, if any M/S SHALIMAR CORP LIMITED
 Additional trade names, if any

Total Number of Additional Places of Business(s) in the State 6

- | Sr. No. | Address |
|---------|--|
| 1 | SHALIMAR GALLANT, MAHANAGAR, MAHANAGAR, MAHANAGAR, Lucknow, Uttar Pradesh, 226006 |
| 2 | SHALIMAR PARADISE, SHALIMAR PARADISE, LUCKNOW FAIZABAD ROAD, SAFEDABAD, Barabanki, Uttar Pradesh, 225003 |
| 3 | SHALIMAR MANNAT, MOHAMMAD PUR CHOWKI, Faizabad Road, Mohammad Pur Chowki, Faizabad Road, Barabanki, Uttar Pradesh, 225003 |
| 4 | MULTI LEVEL CAR PARKING, MULTI LEVEL CAR PARKING, Sector 38, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201301 |
| 5 | MADHUBAN BAPUDHAM AWASIYA YOJNA, MADHUBAN BAPUDHAM AWASIYA YOJNA, GOVINDPURAM, GOVINDPURAM, Ghaziabad, Uttar Pradesh, 201013 |
| 6 | Metro Pillar No 49, BHEL TOWER, PACKAGE -I, PLOT NO 25, Sector 16A, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201301 |

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GSTIN 09AADCS923411ZU
 Legal Name SHALIMAR CORP LIMITED
 Trade Name, if any M/S SHALIMAR CORP LIMITED
 Additional trade names, if any

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

1		Name	KHALID MASOOD
		Designation/Status	DIRECTOR
		Resident of State	Uttar Pradesh
2		Name	MOHD ABDULLAH MASOOD
		Designation/Status	DIRECTOR
		Resident of State	Uttar Pradesh
3		Name	KUNAL SETH
		Designation/Status	DIRECTOR
		Resident of State	Uttar Pradesh
4		Name	HARVINDER SINGH SARMA
		Designation/Status	DIRECTOR
		Resident of State	Uttar Pradesh
5		Name	TRISHA SINHA
		Designation/Status	DIRECTOR
		Resident of State	Uttar Pradesh
6		Name	BRAJESH NARAIN SETH
		Designation/Status	DIRECTOR
		Resident of State	Uttar Pradesh



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Shalimar Services Private Limited

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भागीदार का



निजीकरण परमाणु प्राधिकरण



नाम: **खालिद मसूद**
Khald Masood
जन्म तिथि/DOB: 25/09/1974
लिंग / GENDER: **पुरुष / MALE**



पता:
स्थिति: मसूद अस्पताल,
196-4, बलरामपुर अस्पताल
के पास, मोला गंज, अमीरबाद
पार्क, लखनऊ,
उत्तर प्रदेश - 226018

Address:
S/O. Masood Masood, 196-4, near
Balkaram Hospital, Gola Ganj,
Amirabad Park, Lucknow,
Uttar Pradesh - 226018

3923 7886 2895

3923 7886 2895

आधार-आम आदमी का अधिकार

Aadhaar-Aam Admi ka Adhikar

Khald Masood
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Shalimar Dyline Private Limited

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KHALED MABOOD
MABOOD AHMAD
24/09/1974
AGCPW0491P



Shalimar Skyline Private Limited



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PERMANENT ACCOUNT NUMBER
AFYPM3801N

नाम / NAME
MOHD ABDULLAH MASOOD

पिता का नाम / FATHER'S NAME
MASOOD AHMAD

जन्म तिथि / DATE OF BIRTH
19-08-1980

हस्ताक्षर / SIGNATURE

आयकर अधिकारी, लखनऊ
COMMISSIONER OF INCOME-TAX, LUCKNOW

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भारत सरकार
Government of India



मोहम्मद अब्दुल्लाह मसूद
Mohammad Abdullah Masood
जन्म तिथि / DOB : 15/05/1980
पुरुष / Male



3862 2308 9490

आधार - आम आदमी का अधिकार

Masood

Jbc



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[Signature]

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Masood



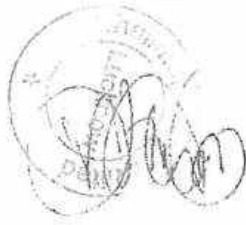
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 भारत सरकार
 Government of India

 पुराणक नाम
 Munal Saini
 भवन संख्या/DOB: 25/01/1993
 लिंग / GENDER
 MALE

9334 9204 5465

मेरा आधार, मेरी पहचान



भारतीय सार्वजनिक पहचान प्राधिकरण
 Unique Identification Authority of India

पता:
 आवास: सेजय सैनी 3/1,
 विक्रमसिंह मार्ग, हाज़रतगंज,
 लखनऊ, महानगर,
 उत्तर प्रदेश - 226001

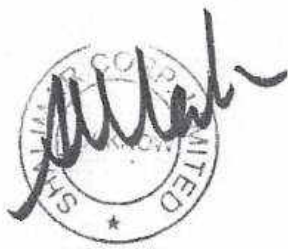
Address:
 S/O: Sanjay Saini, 3/1,
 Vikramaditya Marg, Hazratganj,
 Lucknow, U.P.,
 Uttar Pradesh - 226001

9334 9204 5465



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