

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

KONTOR SPACE LIMITED#

- i. The name of the Company is **KONTOR SPACE LIMITED#**
- ii. The Registered office of the Company will be situated in the State of **Maharashtra under the Jurisdiction of Registrar of Companies (ROC) Mumbai.**
- <sup>^</sup>iii (a) The objects to be Pursued by the Company on its incorporation are:
  1. To Offer Workspaces for Large Business, Independent Professional and Virtual Office.
  2. To provide workspace solutions including shared work space, co-working workspace, business centre services, office solutions, personal workstations, meeting rooms, conference rooms, virtual office, etc.
  3. To establish, operate, manage, control, wind up or otherwise deal in any manner with fully or partly furnished, staffed and equipped business centres comprising one or more individual offices, serviced office, commercial and residential accommodation and offering all ancillary business services related to the same.
  4. To provide incubation services, business planning services, formulating market strategies, providing full support in operationalizing business plans, including team building, providing strategic and operational guidance, marketing, promotion, training and development programmes to entrepreneurs, to process the development of strategic tie-ups with other incubators, corporates, research and development labs, industry associations to be able to provide comprehensive support to the incubates.
  5. To create web and mobile applications for commercial office space use and to provide a web based platform for just in time space reservations for co-working, meeting rooms, conference rooms, offices, desks, business centers and to create a virtual community to connect designers, builders and users for office and commercial space and sell products through a social network medium.

For KONTOR SPACE PVT. LTD.

  
KANAK MANGAL Director

<sup>(DIN-03582631)</sup> # The name of the company is amended from 'Kontor Space Private Limited' to 'Kontor Space Limited' consequent to conversion to a Public Company vide a Special Resolution passed by the Members in the Extraordinary General Meeting held on June 27, 2023 subject to other statutory approvals.

<sup>^</sup> The existing sub-clauses 1 to 4 under the Objects Clause iii (b) were shifted to the Objects Clause iii (a) vide a Special Resolution passed by the Members in the Extraordinary General Meeting held on June 27, 2023.

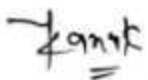
**S(b) Matter which is necessary for furtherance of the object specified in clause III (a) are:-**

1. To carry in India and abroad the business of rendering services in office space, construction, furnishing, running and management of business and also of operating, establishing, providing and managing e-commerce and m-commerce websites.
2. To carry on in India and abroad, the business of developing, designing, planning, executing, consultancy services or otherwise deal in, operate, provide and facilitate in any manner the entire range of information-technology enabled services, websites, mobile websites, web-enabled services, value-added services, establishment and operation of customer call centers, customer service centers, technical support centers, billing, payment processing, claims processing and document processing in support of and in furtherance of the above objects.

To exchange, sell, convey, assign or let on lease or leases or otherwise deal with the whole or any part of the Company's immovable property, and to accept as consideration for or in lieu thereof, other land or cash or Government security, or securities guaranteed by Government or partly the one and partly the other or such other property or securities as may be determined by the Company and to take back or require any property so disposed of by repurchasing or leasing the same for such price or prices or consideration and on such terms and conditions as may be agreed upon.

3. To build, construct, erect, equip, improve maintain alter, manage, purchase, hire sell, improve, develop, exchange, lease, mortgage, or otherwise acquire or provide buildings, offices, factories, workshop, laboratories, plant or machinery or other things necessary or for the purpose of carrying out the object of the Company and to dispose of, turn out to account, or otherwise deal with all or any part of the property and rights of the Company.
4. To acquire by purchase, lease, exchange or otherwise lands, buildings and hereditaments of any nature or description, and any estate or interest therein, and any rights over or connected with land, either to retain the same for the purpose of the Company's business or to turn the same to account as may seem expedient.
5. To purchase, take on lease or tenancy or in exchange, hire, renew or otherwise acquire and hold any estate or interest and to let or sub-let in whole or in part, develop, manage and exploit any lands, buildings, machinery, easements, rights, privileges, plant, stock-in-trade, business, concerns, options, contracts, claims, chooses-in-action and any real and personal property of any kind necessary or convenient for any business of the Company and either to retain the same for the purpose of Company's business or to turn the same to account as may seem expedient.

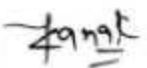
For KONTOR SPACE PVT. LTD.

  
KANAK MANGAL  
(DIN - 0358263)

Director

6. To acquire and undertake on any terms, whole or any part of the business, goodwill, assets, rights and liabilities of any person or Company.
7. To sell transfer or dispose of the business, property or undertaking of the Company or any part thereof for such consideration as the company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the Company.
8. To enter into partnership or into any agreement for sharing profits, union of interest, cooperation, joint venture, foreign collaboration, technical collaboration, shareholders agreement, memorandum of understanding or any agreement with JV partners, reciprocal concession or co-operation with any person or company and to subsidize, assist, cooperate or enter into any arrangements or agreements whatsoever with any such person or company in India or abroad.
9. To register, apply for, obtain, purchase or otherwise acquire, protect, prolong and renew any patents, patent rights, brevets, invention, process, trade-marks, trade secrets, scientific or technical or other assistance, manufacturing process, know-how and other information, design, patterns, copyrights, trademarks, licenses, concessions and the like rights or benefit or right to use, thereof on payment of any fee, royalty or other consideration and to use, exercise or develop the same and manufacture under or grant licenses in respect thereof or sell or otherwise deal with the same and to improve, manage, develop, grant rights or privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
10. To amalgamate with any other Company with objects all or any of which are similar to the objects of the Company or whose business is similar to the business or any part of the business of company, in any manner whatsoever (whether with or without a liquidation of the company).
11. To borrow or raise or secure the payment of money or to receive money on deposit at interest for any of the purposes of the company and at such time or times and in such manner as may be thought fit and in particular by the issue of debentures, perpetual or otherwise including debentures, convertible into shares of this or any other company or perpetual annuities and as security for any such money so borrowed, raised or received or of any such debentures so issued to mortgage, pledge or charge the whole or any part of the property, assets or revenue and profits of the company, present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or entrust, and to give the lenders powers of the sale and other power as may seem expedient and purchase, redeem and pay such securities, subject to the provisions of the Companies Act, 2013 and directives of the Reserve Bank of India.

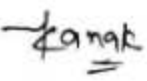
For KONTOR SPACE PVT. LTD.

  
KANAK MANGAL  
(DIN- 03582631)

Director

12. To acquire and hold shares, debentures, securities, which the Company is required to hold under any obligations of any Company, association or public undertaking or issued by any Government, municipal or local authorities and to sell or otherwise dispose of any such shares, debentures, bonds, obligations or securities.
13. To acquire and hold shares in any other company having objects altogether or in part similar to those of this Company and to appoint trustees to hold securities on behalf of and to protect the interest of the Company.
14. To advance, lend money with or without security to such person, firms or companies and on such terms as may seem expedient and in particular to members of the staff, customers and others having dealings with the Company and to guarantee performance of contract by any persons, firm or company.
15. To mortgage, hypothecate, pledge, charge, improve, manage, cultivate, develop, exchange, let or lease or otherwise sell, dispose of, turn to account, grant, rights and privileges in respect of or otherwise deal with all or any part of the property, whether moveable or immovable, of any description whatsoever and rights and other valuable securities of the Company.
16. To invest and deal with moneys of this company not immediately required in loans either with or without security, shares and securities and in such manners as may from time to time, be determined by the Board of Directors.
17. To pay out of the funds of the company all costs, charges and expenses, if any, incidental to the formation and registration of the company, and any company, promoted by the company, and the issue of the capital of the company and any such other company and of and incidental to the negotiations between the promoters and preliminary to the formation of the company and other pre-incorporation or preliminary and other expenses of and also all costs, charges, duties, impositions and expenses of and incidental to the accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the matters aforesaid.
18. To apply for recognition for import entitlements, drawbacks and exercise such other rights and privileges of an import for the above business.
19. To establish, provide, maintain and conduct or otherwise subsidise, research laboratories, experimental stations, workshop and libraries for scientific, industrial and technical research and experiments and to undertake and carry out research and investigations to process, improve and invent new and better techniques and methods
20. To adopt such means of making known the name and business of the Company as may seem expedient and in particular, by advertising in the press, public places, and theatres,

For KONTOR SPACE PVT. LTD.  
for the business of the Company

  
KANAK MANGAL  
(DIN-03582631)

Director

by radio, by television, by circulars, by publication of books, pamphlets, bulletins or particulars, by organising or participating in exhibitions and by granting prizes rewards and donations.

21. To enter into contracts, agreements and arrangements with any other person, firm, company or body corporate for the carrying out by such other person, firm, company or body corporate, on behalf of the company of any of the objects for which the Company is formed.
22. To apply for, promote and obtain any Act of Parliament, charter, privilege, concession, license or authorisation of any Government, State or municipality provincial order or licence or any authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the company or for effecting any modification of the constitution of the company and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interest of the company.
23. To draw, make, accept, endorse, discount, execute, issue, negotiate, assign, purchase, sell and otherwise deal in cheques, drafts, promissory notes, bills of exchange, hundies, debentures, bonds, bills of lading, railway receipts, warranties and other negotiable or transferable instruments.
24. To guarantee the payment of moneys unsecured or secured by or payable under or in respect of promissory notes, bonds, debenture-stock, contracts, mortgages, charges, obligations, instruments and securities of any company or of any person whatsoever whether incorporated or not incorporated and generally to guarantee or become surety for the performance of any contracts or obligations
25. Subject to the provisions of the Act, to pay for any property, rights, interest or benefits acquired by or for any services rendered to the company either in cash or fully or partly paid up shares, with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the company has power to issue, or by the grant of any right's or option, or partly in one mode and partly in another and generally on such terms as the Company may determine.
26. To aid pecuniarily or otherwise any association, body or movement, having for an object the solution, settlement, or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
27. To subscribe to or otherwise aid benevolent, charitable, national or other institutions, or objects of a public character or which have any moral or other claims to support or aid

For KONTOR SPACE PVT. LTD.

by the company by reason of the locality of its operations or otherwise to undertake schemes of rural development and/or to contribute or approve programmes of rural development,

Director

Kanak  
KANAK MANGAL  
(DIN-03582631)



28. To accept gift of property, shares or assets.
29. To place to reserve or to distribute as bonus shares amongst the members or otherwise to apply as the Company may from time to time think fit any monies received by way of premium on shares or debentures issued at premium by the company and any monies received in respect of forfeited shares and monies arising from the sale by the company of forfeited shares or from any other reserves.
30. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit persons who are or have been Directors of or who are or have been employed by or who are serving or have served the company or any Company which is subsidiary or associate of the Company or its predecessors in business or the dependents or connections of such persons and to grant pensions and allowances and to make payment towards insurance.
31. To enter into arrangements or agreement for rendering and obtaining technical services and/or technical collaboration or foreign collaborations required for the business of the company with individuals, firms or body corporate, whether in or outside India.
32. To undertake jobs on contract and to sub-let all or any contracts from time to time and upon such terms and conditions as may be thought expedient.
33. To do the above things either as principals, agents, consignors, consignees, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, subcontractors, trustees or otherwise and either alone or in conjunction with others.
34. Subject to the provision of the Act, to distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding-up.
35. To procure the company to be registered or recognised in any foreign country or place in the world.
36. To appoint agents or establish agencies or branches for the purchase and sale of goods of all descriptions dealt by the Company in India or elsewhere.
37. To establish branches or agencies furthering the business of the Company in India or elsewhere any company or companies having objects altogether or in part similar to those of this Company.
38. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstance of any business concerns and undertakings and of any assets, property or rights in which the Company will be interested for its business.
39. To guarantee or become liable for the payment of money or for the performance of any obligations and to transact business connected or ancillary to the main objects.

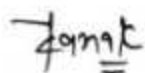
For KONTOR SPACE PVT. LTD.

Director

Kanak  
KANAK MANGAL  
(DIN- 03582631)

40. To draw, make, endorse, execute, issue, discount, buy, sell and deal in bills of exchange, promissory notes, hundies, bills of lading, warrants, coupons, import entitlements and other negotiable or transferable securities or documents in course of Company's business.
41. To arrange or undertake the sale, purchase or advertise for sale, purchase, assist in selling or purchasing and find or introduce, purchasers or vendors of property belonging to the Company and to let any portion of any premises for residential trade or business purposes or other private or public purposes and to collect rents and income and to supply to tenants and occupiers and other refreshments, clubs, public halls, messengers, lights, waiting rooms, lavatories, laundry conveniences, electric conveniences, garage and other advantages.
42. To undertake the payment of all rents and the performance of all covenants, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or be otherwise acquired by the Company.
43. To sell or dispose of for cash or on credit or to contract for the sale and future delivery of, or to send for sale to any part of India or abroad, all the articles and things and also all other products or produce whatsoever of the Company.
44. To acquire, establish and provide or otherwise arrange for transport of any kinds for the purposes of the business of the Company and to construct any lines or works in connection therewith and work the same by steam, gas, oil, electricity or other fuel for power.
45. To undertake any advisory, accountancy, technical and management consultancy or similar work and to take part in supervision or control of the business or operation of any other Company or undertaking in which the Company is interested, to achieve the objects of the Company.
46. To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or corporation carrying on any business which this Company is authorised to carry on or possessed of any property or rights suitable for the purposes of the Company and to carry on or liquidate and wind up such business.
47. To provide for the welfare of Directors or persons in the employment of the Company or formerly engaged in any business acquired by the Company and the wives, widows and families or dependents of such persons by grants of moneys, pensions or other payments and by establishing and supporting or siding in the establishment and support of associations, institutions, funds, trusts, conveniences and providing or subscribing towards places of any recreation and hospitals, dispensaries, medical and other attendance and other assistance, as the Company shall think fit and to form, subscribe to

For KONTOR SPACE PVT. LTD.



Director

KANAK MANGAL  
(DIN-03582631)

or otherwise aid benevolent, religious, scientific, national, social, public or other institutions or objects, or any exhibitions, which shall have any moral or other claims to support or aid by the Company by reason of the locality of its operation or otherwise.

48. To enter into any agreement with any Government or authorities, Municipal, Local or otherwise that may seem conducive to the Company's activities or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable or expedient to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
49. To enter into any partnership or joint venture any arrangement for sharing profits and losses, union of interest, joint ventures, reciprocal concession or otherwise with any person or persons, firm or concern or corporation carrying on or engaged in or about to carry on or engage in any business or enterprise which this Company is authorised to carry on to be expedient for the purpose of this Company and to take or otherwise acquire and hold shares or stock in or securities of and to subsidise or otherwise assist any such company and to sell, hold, reissue with or without guarantee or otherwise deal with such shares, stock or securities.
50. To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company shall consider to be preliminary including therein the cost of advertising, commissions for underwriting, professional and legal charges, brokerage, printing and stationery and expenses attendant upon the formation of agencies and local bodies.
51. To lend surplus or other money to such persons and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to give any guarantee or indemnity as may seem expedient but not to do any banking business as described in Banking Regulation Act, 1949.
52. To promote any company or companies having similar objects for the purposes of acquiring all or any of the properties, rights and liabilities of this Company.
53. To insure any of the properties, undertakings, guarantees or obligations of the Company of every nature and kind in any manner whatsoever.
54. To create any depreciation fund, reserve fund, sinking fund, insurance fund whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for redemption of debentures or redeemable preference shares or for any other purpose whatsoever conducive to the interest of the Company.

For KONTOR SPACE PVT. LTD.

55. To establish and maintain local registers, agencies and branches, places of business and procure the Company to be registered, or recognised and carry on business in any part of the world.

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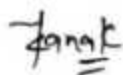
Director

KANAK MANGAL  
(DIN- 03582631)



56. To adopt such means of making known the business of the Company as may seem expedient or convenient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, awards and donations.
57. To undertake and execute any trusts the undertaking whereof may seem desirable or expedient and either gratuitously or otherwise.
58. Upon any issue of shares, debentures, or other securities of the Company, to employ brokers, commission agents and underwriters and to provide the remuneration; of such persons for their services by payment in cash, or by the issue of shares, debentures or other securities of the Company, or by the granting of options to take the same or in any other manner allowed by law.
59. To refer and or to agree to refer any claim, demand, dispute by or against the Company, or in which the Company is interested or concerned and whether between the Company and the members of his or their representative or between the Company and third parties, to arbitration in India or at any place out of India, and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
60. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with scientific research, trade, industry or commerce generally and particularly with the business and activities of the Company including any association, institution, or fund for the protection of the interest of masters, owners, and employers against loss by bad debts, accidents, or otherwise.
61. To dedicate present or otherwise dispose of, either voluntarily or for value any property of the Company deemed to be of national, public or local interest, to any national trust, public body, museum, corporation or authority or any trustees for or on behalf of any of the same or of the public.
62. To place, to reserve, or to distribute as bonus shares among the members or otherwise to apply as the company may from time to time think fit, any moneys of the Company including moneys received by way of premiums on shares or debentures issued at a premium by the Company and any moneys received arising from the sale by the Company of forfeited shares as permissible under the Companies Act, 2013.
63. To take or concur in taking all such steps and proceedings as may seem best calculated to uphold and support the credit of the Company and to obtain and justify public confidence and to avert or minimise financial or other disturbance, which might affect the Company.

For KONTOR SPACE PVT. LTD.



Director

64. To establish and operate franchising chain for franchising the brand name, marketing

KANAK MANGAL

(DIN. 03582631)

and management for hotels, motels, resorts, entertainment plazas, restaurants, coffee bars, taverns, bars, food & beverages, general entertainment, amusement houses, games and video parlours, drama halls, club houses, guest houses.

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

\*v. The Share Capital of the Company is Rs.7,00,00,000/- (Rupees Seven Crores Only) divided into 70,00,000 (Seventy Lakhs) Equity Shares of Rs.10/- (Rupee Ten Only) each.

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, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

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*\*The above Clause v have been altered vide Ordinary Resolution passed by the Members of the Company in their Extraordinary General Meeting held on March 10, 2023*

*§ The existing sub-clauses 1 to 4 under the Objects Clause iii (b) were shifted to the Objects Clause iii (a) and the existing sub-clauses 5 to 68 under the Objects Clause iii (b) are renumbered as sub-clauses 1 to 64 vide Special Resolution passed by the Members of the Company in their Extraordinary General Meeting held on June 27, 2023*

For KONTOR SPACE PVT. LTD.

 Director

KANAK MANGAL

(DIN-03582631)

Subscriber Details							
S.No.	Name, Address, Description and Occupation		DIN/PAN/Passport Number	No. of shares taken		DSC	Dated
1	Prince Madanlal Goyal Flat No. 10, Second floor, Prabha CHS, R.B. Mehta Marg, Above Canara Bank, Ghatkopar East, Mumbai-400077 Occupation: Business		AGXPG1561D	600000	Equity	PRINCE MADAN LAL GOYAL	16/01/18
2	Shaily Prince Goyal Flat No. 10, Second floor, Prabha CHS, R.B. Mehta Marg, Above Canara Bank, Ghatkopar East, Mumbai 400077 Occupation: Business		01410311	600000	Equity	SHAILY PRINCE E GOYAL	16/01/18
3	Princy Prince Goyal Flat No. 10, Second floor, Prabha CHS, R.B. Mehta Marg, Above Canara Bank, Ghatkopar East, Mumbai 400077 Occupation: Not Applicable		08014647	600000	Equity	PRINCE Y GOYAL	16/01/18
4	Sanjaykumar kailashchandra Gupta Royal A 1303, Neelkanth Palms, Ghodbundar Road, Thane 400610 Occupation: Business		07762680	200000	Equity	SANJAY KUMAR KAILASH CHANDR A GUPTA	16/01/18
Total Shares taken				2,000,000	Equity		
				0.00			

Signed before Me						
Name	Address, Description and Occupation		DIN/PAN/Passport Number/ Membership Number	DSC	Dated	
ACS	ANJALI BALDEOPRASAD MAHULE	B/H ARYA SAMAJ, GITANJALI SQ. C A ROAD Occupation: Practicing Company Secretary	51903	ANJALI BALDE OPRAS AD MAHUL E	16/01/18	

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]

Table - F as notified under schedule I of the companies Act, 2013 is  
applicable to the company

**KONTOR SPACE LIMITED#**

A COMPANY LIMITED BY SHARES

The following Articles of Association were adopted pursuant to shareholders resolution passed at the Extraordinary General Meeting of the Company held on June 27, 2023 in substitution for and to the entire exclusion of, the earlier Articles of Association of the Company.

**Interpretation**

I. In the interpretation of these Articles, the following expressions shall have the following meanings, unless repugnant to the subject or context: -

(1) In these regulations -

- A. "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.
- B. "Articles" means these Articles of Association of the Company or as altered from time to time.
- C. "Annual General Meeting" or "AGM" means a General Meeting of members held in accordance with the provisions of section 96 of the Act.
- D. "Board of Directors" or "Board", means the collective body of the Directors of the Company.
- E. "Beneficial Owner" shall mean the beneficial owner as defined in clause (a) of Sub-section (1) of Section 2 of the Depositories Act, 1996.
- F. "Bye-Laws" means bye-laws made by the Depository under Section 26 of the Depositories Act.
- G. "Company" means KONTOR SPACE LIMITED#
- H. "Depository Act" means the Depositories Act, 1996 and shall include any statutory modification(s) or re-enactment thereof, for the time being in force.
- I. "Depository" shall have the meaning as defined in clause (c) of sub-section (1) of section 2 of the Depositories Act, 1996.
- J. "Extra Ordinary General Meeting" or "EGM" means a General Meeting of members of the Company other than AGM held in accordance with the provisions of the Act.
- K. "Financial Year" shall mean the period from 1st day of April to 31st March.
- L. "General Meeting" means the meeting of the members of the Company.

For KONTOR SPACE PVT. LTD.

*Kanak*

KANAK MANGAL

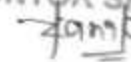
(DIN-03582631)

Director

# The Name of the Company is amended from 'Kontor Space Private Limited' to 'Kontor Space Limited' consequent to conversion to a Public Company vide a Special Resolution passed by the

- M. "Independent Director" means an Independent Director who satisfies the requirements of being qualified as an independent Director as set out in Section 149 and other provisions of the Act and the Rules made thereunder.
- N. "Interested Director" means a Director who is in any way, whether by himself or through any of his relatives or firm, body corporate or other association of individuals in which he or any of his relatives is a partner, director or a member, interested in a contract or arrangement, or proposed contract or arrangement, entered into or to be entered into by or on behalf of a company.
- O. "Key Managerial Personnel" means (i) the chief executive officer or the managing director or manager of the Company; (ii) the company secretary; (iii) the whole-time director; (iv) the chief financial officer; (v) such other officer as may be prescribed.
- P. "Month" means English calendar month.
- Q. "Member(s)" or "Shareholder(s)" means the duly registered holder(s) from time to time of the shares of the Company and includes the Subscribers to the Memorandum of Association of the Company and the beneficial owner (s) under Section 2 of the Depositories Act, 1996.
- R. "Managing Director" means a director who, by virtue of the articles of a company or an agreement with the company or a resolution passed in its general meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the company and includes a director occupying the position of managing director, by whatever name called.
- S. "Manager" means an officer, including a Director of the Company who has the management of the whole, or substantially the whole, of the affairs of the Company, subject to the superintendence, control and direction of the Board of Directors.
- T. "Memorandum" means the Memorandum of Association of the Company.
- U. "Office" means the Registered Office of the Company for the time being in force.
- V. "Ordinary and Special Resolution" shall have the meaning assigned to these terms under section 114 of the Act.
- W. "Proxy" means an instrument whereby any person is authorized to attend the Meeting for a member and to vote in the event of poll and also includes attorney duly constituted under a power of attorney.
- X. "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
- Y. "Register" means the Register of Members to be kept pursuant to Section 88 of the Companies Act, 2013.
- Z. "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act and notified in the official gazette.
- AA. "Section" or "Sec" means Section of the Companies Act, 2013.
- BB. "Securities" means the securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956.
- CC. "Seal" means the common seal of the Company.

For KONTOR SPACE PVT. LTD.

  
KANAK MANGAL Director  
(DIN- 03582631)



DD. "Writing" shall include printing and lithography and any other mode or modes representing or reproducing words in a visible form or partly one and partly other.

Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be or any statutory modification thereof in force. The headings and titles herein are used for convenience of reference only and shall not affect the construction of these Articles. Unless the context thereof otherwise requires, reference to any statute, rules, ordinances or other law shall be deemed to include any amendment, replacement or modification thereof. The company is a 'Public Company' as defined under the provisions of Section 2 (71) of the Companies Act, 2013 which- a) is not a private company, and b) has a minimum paid-up share capital as may be prescribed:

Provided that a company which is a subsidiary of a company, not being a private company, shall be deemed to be public company for the purposes of this Act even where such subsidiary company continues to be a private company in its articles.

#### Share Capital and Variation of rights

- II. 1 (i) 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.
- 2 (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,-
- (a) one certificate for all his shares without payment of any charges; or
- (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall specify the shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders
- 3 (i) 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.

For KONTOR SPACE PVT. LTD.



Director

KANAK MANGAL  
(DIN-03582631)

- 4 Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- 5 (i) 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.
- (ii) 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.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
- 6 (i) 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.
- (ii) 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.
- 7 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
- 8 Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

#### Lien

- 9 (i) The company shall have a first and paramount lien-
- (a) 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
- (b) 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:

For KONTOR SPACE PVT. LTD.

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Director

KANAK MANGAL

(DIN-03582831)

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.

- (ii) 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.
- 10 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-
- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
- 11 (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 12 (i) 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.
- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

**Calls on shares**

- 13 (i) 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.
- (ii) 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.
- (iii) A call may be revoked or postponed at the discretion of the Board.
- 14 A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
- 15 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

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(DIN-03582631)

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- If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.
- The Board shall be at liberty to waive payment of any such interest wholly or in part.

17

- (i) 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.
- (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18

The Board-

- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; 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

19

- (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20

- i) The Board may, subject to the right of appeal conferred by section 58 decline to register-
- ii) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- iii) any transfer of shares on which the company has a lien.

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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 56;
- (b) 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; and
- (c) the instrument of transfer is in respect of only one class of shares.

For KONTOR SPACE PVT. LTD.

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KANAK MANGAL

(DIN- 0358263)

Director

- 22 On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

**Transmission of shares**

- 23 (i) 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
- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
- 24 (i) 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-
- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
- 25 (i) 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.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
- 26 A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

For KONTOR SPACE PVT. LTD.

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KANAK MANGAL  
(DIN- 03582631)

Director

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.




27—In case of a One Person Company—

*Article 27 is not applicable to the Company*

**Forfeiture of shares**

- 28 If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
- 29 The notice aforesaid shall-
- name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
  - state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
- 30 If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
- 31 (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
- 32 (i) 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.
- (ii) 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.
- 33 (i) 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;
- (ii) 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;

For KONTOR SPACE PVT. (P)D.

  
KANAK MANGAL  
(DIN- 03582631)

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The transferee shall thereupon be registered as the holder of the share; and

The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

- 34 The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### Alteration of capital

- 35 The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

- 36 Subject to the provisions of section 61, the company may, by ordinary resolution,-

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

- 37 Where shares are converted into stock,-

- (a) 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.

- (b) 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.
- (c) 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 "stockholder" respectively.

- 38 The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,-

- (a) its share capital;
- (b) any capital redemption reserve account; or
- (c) any share premium account.

For KONTOR SPACE PVT. LTD

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Director

KANAK MANGAL  
(DIN- 03582631)

**Capitalisation of profits**

- 39 (i) The company in general meeting may, upon the recommendation of the Board, resolve-
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and
  - (b) 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.
- (ii) 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-
- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
  - (B) 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;
  - (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
  - (D) 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;
  - (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
- 40 (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall-
- (a) 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
  - (b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power-
- (a) 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
  - (b) 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;

For KONTOR SPACE PVT. L

  
KANAK MANGAL  
DIN- 03582031

Director

- (iii) Any agreement made under such authority shall be effective and binding on such members.

#### Buy-back of shares

- 41 Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

#### General meetings

- 42 All general meetings other than annual general meeting shall be called extraordinary general meeting.
- 43 (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

#### Proceedings at general meetings

- 44 (i) 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.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
- 45 The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
- 46 If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
- 47 If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

48 — In case of a One Person Company —

*Article 48 is not applicable to the Company*

#### Adjournment of meeting

- 49 (i) 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.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

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Kanak

KANAK MANGAL

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- (iii) 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.
- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### Voting rights

- 50 Subject to any rights or restrictions for the time being attached to any class or classes of shares,-
- (a) on a show of hands, every member present in person shall have one vote; and
  - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
- 51 A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
- 52 (i) 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.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 53 A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
- 54 Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
- 55 No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
- 56 (i) 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.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

#### Proxy

- 57 The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

For KONTOR SPACE PVT. LTD.

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Director

KANAK MANGAL  
(DIN - 0358263)



- 58 An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
- 59 A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is 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

- 60 The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

First Directors of the Company:

1. Ms. Shaily Prince Goyal
2. Ms. Princy Prince Goyal

- 61 (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (ii) 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-
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
  - (b) in connection with the business of the company.

- 62 The Board may pay all expenses incurred in getting up and registering the company.

- 63 The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

- 64 All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

- 65 Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

For KONTOR SPACE PVT. LTD.

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KANAK MANGAL  
(DIN- 03582631)

Director

- 66 (i) 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.

- (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

#### Proceedings of the Board

- 67
- The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
  - A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
- 68
- (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
- 69
- The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
- 70
- (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (ii) 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.
- 71
- (i) 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.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
- 72
- (i) A committee may elect a Chairperson of its meetings.
- (ii) 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.
- 73
- (i) A committee may meet and adjourn as it thinks fit.
- (ii) 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.

For KONTOR SPACE PVT. LTD.

Kanak

KANAK MANGAL  
(DIN- 03582631)

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- All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

- 75 Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
- ~~76 i. In case of a One Person Company—  
ii. 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;  
iii. such minutes book shall be signed and dated by the director;  
iv. the resolution shall become effective from the date of signing such minutes by the director.~~

*Article 76 is not applicable to the Company*

**Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer**

- 77 Subject to the provisions of the Act,-
- (i) 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;
  - (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer
- 78 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**

- 79 (i) The Board shall provide for the safe custody of the seal.
- (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence

**Dividends and Reserve**

For KONTOR SPACE PVT. LTD. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

*Kanak*  
**Director** 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.

KANAKMANGAL  
(DIN- 03582631)

- 82 (i) 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.
- (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- 83 (i) 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.
- (ii) 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.
- (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
- 84 The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
- 85 (i) 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.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- 86 Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
- 87 Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
- 88 No dividend shall bear interest against the company.

For KONTOR SPACE PVT. LTD.

*Kanak*

**Accounts**

89 Director

KANAK MANGAL  
(DIN - 03582631)

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.

- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

#### Winding up

- 90 Subject to the provisions of Chapter XX of the Act and rules made thereunder-
- (i) 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.
  - (ii) 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.
  - (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

#### Indemnity

- 91 Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

#### Others

- 92 None

For KONTOR SPACE PVT. LTD \* \* \* \*

Kanak

Director

KANAK MANGAL

(DIN-03582631)



Subscriber Details					
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	Prince Madanlal Goyal Flat No. 10, Second floor, Prabha CHS, R.B. Mehta Marg, Above Canara Bank, Ghatkopar East, Mumbai 400077 Occupation: Business	AGXPG1561D	Mumbai	PRINCE MADANLAL GOYAL <small>Digitally signed by PRINCE MADANLAL GOYAL Date: 2018.01.16 15:38:19 +05'30'</small>	16/01/2018
2	Shaily Prince Goyal Flat No. 10, Second floor, Prabha CHS, R.B. Mehta Marg, Above Canara Bank, Ghatkopar East, Mumbai 400077 Occupation: Business	01410311	Mumbai	SHAILY PRINCE GOYAL <small>Digitally signed by SHAILY PRINCE GOYAL Date: 2018.01.16 15:38:19 +05'30'</small>	16/01/2018
3	Princy Prince Goyal Flat No. 10, Second floor, Prabha CHS, R.B. Mehta Marg, Above Canara Bank, Ghatkopar East, Mumbai 400077 Occupation: Not Applicable	08014647	Mumbai	PRINCY GOYAL <small>Digitally signed by PRINCY GOYAL Date: 2018.01.16 15:38:19 +05'30'</small>	16/01/2018
4	Sanjaykumar kailashchandra Gupta Royal A 1303, Neelkanth Palms, Ghodbundar Road, Thane 400610 Occupation: Business	07762680	Mumbai	Sanjaykumar Kailashchandra Gupta <small>Digitally signed by Sanjaykumar Kailashchandra Gupta Date: 2018.01.16 15:38:19 +05'30'</small>	16/01/2018

Signed Before Me

Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated
ACS ANJALI BALDEOPRASAD MAHULE	B/H ARYA SAMAJ, GITANJALI SQ. C A ROAD Occupation: Practicing Company Secretary	51903	Mumbai	ANJALI BALDEOPRASAD MAHULE <small>Digitally signed by ANJALI BALDEOPRASAD MAHULE Date: 2018.01.16 15:38:19 +05'30'</small>	16/01/2018

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