

ISSUE AGREEMENT

FOR INITIAL PUBLIC ISSUE

OF

KONTOR SPACE LIMITED

DATED 02, August, 2023

AMONGST

KONTOR SPACE LIMITED

(Issuer Company)

AND

**SRUJAN ALPHA CAPITAL ADVISORS LLP
(Lead Manager)**

भारतीय गैर न्यायिक
भारत INDIA

₹. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2023

CB 137981



प्रधान मुद्रांक कार्यालय, मुंबई
प.नं.वि.क्र. ८०००००४
18 JUL 2023
सक्षम अधिकारी

श्रीम. एल. एस. सांगळे

For KONTOR SPACE LIMITED

Director

ISSUE AGREEMENT BETWEEN SRUJAN ALPHA CAPITAL ADVISORS LLP, LEAD
MANAGER TO THE ISSUE AND KONTOR SPACE LIMITED, THE ISSUER COMPANY

This Agreement made at Mumbai on this 02, August 2023 by and between;

1. **KONTOR SPACE LIMITED**, a Company incorporated under the Companies Act, 2013 and having its registered office at Office No. A1 & B1, 9th Floor, Ashar IT Park Road Road No. 16 Z, Wagle Industrial Estate, Thane West, Maharashtra 400604 India (hereinafter referred to as "The Issuer Company"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

AND

2. **SRUJAN ALPHA CAPITAL ADVISORS LLP** having its registered office at 112A, Arun Bazar, Opp. Natraj Market S.V. Road, Near Bank of India, Malad (West) Mumbai-400064, Maharashtra, India and Corporate Address at 824 & 825, Corporate Avenue, Sonawala Rd, opposite Atlanta Centre, Sonawala Industry Estate, Goregaon, Mumbai, Maharashtra 400064 India (hereinafter referred to as "Lead Manager") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

For KONTOR SPACE LIMITED

Director



WHEREAS:

1. The Issuer is taking steps for the issue of up to 16,80,000 Equity Shares having face value of ₹ 10 - (Rupees Ten Each) (the said issue of specified securities hereinafter referred to as "The Issue");
2. The Issue shall be conducted through Fixed Price Issue pursuant to Regulation 250 and 253 of the SEBI (ICDR) Regulations, 2018,
3. The Issuer has approached the Lead Manager to manage the issue and the Lead Manager have accepted the engagement *inter-alia*, subject to the Issuer entering into an agreement for the purpose being these presents;
4. The agreed fees and expenses payable to the Lead Manager for managing the Issue are set forth in the Mandate/Engagement Letter.
5. Pursuant to Regulation 244 (5) of the SEBI (ICDR) Regulations, 2018 the Lead Manager is required to enter into this Agreement with the Company.

NOW, THEREFORE, the Issuer and the Lead Manager do hereby agree as follows:

SRUJAN ALPHA CAPITAL ADVISORS LLP will be acting as the Lead manager to the issue.

1. The Issuer hereby represents that: -
 - (a) it has complied with or agrees to comply with all the statutory formalities under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, the Companies Act, 1956 and/or the Companies Act 2013, as applicable and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "the Board") and other relevant statutes relating to an issue.
 - (b) All statements made in the draft offer document and the offer document shall be complete in all respects and shall be true and correct.
2. The Issuer in respect of the following matters hereby covenants that:-
 - (a) All necessary information shall be made available to the Lead Manager and that under no circumstances; it shall neither give nor withhold any information which is likely to mislead the investors.
 - (b) To furnish all documents to enable the lead manager(s) to corroborate the information given in the draft offer document/offer document have been provided/will be provided.
 - (c) To extend necessary facilities to Lead Manager to interact on any matter relevant to the issue with the solicitors or legal advisors, auditors, consultants, advisors to the issue, public financial institutions, scheduled commercial banks or any other organisation and any other intermediary associated with the issue.
 - (d) To provide details and particulars of statutory compliances which have to be fulfilled before the issue.
3. The Issuer shall ensure that all advertisements released in connection with the issue conform to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the Lead Manager from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate product and issue advertisements of the Issuer. The interviews by its promoters, directors, duly authorized employees or representatives of the Issuer, documentaries about the Issuer or its promoters, periodical reports and press releases issued by the Issuer or research report made by the Issuer, any intermediary concerned with the issue or their associates or at any press, brokers' or investors' conferences shall also conform to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.



4. The Issuer shall not, without the prior consent of the Lead Manager, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the issue such as advertising agencies, printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates or any other instruments, circulars, or advices.
5. The Issuer shall, whenever required and wherever applicable, in consultation with the Lead Manager, enter into an agreement with the intermediaries associated with the issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the Lead Manager.
6. The Issuer shall take such steps as are necessary to ensure completion of allotment and dispatch of letters of allotment/credit to demat accounts/refund/unblocking of funds to the applicants including non-resident Indians soon after the basis of allotment is approved by Designated Stock Exchange/s but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act as disclosed in the offer document.
7. The Issuer shall take steps to pay fees, Underwriting Commission and Brokerage to the underwriters, stock brokers, SCSBs, registered intermediaries, lead manager(s) etc. within the time specified in any agreement with such intermediaries or within a reasonable time.
8. The Issuer undertakes to furnish such information and details regarding the issue as may be required by the Lead Manager to enable them to file a report with the Board or place it on their websites.
9. The Issuer shall keep the Lead Manager informed if it encounters any problems due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of certificate, demat credit, making refunds unblocking of funds share/debenture certificates etc.
10. The Issuer shall not resort to any Legal Proceedings in respect of any matter having a bearing on the issue except in consultation with and after receipt of advice from the Lead Manager.
11. The Issuer shall refund/unblock the moneys raised in the issue of the applicants, if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The Issuer shall pay requisite interest amount if so required under the laws or direction or order of the Board.
12. Rights/ Obligations and certain terms of Lead Manager and the Issuer Company:

Lead Manager's Responsibilities:

The Lead Manager will provide the services described (or such variations as may subsequently be agreed in writing between both the parties) with reasonable skill and care, in accordance with the professional standard expected, and in a timely manner. The nature and content of any advice that is provided will necessarily reflect the specific scope and limitations of the engagement, the amount and accuracy of information provided by the Issuer Company, and the timescale within which the advice is required. The Lead Manager shall be entitled to rely on such information when performing obligations under the engagement. If general information or advice is provided, the applicability thereof will depend on the particular circumstances in which it is to be used (of which the either party might not be aware) and should be viewed accordingly.

In relation to any particular transaction, specific advice should always be sought and all material information related thereto should be provided.

The Issuer Company's Responsibilities:

In relation to all work for The Issuer Company, it is the responsibility of the Issuer Company's staff to provide with complete, accurate, timely and relevant information and to carry out any other obligations. In addition, the Issuer Company agrees to keep informed of any material developments or proposals relating to the business or operations, which may have a bearing on the engagement.



OTHER RESPONSIBILITIES & TERMS OF AGREEMENT:

Limitation of Liability:

The engagement deliverables will reflect a reasonable interpretation of the relevant statutes in India, there cannot be any guarantee or assurance that the relevant authorities will agree with analysis and conclusions. Therefore, the Lead Manager shall not be liable in case any penalty is levied on The Issuer Company as a result of reliance of engagement deliverables. The Lead Manager liability shall be limited solely to direct damages sustained as a result of the gross negligence or willful misconduct of their personnel in the performance of the services. Its total liability shall be limited to the fees actually paid for that part of the services giving rise to the liability. In no event shall the Lead Manager be liable to the Issuer Company or any third party for further damages or expenses.

Further, the Issuer Company also agrees to hold harmless, its directors and employees free from all actions, claims, proceedings, losses, damages, costs and expenses, whatsoever and however caused, incurred, sustained or arising, which Lead Manager, its Partners and employees may suffer, arising from, or in connection with, the provision of the services. This provision shall survive the termination of the engagement for any reason.

Conflict of Interest:

Subject to confidentiality restrictions set forth herein, the Lead Manager and its affiliates shall have the right to render similar services to any third parties, even if such parties are in competition with the Issuer Company.

Confidentiality:

The reports, letters, information and advice provided by the Lead Manager to the Issuer Company during this engagement are given in confidence solely for the purpose of this engagement and are provided on the condition that the Issuer Company undertakes not to disclose these, or any other confidential information made available to the Issuer Company by the Lead Manager during the course of work, to any third party (being a party other than those to whom the report, letter, information or advice is addressed) without prior written consent of the Lead Manager.

Termination/ Breach (its conditions and the consequences):

Services may be terminated by either party due to appropriate reasons, by notice in writing to the regular correspondence address of the other party marked to the appropriate Director or contact person. In the event of termination, fees and expenses incurred to the date of termination shall be payable by the Issuer Company to the Lead Manager.

Force Majeure:

Neither the Company nor the Lead Manager shall be liable in any way for failure to perform nor delay in performing, their respective obligations under this engagement, if the failure or delay is due to causes outside the reasonable control of the party which has failed to perform.

Entire Agreement:

This Engagement Letter contains the entire agreement of the parties hereto, is in lieu of all other compensation arrangements, and supersedes all prior understandings between Lead Manager and the Issuer Company with regard to the Services. The agreements herein may be changed only by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

Governing Law and Jurisdiction:

These terms of business shall be governed by and construed in accordance with the laws of India and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of Mumbai courts.





FOR KONTOR SPACE LIMITED

Kanak
Director

IN WITNESS WHEREOF the parties hereto have set their hands on this 02, August, 2023

For, KONTOR SPACE LIMITED

For KONTOR SPACE LIMITED

Kanak
Director

Kanak Mangal
Whole-time Director
DIN: 03582631



Witness 1.
Signature:

Shuchi

Shuchi Cooper
Name: Godrej Colony
Address: Vikroti (W) Mumbai

For, SRUJAN ALPHA CAPITAL ADVISORS LLP

Jinesh Doshi

Jinesh Doshi
Designated Partner
DPIN: 05229114



Witness 2.
Signature:

Namrata Joshi

Namrata Joshi
Name: Godrej Colony
Address: Vikroti (W), Mumbai

