

महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९५
- 3 MAR 2022
सक्षम अधिकारी

श्री. दि. ज. गवई

This Stamp paper is integral
part of Share transfer Deed entered
on 4th April 2022 between Kanak
Mangal and Princy Loyal.

Kanak

Princy Loyal

SHARE TRANSFER DEED

This **Share Transfer Deed** ('Deed') is entered into on this 04th April , 2022 ('**Execution Date**') by and amongst:

- 1) Ms. Princy Prince Goyal , (PAN: BULPG0940H) & Major Shareholder of Kontor Space Private Limited (defined below) residing at Prabha CHS , Flat No 10, R B Mehta Marg, Ghatkopar East, Mumbai -400077 (hereinafter referred to as "Seller" which expression, unless repugnant to the context or meaning thereof, shall include his heirs, successors and permitted assigns);

AND

- 2) Mr. Kanak Mangal, (PAN: BEWPM0022H) residing at 203, Anish Heritage , 408 Indrapuri Colony , Bhawarkua Square , Indore -452001 (hereinafter referred to as "Purchaser" which expression, unless repugnant to the context or meaning thereof, shall include his heirs, successors and permitted assigns);

The Seller, and the Purchaser are hereinafter individually referred to as a "Party" and collectively as the "Parties".

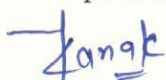
WHEREAS:

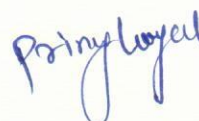
- A. The Seller is the absolute owner of the shares of Kontor Space Private Limited ("**Company**"), incorporated vide certificate of incorporation dated 17th January 2018 under the provisions of the Companies Act, 2013.
- B. The Main Objects of the Company on its incorporation is to Offer workspace solutions including shared workspace, co-working workspace, business centre services, office solutions, personal workstation, meeting rooms, conference rooms, virtual offices etc. to Large Business Entity and Independent Professional.

- C. The Capital Structure of the Company as on date of this Deed is as follow:

Sr. No.	Particulars	Amount
1.	Authorized Share Capital	INR 2,00,00,000/- (20,00,000 equity shares having face value of INR 10 each)
2.	Issued, Subscribed and Paid-up Share Capital	INR 2,00,00,000/- (20,00,000 equity shares having face value of INR 10 each)

- D. The Seller as defined above holds majority shares of the Company and is willing to sell all her stake in the Company to the Purchaser i.e. 19,99,900 equity shares having face value of INR 10/- (Indian Rupees Ten only) each at a book value per equity share to be determined by the Chartered Accountant in practice or face value of equity share whichever is higher.
- E. The Parties now hereby mutually desire to enter into this Deed to set forth their mutual understanding related to, and the terms and conditions of, the aforesaid purchase by the Purchaser of the Sale Shares (hereinafter referred to as "Proposed Transaction").





IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Definitions As used in this Deed the following capitalized terms shall have the following respective meanings:

- a) "Deed" or "the Deed" or "this Deed" shall mean this Share Transfer Deed and shall include the recitals and/or schedules attached hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any and any amendments made to this Deed by the Parties in writing
- b) "Equity Share" means ordinary equity share of face value INR 10/- (Indian Rupees Ten only) each in the Company.
- c) "Execution Date" means the date on which this Deed is signed and executed.
- d) "INR" means Indian Rupees, the official currency of India.
- e) "Law" means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect on the date of this Deed or thereafter.
- f) "Person" means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity or organization.
- g) "Purchase Price" means fair market value per equity share to be determined by the Chartered Accountant in practice or face value of equity shares whichever is higher.
- h) "Sale Shares" means 19,99,900 Equity Shares held by the Seller constituting 99.99 % of the share capital of the Company on a Fully Diluted Basis.
- i) "Shareholders Agreement" means the agreement executed between the Company, Purchaser and the Seller as on Execution Date setting out the terms governing their relationship inter-se;
- j) "Transaction Documents" means this Deed and any other agreement, document, certificate, consent, undertaking or instrument delivered by the Parties and/or their Affiliates pursuant to or in connection with this Deed including the Shareholders Agreement.

Interpretation

Frank

Princy Woyal

- a) The headings and titles herein are used for convenience of reference only and shall not affect the construction of this Deed.
- b) References to Schedules are references respectively to the schedules to this Deed.
- c) In this Deed unless the context thereof otherwise requires:
 - i. Reference to the singular includes a reference to plural and vice versa.
 - ii. Reference to any gender includes a reference to all other genders.
 - iii. Reference to any statute, rules, ordinances, or other Laws shall be deemed to include any amendment, replacement or modification thereof.
- d) Unless otherwise expressly stated, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Deed as a whole and not to any particular Clause or other subdivision.

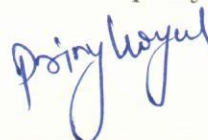
2. SALE AND PURCHASE OF THE SALE SHARES

- a) Subject to the terms of this Deed and in consideration of the Purchase Price the Seller hereby agree to sell, transfer, and deliver the Sale Shares to the Purchaser, and the Purchaser hereby agree to purchase, acquire and accept from the Seller, the Sale Shares together with all rights, title, interest and advantages attached to them (including the right to receive all dividends or distributions declared) from the Execution Date.
- b) The Purchase Price shall be paid by the Purchaser to the Seller over the period of Nine Month through normal Banking Channels or in tranches as may be mutually decided between the Parties and as may be deemed fit.
- c) On the Execution Date, the Seller has provided the share transfer deed in prescribed Form SH-4, to the Purchaser and has submitted it to the Company.
- d) The Seller hereby agree and warrant that as on the Execution Date, the title of the Sale Shares, has passed on to the Purchaser, free of all encumbrances whatsoever and together with all legal rights and advantages now and hereafter attaching or accruing thereto, and the Purchaser has received full legal and beneficial ownership.
- e) The Seller hereby agree and warrant that the Purchaser as shareholder of the Company shall not be mandated to provide any personnel guarantee for existing or future indebtedness of the Company.
- f) The Purchaser further agrees and understand that Sale Shares transferred to him under this Deed shall be subject to lock in period of three 3 years from the Execution Date . During the lock in period the Purchaser shall not sell or otherwise transfer or pledge shares acquired by him under this Deed.

3. CLOSING AND EXECUTION DELIVERABLES - Simultaneously with execution of this Deed on Execution Date:

- a) the Seller shall cause the Company to deliver to the Purchaser a copy certified by a duly authorized director of the Company, of the resolutions duly passed by the Board, approving the execution by the Company of the Transaction Documents.





- b) the Seller shall cause the Company to convene a meeting of the Board for:
 - i. taking on record the duly executed and stamped share transfer forms in respect of the Sale Shares; and
 - ii. approving the share transfer of Sale Shares from the Seller to the Purchaser.
- c) The Seller shall cause the Company to make necessary filings with the Registrar of Companies to intimate the changes in shareholding of the Company under the provisions of the Companies Act, 2013.
- d) The Seller shall cause the Company to further update the statutory registers to record the transfer of the legal and beneficial owner of the Sale Shares and shall return duly endorsed original share certificates to the Purchaser.
- e) Notwithstanding the actual time period involved in completing the above process, all proceedings to be taken and all documents to be executed and delivered by the Purchaser, Seller and the Company shall be deemed to have been taken and executed simultaneously.

4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Representations and Warranties of the Seller

Seller hereby represents and warrants to the Purchaser that:

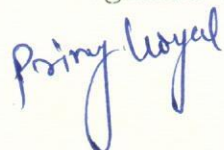
- a) This Deed is legal, valid and binding and enforceable against it in accordance with its terms.
- b) The execution, delivery and performance of this Deed do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Seller is a party.
- c) All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Deed and for the performance of all its obligations hereunder have been taken.
- d) It shall do such further acts, execute, and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Deed.
- e) There is no judgment, decree or order against the Seller that could prevent, enjoin, or alter or delay transfer of the Sale Shares.
- f) The Seller shall provide full support and coordinate with the Purchaser during the period this whole transaction is in process.
- g) The Seller acknowledges that the Purchaser is entering into this Deed, relying on the aforesaid representations and warranties, and the same shall be entitled to treat as conditions of the Deed, the same shall be true as of the Execution Date.

Representations and Warranties of the Purchaser

Purchaser hereby represents and warrants to the other Parties that:

- a) This Deed is legal, valid and binding and enforceable against it in accordance with its terms.





- b) The execution, delivery and performance of this Deed do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Purchaser is a party.
- c) All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Deed and for the performance of all its obligations hereunder have been taken.
- d) It shall do such further acts, execute, and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Deed.
- e) All the capital gain taxes and/or any other taxes accruing to the Seller, Bank charges, penalties for the time being, in relation to the completion of share transfer process shall be borne by the Purchaser.

5. INDEMNITY

In consideration of the purchase of the Sale Shares by the Purchaser from the Seller, each defaulting Party ("**Indemnifying Party**") agrees to indemnify, defend and hold harmless, the other non-defaulting Party, its Affiliates and each of their respective partners, officers, employees, shareholders, partners, agents, as the case maybe (each, an "**Indemnified Party**" and collectively the "**Indemnified Parties**") from and against, any and all, damages, Losses, Liabilities, obligations, fines, penalties, levies, action, investigations, inquisitions, notices, suits, judgments, claims of any kind including third party claims, interest, governmental and statutory action, costs, litigation and arbitral costs, taxes or expenses (including without limitation, reasonable attorney's fees and expenses) (collectively referred to as "**Loss**") suffered or incurred, directly or indirectly by any Indemnified Party as a result of:

- a) any misrepresentation or inaccuracy in any warranty made by such defaulting Party, or any failure by Seller to perform or comply with any agreement, obligation, liability, representation, warranty, term, covenant or undertaking contained in this Deed.
- b) any fraud committed by the defaulting Party, at any time.
- c) Taxes, costs, and expenses (including reasonable fees and disbursements) arising in respect thereof, arising out of or in connection with any demand by a Governmental Authority against the Indemnified Party in connection with performance of any obligation under this Deed.
- d) any suit, claim, or action by any third party against the Indemnified Party because of any act and/or omission to act by the Indemnifying Person.

The Indemnified Person shall send a notice to the Indemnifying Person for any such aforesaid losses, liabilities, damages, judgments, settlements and expenses, fees.

The amount stated in such notice, in the absence of manifest error, shall be prima facie evidence of the amount payable under this Clause, which amount shall be paid by the Indemnifying Person to the Indemnified Person within 7 (seven) days of the receipt of such notice.

6. CONFIDENTIALITY

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All Confidential Information (defined below) disclosed by either Party shall be kept strictly confidential and shall not be disclosed by the other Party to any person or entity in any manner whatsoever, including, without limitation, by means of photocopy, reproduction or electronic media, except as may be expressly provided in this Deed, and the receiving Party shall take all proper measures to this effect.

The prohibition on disclosure of the Confidential Information shall not apply to the extent such of the Confidential Information:

- a) is already known to the receiving Party as of the date of disclosure hereunder.
- b) is already in possession of the public or becomes available to the public other than through the act or omission of the receiving Party or of any other person to whom Confidential Information is distributed pursuant to this Deed.
- c) is required to be disclosed under applicable Law, stock exchange regulations or by a governmental order, decree, regulation or rule (provided that the receiving Party shall make all reasonable efforts to give prompt written notice to the disclosing Party prior to such disclosure)
- d) is acquired independently from a third party that has the right to disseminate such information at the time it is acquired by the receiving Party; or e. is developed by the receiving Party independently of the Confidential Information received from the disclosing Party.

For the purpose of this Deed, the term "Confidential Information" shall mean all confidential and proprietary information of a Party and information relating to the existence and terms of this Deed or any other information which under the circumstances of its disclosure ought to be treated as confidential or is notified as being confidential by the Party disclosing such other information.

7. MISCELLANEOUS

A. Notices:

Any notice or other formal communication given under this Deed must be in writing in English and may be delivered in person, or sent by e-mail or courier to the Party to be served at its address as follows:

To the Seller at:

Kind Attn: Ms. Princy Prince Goyal

Address: Prabha CHS , Flat No 10, R B Mehta , Ghatkopar East , Mumbai - 400077

Phone No: 7208221000

To the Purchaser at:

Kind Attn: Mr. Kanak Mangal

Address: 203, Anish Heritage , 408, Indrapuri Colony , Bhawarkua Square Indore - 452001

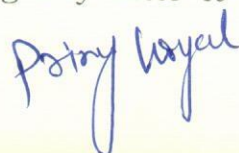
Phone No: 8878888567

or at such other address or email address as it may notify to the other Parties under this Clause.

Any notice or other communication shall be deemed to have been given:

- a) if hand delivered, at the time of delivery; or
- b) if sent by courier, at 10.00 a.m. on the third working day after it was dispatched; or





- c) if sent by email, on the date of transmission, if transmitted before 5.00 p.m. (local time at the place of destination) on any working day in the place of destination and in any other case on the working day following the date of transmission.

In proving the giving of a notice or other formal communication it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and provided to the relevant courier, or that the e-mail was properly addressed and transmitted, as the case may be.

B. Entire Deed

This Deed constitutes the entire Deed between the Parties with respect to the sale and purchase of the Sale Shares, and supersedes all previous communications, negotiations, commitments, either oral or written between the Parties in respect of the subject matter hereof.

C. Governing Law & Dispute Resolution

1. This Deed shall be governed and construed in accordance with the laws of India.
2. If any dispute arises between the Seller and Purchaser during the subsistence of this Deed or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Deed ("**Dispute**"), each of the said Party shall Endeavour to settle such Dispute amicably.
3. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within thirty (30) days from the date of the Dispute.
4. In the event the Dispute is not settled in accordance with the above sub-clause, either of the Seller or the Purchaser shall be entitled to serve a notice in writing referring the Dispute to arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, by a sole arbitrator to be appointed mutually by both the parties.
5. The venue of arbitration shall be Mumbai and the proceedings of arbitration shall be in the English language.
6. Each party to the Dispute shall bear its own legal costs, in relation to the arbitration proceedings and share among themselves equally the fee and other expenses payable to arbitrator(s), or as otherwise decided by the arbitrator.
7. Subject to the dispute resolution mechanism agreed hereinabove, the courts at Mumbai shall have the exclusive jurisdiction to entertain any dispute arising out of this Deed.

D. Severability

The invalidity, illegality or unenforceability of any provision of this Deed, in whole or in part, under the applicable laws of any jurisdiction, shall not affect the validity, legality or enforceability hereof under the applicable laws of any other jurisdiction. If for any reason whatsoever any provision of this Deed is or becomes or is declared by court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or

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more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

E. Rights Cumulative

1. The rights, powers, privileges and remedies provided in this Deed are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by applicable Laws or otherwise.
2. No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Deed shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.
3. No single or partial exercise of any right, power, privilege or remedy under this Deed shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

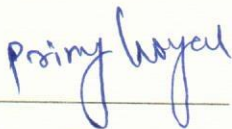
F. General

1. Save where this Deed provides otherwise, none of the rights or obligations under this Deed shall be assigned or transferred without the prior written consent of the other Parties, provided that the Purchaser shall be entitled to nominate any of its nominee to purchase the Sale Shares from the Seller under this Deed.
2. Nothing in this Deed shall be deemed to either constitute a partnership between any of the Parties or appoint or recognize any Party as the agent of the other Party for any purpose.

G. Further assurances Each Party will without further consideration sign, execute and deliver any document and shall perform any act which may be necessary or desirable to give full effect to this Deed and each of the transactions contemplated under this Deed. The Parties shall do or procure to be done all such further acts and things, execute or procure the execution of all such other documents and exercise all voting rights and powers, whether direct or indirect, available to it in relation to any Person to ensure the complete and prompt fulfilment, observance and performance of the provisions of this Deed and generally that full effect is given to the provisions of this Deed.

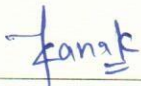
IN WITNESS WHEREOF, the Parties hereto have executed this Deed as of the day, month and year above first written.

Signed and Delivered by (Seller)



Mrs Princy Prince Goyal

Signed and Delivered by (Purchaser)



Mr. Kanak Mangal