

BLITZBAY DEVELOPERS PRIVATE LIMITED

Regd. Office: 12A Floor, Tower 2, M3M IFC, Sector-66, Gurugram-122101, Haryana
CIN: U68200HR2025PTC128551, Email: blitzbaydevelopers@gmail.com, Tel: 0124-6600000

To,

17/12/2025

Date:

The Technical Advisor,

U.P. Real Estate Regulatory Authority,

Naveen Bhawan, Rajaya Niyojan Sansthan,

Kala Kankar House, Old Hyderabad, Lucknow,

Uttar Pradesh.

Sub: Registration of project SMARTWORLD ES, application ID. No. 1798236

Sir,

We have applied for the registration of our subject project and received your letter No. 12746/U.P.RERA/TEC.CELL/2025-26 of date 13-12-2025, and letter No.1512258/U.P.RERA/PAR.PANJI. /2025-25 dated 15/12/2025, in response to the same, we are most respectfully submitting our clarification and supporting documents for your perusal and kind consideration:

Promoter details:

1. For query No.1, we are herewith submitting the Memorandum of Association, along with the Brief Profile of the company, and the same is annexed and marked as **Annexure-1.**
2. For query No.2, we are herewith submitting the DIN of all the directors, and the same are annexed and marked as **Annexure-2.**
3. For query No.3, it is submitted that the promoter company was incorporated in the year 2025. Accordingly, submission of ITR for three years of the Promoter's company was not possible, as general practise in the given case, the Hon'ble Authority seeks the ITR of the associate company/sister company/parent company. As Smartworld is an associate company, the ITR for FY-2022-23 & FY-2023-24 has been uploaded on the portal.

Project Details:

1. For query No.1, it is submitted that clear, readable, approved maps in all respective fields are uploaded on the portal.
2. For query No.2, it is submitted that the project inventory has been updated as directed on the portal.
3. For query No.3, it is submitted that the due premium instalment of 22/07/2025 has been paid, and the receipt of the same is annexed hereto and marked as **Annexure-3.**

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4. For query No.4, the Promoter wishes to place on record, with complete candour, that the consent letters uploaded on the Authority's portal were inadvertently included owing to a clerical/technical error during document compilation. The moment the inadvertence was noticed, the documents were immediately removed. The error is purely administrative, creates no substantive rights or obligations, and has no legal consequence upon the position of any Allottee.
5. For query No.5, the Promoter respectfully submits that Clauses 19.2, 19.3, and 19.4 have been read in isolation and not in the context of the statutory framework under which they operate. These clauses do not—either expressly or by implication—dilute, defer, or circumvent the protections conferred upon Allottees under the RERA Act, 2016, the UP RERA Rules, or any binding regulatory stipulation. The impugned

clauses merely articulate the regulatory reality that FAR is a government-controlled variable, susceptible to enhancement, rationalisation, or redistribution by statutory authorities over time.

The Promoter categorically reiterates that all construction shall be carried out strictly in accordance with the sanctioned plans, sanctioned FAR, and approvals issued by the Competent Authority. Any revision, enhancement, reallocation, or utilisation of FAR that triggers the requirement of prior Allottee consent under Applicable Laws shall be undertaken only after obtaining such consent, without exception. The Agreement cannot and does not purport to contract out of statutory requirements; any clause inconsistent with the statute stands automatically read down to the extent of such inconsistency.

The object of the clauses is not appropriation, but transparency—to signal that future regulatory accretions of FAR, if and when granted, may require proportionate adjustments to the development scheme. Such adjustments shall always be law-compliant, Allottee-sensitive, and subject to necessary approvals and consents. The Promoter submits that the language—though broad—is subservient to statutory constraints. Consequently, no prejudice is caused to any Allottee, and the clauses remain squarely within the four corners of the RERA regime.

However, as directed in the pre-meeting on 15/12/2025, the aforesaid clauses have been removed from the Agreement to Sub-Lease, and the

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revised proforma has been uploaded on the portal. The Promoter respectfully submits that the Model Agreement prescribed under the RERA framework has been adopted in its entirety, and all mandatory, non-negotiable, and statutory protections for Allottees have been retained without the slightest dilution. Any divergence from the Model Agreement pertains solely to Project-specific factual disclosures, Commercial particulars unique to the development, and Operational provisions necessitated by the phased nature of the project, as sanctioned by the Competent Authority. These variations do not in any manner modify, limit, restrict, or subordinate the rights of Allottees under the Act, and are consistent with the jurisprudence recognising that Model Agreements permit contextual, non-prejudicial enhancements. The Agreement, read holistically, is fully compliant with the RERA Act, the UPRERA Rules, and the mandated Model Agreement, ensuring that the Allottee's statutory entitlements remain fully preserved.

6. For query No.6, it is submitted that the interest of Rs. 19,969.80/- is the estimated future interest for the borrowings from financial institutions for the project development, the CA Certificate as desired is annexed hereto and marked as Annexure-4.

We hope that the above documents/submissions are in accordance with the satisfaction of the Hon'ble Authority, and most humbly request you to kindly grant the registration to our project and oblige.

Thanking you,

Sincerely yours,

For Blitzbay developers Private Limited

Authorised Signatory



Form No. INC-33



e-MOA (e-Memorandum of Association)

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

Form language

☒ English☐ Hindi

Refer instruction kit for filing the form

All fields marked in * are mandatory

* Table applicable to company as notified under schedule I of the Companies Act, 2013

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

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

BLITZBAY DEVELOPERS PRIVATE
LIMITED

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

Haryana

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

1.To engage in infrastructure development, Real Estate development, Developers & Project Management Association including civil, mechanical, electrical and all other types erection, commissioning projects project trading as well as consultant for execution of projects on turnkey basis.
2.. To purchase any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or Partnership Firm or Limited Liability Partnerships or through Collaboration Agreements and to develop and construct thereon residential, commercial complex or complex(es), multiplex(es), farmhouses, resorts, club either singly or jointly or in partnership as aforesaid, comprising offices for sale or self-use or for earning rental income thereon by letting out individual units comprised in such building(s).
3. To carry on the business of

infrastructure developers such as town planners, roads, auditorium, conference halls, amusement places, building, houses, flats, factories, dams, canals, tanks, reservoirs, cyphons, bridges, hydel, projects, power houses, tunnels, culverts, drains, channels, sewages, gardens and other pleasure grounds and all sorts of contract for local, municipal, state or Central Authorities, Government Departments or for any other persons, firms, or companies in India or abroad.

4. To purchase, collaborate, enter in to Joint Ventures, possess, hold and dispose off in any manner or mode any immovable property including industrial, commercial, residential, or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, Special Economic Zones anywhere within the Domain of India, to divide the same into suitable plots, and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and realize cost in lump sum or easy installments or by hire purchase system and otherwise.

5. To construct, execute, carryout, equip, support maintain, operate, improve, work, develop, administer, manage, control and superintend within or outside the country anywhere in the world all kinds of works, public or otherwise, buildings, houses and other constructions or conveniences of all kinds, which expression in this memorandum includes roads, railways, and tramways, docks, harbors, Piers, wharves, canals, serial runways and hangers, airports, reservoirs, embankments, irritations, reclamation, improvements, sewage, sanitary, water, gas, electronic light, power supply

works, and hotels, cold storages, warehouses, cinema houses, markets, public and other buildings and all other works and conveniences of public or private utility, to apply for purchase or otherwise acquire any contracts, decrease, concessions, for or in relation to the construction, execution, carrying out equipment, improvement, administration, or control of all such works and conveniences as aforesaid and to undertake, execute, carry out, dispose of or otherwise turn to account the same.

6. To build, construct, alter, acquire, convert, improve, explore, design, erect, establish, equip, develop, maintain, dismantle, pull down, remove or replace, search, survey, examine, test, inspect, locate, relocate, modify, own, operate, protect, promote, buy, sell, invest in, lease, sub-lease. Mortgage, hypothecate, let on hire, commercialize, handle, control, and to act as civil engineer(s), interior decorator(s), consultant(s), advisor(s), broker(s), supervisor(s), administrator(s), turnkey contractor(s), and manager(s), or otherwise deal in any land and/or building(s) in connection with the development and maintenance of colonies including integrated township(s), plotting, group housing, retail properties, guest houses, commercial projects including IT/ITES Park, Information Technology Park(s), Software Technology Park(s), Special Economic Zone(s) (SEZ).

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

1. To buy all kinds of plant, equipment, machinery, apparatus, tools, utensils, commodities, substances, articles and things necessary or useful for carrying on the objects of the Company.

2. To enter into agreement with any company or persons for obtaining by grant of license or on such other terms of all types, formulae and such other rights

and benefits, technical information, know-how and expert guidance and equipment and machinery and things mentioned herein above and to arrange facilities for training of technical personnel by them.

3. To establish, provide, maintain and conduct or otherwise, subsidize research laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on with all scientific and technical research, experiments and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing, subsidizing, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing the remuneration to scientific and technical professors and teachers and to award, scholarships, prizes, grants and bursaries to students and to encourage, promote and reward studies, researches, investigation, experiments, tests and inventions of any kind that may be considered likely to assist the objects of the Company.

4. To acquire by concession, grant, purchase, license or otherwise either absolutely or conditionally and either alone or jointly with buildings, machinery, plants, utensils, works, conveniences and such other movable and immovable properties of any description and any patents, trademarks, concessions, privileges, brevets, invention, licenses, protections and concessions conferring any exclusive or limited rights to any inventions, information which may seem necessary for any of the objects of the Company and to construct, maintain and alter any building or work, necessary or convenient for the business of the Company and to pay for such buildings, works,

property or rights or any such other property and rights purchased or acquired by or for the Company by shares, debentures, debenture stock, bonds or such other securities of the Company or otherwise and manage, develop or otherwise dispose of in such manner and for such consideration as may be deemed proper or expedient to attain the main objects of the Company.

5. Subject to the provisions of the Companies Act, 2013 to amalgamate with any other Company having objects altogether or in part similar to those of this Company.

6. To employ expert to examine and investigate into the conditions, prospects, value, character and circumstances of any business, concern or undertaking and generally of the assets, property or rights.

7. To import, buy take on hire or lease, exchange, alter, improve and manipulate all kinds of plant, machinery, apparatus, tools, utensils, substances, materials and things necessary or convenient for carrying on the main objects of the Company.

8. To send out to foreign countries, its Directors, employees or any other such person or persons for investigating possibilities of main business or for procuring and buying any machinery or establishing any trade connections or for promoting the interests of the Company or for education specialized training and to pay all expenses incurred in this connection.

9. To enter into any arrangement with any Government or Authorities Municipal, local or otherwise or any person or company in India or abroad, that may seem conducive to the objects of the company or any of them and to obtain from any such Government, Authority persons or company any rights privileges, charters, contracts,

licenses and concessions including in particular rights in respect of waterways, roads and highways, which the Company them and to obtain from any such Government, Authority persons or company any rights, privileges, charters, contracts, licenses and concessions including in particular rights in respect of waterways, roads and highways, which the Company may carry out, exercise and comply therewith.

10. To apply for and obtain any Order of Central/State or such other Authority for enabling the Company to carry on any of its objects into effect or for effecting any modifications of the Company constitution or any other such purpose, which may seem expedient and to make representations against any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interests.

11. To do all or any objects in any part of the world as principals, agents, contractors, and trustees or otherwise, either alone or in conjunction with others, and either by or through agents, to attain the main objects of the Company and all such other things as are incidental or as maybe conducive to the attainment of the objects or any of them.

12. To enter into partnership or into any arrangement for sharing profits, union of interests, cooperation, joint-venture, reciprocal concessions or otherwise with any person, or company carrying on or engaged in any business or transaction which this Company is authorized to carry on.

13. To open and operate an account or accounts with any individual firm or Company or with any Bank or Banks and to pay into and to withdraw money from such account or accounts and give any appropriate financial instructions

in connection with such account or accounts.

14. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any company, firms or person carrying on business which this Company is authorized to carry on or is possessed of rights suitable for the objects of this Company.

15. To acquire, buy and purchase all stocks in trade, trademarks and such other movable and immovable properties of all description, to achieve the main objects of the Company.

16. To acquire by concession, grant, purchase, rent, lease, license or otherwise, right of way buildings, machinery, farm, water rights and such other works, privileges, rights related thereto in connection with the main business of the Company.

17. To do all or any of the above things as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others and to do all such other things as are incidental or as may be conducive to the attainment of the objects or any of them.

18. To apply for, purchase or otherwise acquire any patents, copyright, brevets inventions, licenses and concessions conferring any exclusive or nonexclusive or limited rights to use any such other information as to any invention which may seem capable of being used for the main objects of the Company or the acquisition of which may seem directly or indirectly to benefit the Company and to use exercise, develop or grant licenses, the proprietary rights or information so acquired to attain the main objects of the Company.

19. To vest any movable or immovable property, rights or interests acquired by or

received or belonging to the Company in any person or persons or Company on behalf of or for the benefit of the Company.

20. To agree to refer to arbitration any dispute, present or future between the Company and any other Company, firm, individual or any other body and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign systems of law.

21. To engage any person, firm or Company for rendering professional, consultancy or advisory services to the Company and to remunerate any such person, firm or Company as may be thought expedient.

22. To open accounts with any bank or financial institution and to draw make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, hundies, bills of lading, warrants, debentures and such other negotiable or transferable instruments of all types and to buy the same.

23. Subject to the provisions of the Companies Act, 2013 including the rules and regulations made therein and the directions issued by Reserve Bank of India to borrow, raise or secure the payment of money or to receive money as loan, at interest for any of the objects of the company and at such time or times as may be expedient, by promissory notes, bills of exchange, hundies, bills of lading, warrants or such other negotiable instruments of all types or by taking credit in or opening current accounts or over-draft accounts with any person, firm, bank or company and whether with or without any security or by such other means, as may deem expedient and in particular by the issue of debentures or debenture stock perpetual or otherwise and in security for any such money so borrowed, raised or received and

of any such debentures or debenture stock so issued, to mortgage, pledge or charge the whole or any part of the property and assets of the Company both present and future, including its uncalled capital, by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off such securities provided that the Company shall not carry on the business of banking within the meaning of the Banking Regulation Act, 1949.

24. To guarantee the payment of moneys, borrowed by the or any other person, whether incorporated or not whether unsecured or secured by or payable in respect of promissory notes, bonds, debentures, debentures stocks, contracts, mortgages, charges, obligations, instruments and securities and to offer as security for any such money so borrowed, raised or received, the mortgage, pledge or charge of the whole or any part of the property, assets or revenue of the Company, present or future, including its uncalled capital and generally to guarantee or become surety for the performance of any contract or obligation in connection with business of the Company or any other person, whether incorporated or not.

25. To improve alter, manage, develop, exchange, mortgage, enfranchise and dispose of, any part of properties, assets and rights and the resources and undertakings of the Company, in such manner and on such terms as the Company may determine.

26. To engage any person, firm or Company for rendering professional, consultancy or advisory services to the Company and to remunerate any such person, firm or Company as may be thought expedient.

27. To remunerate any person or

company, for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business, subject to the provisions of the Companies Act, 2013.

28. To create any depreciation fund, reserve fund, sinking fund, provident fund, super-annuation fund or any other such special fund, whether for depreciations, repairing, improving, extending or maintaining any of the properties and assets of the Company or for redemption of debentures or redeemable preference shares, worker's welfare or for any other such purpose conducive to the interest of the Company.

29. To provide for the welfare of employees or ex-employees (including Directors and other officers) of the Company and the wives and families or the dependents or connections of such persons, by building or contributing to the building of houses, or dwellings or chawls or by grants of money, pensions, allowances, bonus or other such payments or by creating and from time to time, subscribing or contributing to provident fund and other associations, institutions, funds or trusts, and/or by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and such other attendances and assistance as the Company shall determine.

30. To make payments to or towards the insurance of any such persons as aforesaid and to do any of the matters aforesaid, either along or in conjunction with any such other Company as aforesaid.

31. To undertake and execute any trusts, the undertaking of which may seem desirable, either gratuitously or otherwise, for the attainment of the main objects of the Company.

32. To procure the incorporation,

registration or such other recognition of the Company in the Country, State or place outside India and to establish and maintain local registers and branch places of the main business in any part of the world.

33. To adopt such means of making known the business of the Company as may seem expedient and in particular by advertising over the internet or any other electronic media and also in print media 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 or organizing exhibitions.

34. The company would obtain approval of the concerned authorities to carry on the objects of the company and the matters which are necessary for furtherance of the objects of the Company as given in this memorandum of association wherever required.

35. To invest the funds of the Company not immediately required on or upon any investments or properties of whatsoever nature and whosoever situated including securities, flats, lands and buildings for the activities or use of the Company and to sell, call in, vary, exchange or transpose any investments or properties of the Company.

36. To act as selling agents, Sales Organizers as well as Consultants, Agents and advisers in all the respective branches and to act as facilitator/connector between the customer and the bank to fulfil Customer's Home Loan requirements and to do all such other things as are incidental or as may be 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

150000	Equity Share	Shares of	10	Rupees each	
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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:

☐ 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	AAWAM RESIDENCY PRIVATE LIMITED THROUGH VIJAY KUMAR AGGARWAL 41st Floor, Tower-1, M3M International Financial Center, Sector-66, Badshahpur Haryana 122101 Badshahpur Gurgaon India	0*1*0*7*	5000 Equity,0 Preference	VIJAY KUMAR AGGARWAL <small>Digitally signed by VIJAY KUMAR AGGARWAL Date: 2025.02.01 20:25:51 +05'30'</small>	01/02/2025
2	MANGLAM MULTIPLEX PRIVATE LIMITED THROUGH NITIN KHANNA Cabin-1, LGF, F-22, Sushant Shopping Arcade, Sushant Lok Phase - 1, Gurugram Haryana 122002 NA Gurgaon India	0*0*2*9*	35000 Equity,0 Preferenc	NITIN KHANNA <small>Digitally signed by NITIN KHANNA Date: 2025.02.01 20:25:26 +05'30'</small>	01/02/2025
3	SMARTWORLD DEVELOPERS PRIVATE LIMITED THROUGH CHHATER SINGH 12A Floor, Tower 2, M3M International Financial Center, Sect or-66 Gurugram Haryana 122002 NA Gurgaon India	0*7*7*8*	5000 Equity,0 Preference	CHHATER SINGH <small>Digitally signed by CHHATER SINGH Date: 2025.02.01 19:37:55 +05'30'</small>	01/02/2025
4	UNION BUILDMART PRIVATE LIMITED THROUGH AMIT RAJ 41st Floor, Tower-1, M3M International Financial Center, Sector-66 Badshahpur Haryana 122101 Badshahpur Gurgaon India	0*2*2*8*	5000 Equity,0 Preference	AMIT RAJ <small>Digitally signed by AMIT RAJ Date: 2025.02.01 20:13:49 +05'30'</small>	01/02/2025
Total shares taken			50000 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
FCS	ABNISH KUMAR	D-122, First Floor, Sector-7, Noida-2010301, ABNISH KUMAR & ASSOCIATES, THROUGH ITS Proprietor ABNISH KUMAR, COMPANY SECRETARY IN PRACTICE CP NO.14191	1*4*5	ABNISH KUMAR <small>Digitally signed by ABNISH KUMAR Date: 2025.02.01 23:07:44 +05'30'</small>	01/02/2025

7 Shri / Smt Of resident of

aged

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

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

G – a company limited by guarantee and having a share capital

H – a company limited by guarantee and not having share capital)

F - A COMPANY LIMITED
BY SHARES

The name of the company is

BLITZBAY DEVELOPERS
PRIVATE LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I	<ul style="list-style-type: none"> In these regulations the Act means the Companies Act 2013 the seal means the common seal of the company. 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- (a) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing (b) The number of members of the Company shall be limited to two hundred provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company they shall be treated as a single member. Provided further that (i) persons who are in the employment of the Company and (ii) 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 (c) prohibits any invitation to the public to subscribe for any securities of the Company.
			Share Capital and Variation of rights
<input type="checkbox"/>	<input type="checkbox"/>	II 1	<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

	2	<p>after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided one certificate for all his shares without payment of any charges or several 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"/> 	6	<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"/>	7	<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 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 be 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 subject to receiving at least fourteen days notice specifying the time or times and place of payment pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed at the discretion of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	14	<ul style="list-style-type: none">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.
<input type="checkbox"/>	<input type="checkbox"/>	15	<ul style="list-style-type: none">The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
<input type="checkbox"/>	<input type="checkbox"/>	16	<ul style="list-style-type: none">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.
<input type="checkbox"/>	<input type="checkbox"/>	17	<ul style="list-style-type: none">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.
<input type="checkbox"/>	<input type="checkbox"/>	18	<ul style="list-style-type: none">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
<input type="checkbox"/>	<input type="checkbox"/>	19	<ul style="list-style-type: none">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.
<input type="checkbox"/>	<input type="checkbox"/>	20	<ul style="list-style-type: none">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.
<input type="checkbox"/>	<input type="checkbox"/>	21	<ul style="list-style-type: none">The Board may decline to recognise any instrument of transfer unless a. the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 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 determineProvided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
			Transmission of shares
<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"/>	26	<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.
<input checked="" 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 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.
			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.
			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

		39	to capitalise any part of the amount for the time being standing to the credit of any of the companys reserve accounts or to the credit of the profit and loss accountor otherwise available for distribution and that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions. The sum aforesaid shall not be paid in cash but shall be applied subject to the provision contained in clause (iii) either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively paying up in full unissued shares of the company to be allotted and distributed credited as fully paid-up to and amongst such members in the proportions aforesaid partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B) A securities premium account and a capital redemption reserve account may for the purposes of this regulation be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
<input type="checkbox"/>	<input type="checkbox"/>	40	<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
			Buy-back of shares
<input type="checkbox"/>	<input type="checkbox"/>	41	<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.
			General meetings
<input type="checkbox"/>	<input type="checkbox"/>	42	<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"/>	43	<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.

			<i>Proceedings at general meetings</i>
<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.
			<i>Adjournment of meeting</i>
<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.
			<i>Voting rights</i>
<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.

<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"/>	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"/>	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"/>	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.
			Proxy
<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"/>	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"/>	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.
			Board of Directors
<input type="checkbox"/>	<input checked="" type="checkbox"/>	60	<ul style="list-style-type: none"> The below named persons shall be the first directors of the company. 1. Mr. Chhater Singh and 2. Mr. Sujeet Ranjan Tiwari
<input type="checkbox"/>	<input type="checkbox"/>	61	<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"/>	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"/>	70	<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"/>	71	<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

			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"/>	78	<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

		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"/>	85	<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

			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	<ul style="list-style-type: none">

Subscriber Details

S. No.	Subscriber Details
--------	--------------------

	*Name, Address, Description and Occupation	DIN / PAN / Passport number	*Place	DSC	Dated
1	AAWAM RESIDENCY PRIVATE LIMITED THROUGH VIJAY KUMAR AGGARWAL 41st Floor, Tower-1, M3M International Financial Center, Sector-66, Badshahpur Haryana 122101 Badshahpur Gurgaon India	0*1*0*7*	GURUGRAM	VIJAY KUMAR AGGARWAL Digitally signed by VIJAY KUMAR AGGARWAL Date: 2025.02.01 20:26:16 +05'30'	01/02/2025
2	MANGLAM MULTIPLEX PRIVATE LIMITED THROUGH NITIN KHANNA Cabin-1, LGF, F - 22, Sushant Shopping Arcade, Sushant Lok Phase - 1, Gurugram Haryana 122002 N A Gurgaon India	0*0*2*9*	GURUGRAM	NITIN KHANNA Digitally signed by NITIN KHANNA Date: 2025.02.01 20:25:03 +05'30'	01/02/2025
3	SMARTWORLD DEVELOPERS PRIVATE LIMITED THROUGH CHHATER SINGH 12A Floor, Tower 2, M3M International Financial Center, Sector-66 Gurugram Haryana 122002 NA Gurgaon India	0*7*7*8*	GURUGRAM	CHHATER SINGH Digitally signed by CHHATER SINGH Date: 2025.02.01 19:40:39 +05'30'	01/02/2025
4	UNION BUILDMART PRIVATE LIMITED THROUGH AMIT RAJ 41st Floor, Tower-1, M3M International Financial Center, Sector-66 Badshahpur Haryana 122101 Badshahpur Gurgaon India	0*2*2*8*	GURUGRAM	AMIT RAJ Digitally signed by AMIT RAJ Date: 2025.02.01 20:14:11 +05'30'	01/02/2025

Signed before me						
Name Prefix (ACA/FCA/ACS/FCS/ACMA/FCMA)	*Name of the witness	*Address, Description and Occupation	*DIN / PAN / Passport number / Membership	*Place	DSC	Dated
FCS	ABNISH KUMAR	D-122, First Floor, Sector-7, Noida- 2010301, A BNISH KUMAR & ASSOCIATES, THROUGH ITS Proprietor ABNISH KUMAR, COMPANY SECRETARY IN PRACTICE CP NO.14191	1*4*5	GURUGRAM	ABNISH KUMAR Digitally signed by ABNISH KUMAR Date: 2025.02.01 23:09:07 +05'30'	01/02/2025

BLITZBAY DEVELOPERS PRIVATE LIMITED

Regd. Office: 12A Floor, Tower 2, M3M IFC, Sector-66, Gurugram-122002, Haryana
CIN: U68200HR2025PTC128551, Email: blitzbaydevelopers@gmail.com, Tel: 0124-6600000

Company Brief : Blitzbay Developers Private Limited

Blitzbay Developers Private Limited (the *Company*) is a company registered under the Companies Act, 2013, with the Registrar of Companies, Delhi & Haryana.

The Company is responsible for ensuring project development and operational execution of a mixed-use land project at Plot No. H-07, Sector-98, Noida (the Plot). The primary objective is to deliver the project within stipulated timelines, while maintaining the highest quality standards in the industry.

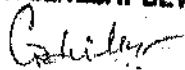
Proposed Development Scope

To offer a world-class experience to future occupants and stakeholders, the Company intends to incorporate a wide array of modern amenities, adopt cutting-edge construction and development technologies to enhance overall customer experience and operational efficiency.

The Proposed Project Components presently Includes:

- Retail Spaces
- Residential Units
- Recreational Amenities (e.g., Clubs)
- Service Apartments
- Or any other development as permitted

For M/s Blitzbay Developers Pvt. Ltd.
FOR BLITZBAY DEVELOPERS PVT. LTD.



Authorizing entity

Authorized Signatory

Ministry Of Corporate Affairs

Date : 15-12-2025 1:29:29 pm

Company Information

CIN	U68200HR2025PTC128551
Company Name	BLITZBAY DEVELOPERS PRIVATE LIMITED
ROC Name	ROC Delhi
Registration Number	128551
Date of Incorporation	17/02/2025
Email Id	blitzbaydevelopers[at]gmail[dot]com
Registered Address	12A Floor, Tower-2, M3M IFC, Sector-66, Badshahpur, Gurgaon, Badshahpur, Haryana, India, 122101
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)	15,00,000
Paid up Capital (Rs)	5,00,000
Date of last AGM	29/09/2025
Date of Balance Sheet	31/03/2025
Company Status	Active

Jurisdiction	
ROC (name and office)	ROC Delhi
RD (name and Region)	RD, Northern Region

Index of Charges

No Records Found

Director/Signatory Details

Sr. No	DIN/PAN	Name	Designation	Category	Date of Appointment	Cessation Date	Signatory
1	09727589	CHHATER SINGH	Director	Professional	17/02/2025	-	Yes
2	10874346	SUJEET RANJAN TIWARI	Director	Professional	17/02/2025	-	Yes

STATEMENT OF ACCOUNT

CENTRAL BANK OF INDIA
SOHROH SOHNA ROAD, GURGAON (HARYANA)
 MAIN ROAD
 NEAR BATA SHOW ROOM
 Branch E-mail : bmdelc3630@centralbank.co.in
 Branch Code : 3630

ANNEXURE-3

CKYC NO. : GSTIN:06AAACC2498P4Z4
BLITZBAY DEVELOPERS PRIVATE LIMITED
 12 A FLOOR TOWER 2
 M3M IFC SECTOR 66
 GURUGRAM
 122002

Account No. : 5769273911
Currency : INR

Product : CD-GEN-PUB-OTH-METRO-INR

Nomination:R Date : 22/07/2025 **Time :** 17:05:57 **E-mail :** ACXXXXXS@SMARTWORLDDEVELOPERS.COM
Cleared Balance : 50,30,571.11Cr **Uncleared Amount :** 0.00
Limit : 0.00 **Drawing Power :** 0.00 **Int. Rate :** 0.0000 % p.a.

Statement From 21/07/2025 **to** 22/07/2025 **Page No. : 1**

Value Date	Post Date	Details	Chq. No.	Debit	Credit	Balance
BROUGHT FORWARD :					7,77,835.29Cr	
21/07/25	21/07/25	BY TRF. RTGSRIPL SMARTWORLD TRF FROM 59116232661	-	30,00,00,000.00		30,07,77,835.29Cr
21/07/25	21/07/25	NEFT SRPL SMARTW CBINN62025072161	045621	5,900.00		30,07,71,935.29Cr
21/07/25	21/07/25	BANK COMMISSION	-	2.50		30,07,71,932.79Cr
21/07/25	21/07/25	GST	-	0.45		30,07,71,932.34Cr
22/07/25	22/07/25	BY TRF. RTGSRIPL SMARTWORLD TRF FROM 59116232661	-	14,50,00,000.00		44,57,71,932.34Cr
22/07/25	22/07/25	RTGS NEW OKHLA I CBINRS2025072210	045623	30,80,26,125.00		13,77,45,807.34Cr
22/07/25	22/07/25	BANK COMMISSION	-	49.50		13,77,45,757.84Cr
22/07/25	22/07/25	GST	-	8.91		13,77,45,748.93Cr
22/07/25	22/07/25	RTGS NEW OKHLA I CBINRS2025072210	045622	12,96,03,686.00		81,42,062.93Cr
22/07/25	22/07/25	BANK COMMISSION	-	49.50		81,42,013.43Cr
22/07/25	22/07/25	GST	-	8.91		81,42,004.52Cr
22/07/25	22/07/25	RTGS ITD CBINRS2025072210	045624	31,11,375.00		50,30,629.52Cr
22/07/25	22/07/25	BANK COMMISSION	-	49.50		50,30,580.02Cr
22/07/25	22/07/25	GST	-	8.91		50,30,571.11Cr

**CARRIED FORWARD :****50,30,571.11Cr****Page Summary****Dr.Count 12****Cr.Count 2****44,07,47,264.18****44,50,00,000.00**

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

***** END OF STATEMENT *** ** TOLL FREE NUMBER 18003030 ****



Cent mPassbook - Android



Cent mPassbook - iOS



Date: 15.12.2025

To

Uttar Pradesh Real Estate Regulatory Authority.

Naveen Bhawan, Rajya Niyojan Sansthan.

Kalakankar House, Old Hyderabad Lucknow - 226007

**Subject: - UP RERA Project – Smartworld ES District Gautam Buddha Nagar
Registration Application ID No- 1798236.**

**Reference: - CA certificate dated 17-10-2025 UDIN No 25543766BMJLVQ5849
issued for RERA registration of Smartworld ES in Blitzbay Developers Private
Limited.**

This is reference to the above-mentioned letter, this to certify that the company has not currently availed any construction funding or loans, but an interest provision of ₹ 199.69 Crores has been included in the estimated project cost. Based on the projected maximum loan amount of ₹ 696 Crores, we submit the following points for your kind consideration:

1. Deferred Payment Structure

The Expected payment plan to be offered to buyers includes a significant portion of the receivables being scheduled at the time of application for Occupancy Certificate (OC). Since inflow from sales is back-ended and construction cost outflow of the project is expected to be incurred during or before application of OC. This will create timing gap with respect to project cash flow requirement. This timing gap of cash flow estimated shall be filled through external interest accruing borrowings.

2. Reasonableness of the Estimated Interest Cost of Rs 199.69 Crores.

Estimated total construction and development cost of the project is Rs 1,526.30 Crores. Any shortfall in meeting estimated construction cost and estimated interest will be funded from borrowings and collection from sales.



Interest cost is calculated based on same quarterly financial targeted expenditure as submitted to RERA at interest rate of 9% p.a. + processing fee and it is expected to be Rs 199.69 Crore in light of consideration mentioned above.

Hope your good office find the above in order.

Thank you.

FOR BLITZBAY DEVELOPERS PRIVATE LIMITED

Thanking You

For, Pandey B & Company

Chartered Accountants

**BRIJ BIHARI
PANDEY** Digitally signed by
BRIJ BIHARI PANDEY
Date: 2025.12.15
13:05:46 +05'30'



CA Brij Bihari Pandey

Proprietor

M. No: 543766

Dated: 15.12.2025

Place: New Delhi

UDIN: 25543766BMJLZT8396