



Quay Intech

World of Possibilities

NOTICE

Notice is hereby given that the Extraordinary General Meeting of the Members of **Quay Intech Private Limited** will be held at shorter notice on Wednesday, April 22, 2020 at 01:00 PM at A-88, Ashok Vihar, Phase-1, Delhi- 110052 to transact the following business:

I. Special Business:

1. To regularize the appointment of Additional Director, Mr. Ashiq Mohammed

To consider and if thought fit, to pass the following resolution as an Ordinary Resolution:

“RESOLVED THAT pursuant to Sections 149, 152 of Companies Act 2013 (the “Act”) and other applicable provisions of the Act (including any statutory modifications or re-enactment thereof) and other applicable provisions of the Articles of the Company, Mr. Ashiq Mohammed (DIN: 08736478), who was appointed as an Additional Director by the Board of Directors in their Meeting held on April 22, 2020 and who holds office up to the date of the Annual General Meeting, be and is hereby appointed as Director of the Company.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, any of the Directors of the Company be and is hereby severally authorized on behalf of the Company, to do all such acts, deeds, matters and things as may be deemed necessary, proper or expedient and to sign and execute all necessary documents, applications and file all relevant e-forms with the Registrar of Companies.”

2. To amend the Articles of Association of the Company

To consider and if thought fit, to pass the following resolution as Special Resolution:

“RESOLVED THAT pursuant to the provisions of Section 14 of the Companies Act, 2013 and other applicable provisions of law, the consent of the Members of the Company be and is hereby accorded to amend the existing Articles of Association of the Company (“Articles”) by inserting Part B of the Articles, containing special rights of Redson Retail and Reality Private Limited (Investor Shareholder) as detailed below:

1. OVERRIDING EFFECT

The provisions of these Articles 1 to 5 of Part - B shall have effect notwithstanding anything contained in the provisions of Articles II (1 to 88) in Part - A. In the event of any conflict between the provisions of the Articles in Part - B and the provisions of the Articles in Part - A, the provisions of the Articles in Part - B shall prevail. Cross-references to specific Articles in this Part - B shall mean references to Articles contained in this Part - B itself.

Quay Intech Private Ltd.

AIHP Tower, 249G, A-Wing, Udyog Vihar, Phase - 4, Gurugram - 122015

T +91124 4556888 | www.quayintech.com

CIN No.: U72200DL2017PTC319913 || Regd. Office: B-95, Wazirpur Industrial Area, North Delhi - 110052 IN



2. TRANSFER OF SHARES

2.1 General Restrictions

- i. *Notwithstanding anything to the contrary contained in the Shareholders Agreement executed among the Company, Redson Retail and Reality ("Investor Shareholder") and Mr. Ashiq Mohammed ("Purchaser") on April 1, 2020 (including supplementary Agreement and Addendums) ("Agreement") and subject to what is stated in the Agreement, the Parties hereby agree, that no Shareholder shall transfer to or create any interest in favour of any third party especially a Competitor on their Shares or part thereof, either directly or indirectly or in any manner whatsoever without the prior written consent of the other Shareholders.*
- ii. *Notwithstanding anything to the contrary contained in the Agreement, neither Party will assign, sell or transfer, or create any interest on, any or all of its Shares /Options held in the Company to a third party, without the prior written consent of the other Party.*

2.2 Permitted Transfers:

- i. *Notwithstanding to the conditions and restrictions provided in the Agreement, the Purchaser without any restriction may transfer its shares to its immediate family members, blood relatives;*
- ii. *Notwithstanding to the conditions and restrictions provided in the Agreement, the Investor Shareholder shall be free to transfer its Shareholding in the Company to its Subsidiary, holding Company, Ultimate Beneficial Owners (natural persons) or associate or affiliates.*

2.3 Right of First Refusal

- i. *In the event the Purchaser or the Investor Shareholder gets an offer from a third party for the purchase of any/all its shareholding in the Company (the "Third Party Offer"), then such group ("Offering Shareholder") shall give written notice ("ROFR Notice") to the other group ("Other Shareholder") irrevocably offering to proportionately sell such shareholding in the Company ("the ROFR Shares") to the Other Shareholders at terms and conditions not less favourable than those of the Third Party Offer.*
- ii. *The ROFR Notice shall further specify the price offered by the third party for the ROFR Shares ("ROFR Price"), the name of the third party to which the ROFR Shares are proposed to be sold and any other material terms that may influence the Other Shareholder while making its decision to acquire the ROFR Shares. The Offering Shareholder shall also provide the Other Shareholder with a copy of the Third Party Offer along with the ROFR Notice.*
- iii. *Within 30 (thirty) days of the ROFR Notice, the Other Shareholder may give to the Offering Shareholder, a notice in writing accepting the offer contained in the ROFR Notice. Immediately upon the acceptance notice being given, the Board*



shall appoint an independent chartered accountant to determine the value of the ROFR Shares.

- iv. *In the event that the Other Shareholder fails to issue the acceptance notice within the ROFR exercise period, then the offering shareholder shall be free to sell the ROFR Shares to the third party within 30 (thirty) days thereafter, at a price not less than the Third Party Offer price and at the same terms and conditions set out in the ROFR Notice.*
- v. *If the sale of ROFR Shares by the offering shareholder to the third party is not completed within the aforesaid period of 30 (thirty) days, then the offering shareholder's right to complete the transfer shall expire and may be revived only by a repetition of the entire procedure set forth herein.*

3. RESERVED MATTERS

- 3.1 *Till the time Investor Shareholder holds shares in the Company, no obligations shall be entered into and no decision shall be made and no action shall be taken by or with respect to the Company or any of its subsidiaries in relation to any matters listed in Article 3.3 of Part B of AOA, without consent of the representative of the Investor Shareholder. Further, presence of the Nominee Director or Representative of the Investor Shareholder shall be mandatory at the meeting (whether meeting of the Board of Directors, Committees of the Board or Shareholders) where any of the Revered Matter is to be discussed and approved.*
- 3.2 *In case due to any reason the representative of the Investor Shareholder is not able to attend the meeting, the said meeting shall stand adjourned to the 7th Business Day from the date of the original meeting and if such day is day is not a Business Day, the immediate business day, at the same place and time.*
- 3.3 *List of reserved matters, where consent of the Investor Share is mandatory are listed below:*
 - i. *Transfer, allot, issue, redeem, vary or repurchase or agree to Transfer, allot, issue, redeem, vary or repurchase its Shares or for any of its Subsidiaries or Derivative Securities (or option or right to subscribe for the same) including without limitation the terms, timing and final pricing of any IPO, or follow on offering or any offer for sale. The clause is not applicable to Transfer of Share for ESOP Scheme and Equity Shares issued pursuant to merger and acquisition.*
 - ii. *Any alteration of, amendment to, or waiver of any provision in the memorandum of association and articles of association of the Company or its Subsidiaries.*
 - iii. *Any change in the authorised capital or issued capital of the Company or its Subsidiaries or of any rights or privileges attached to any Shares or class of Shares of the Company or its Subsidiaries.*
 - iv. *Any proposal for:*
 - (i) *creation of any Subsidiary or the reconstruction, consolidation or reorganization of the Company or its Subsidiaries; or*
 - (ii) *the amalgamation or merger of the Company or its Subsidiaries with any other company or concern; or*
 - (iii) *the winding up or dissolution of the Company or its Subsidiaries; or*



- (iv) *transfer, sale, licensing, sub-licensing, franchising and assigning of any IPR of the Company to any Person (other than a wholly owned subsidiary of the Company); or*
- (v) *sale or disposal of any Business, stock or assets (including land, building, plant and machinery) of the Company, creation of charge, encumbrance, pledge, hypothecation, leasing, mortgage or any other form of alienation of any business/assets of the Company which is outside the scope of the Business Plan.*
- v. *Creation or adoption of any new or additional equity option plan by the Company or its Subsidiaries.*
- vi. *The acquisition by the Company or its Subsidiaries of any share capital or other securities of anybody corporate or the incorporation or setting up of a Subsidiary, or amendment of the agreements, under which the Company and/or its Subsidiaries has/have acquired a stake in the Subsidiaries, save and except in the Ordinary Course of Business and on an arm's length basis.*
- vii. *The Company or its subsidiaries making any advance or loan or providing any credit to any Person, except in the Ordinary Course of Business.*
- viii. *The Company or its Subsidiaries giving any guarantee, indemnity or security in respect of the obligations of any Person.*
- ix. *Formation of or entry by the Company or its Subsidiaries into joint venture, consortium, partnership or similar arrangement with any other Person or business, save and except in the Ordinary Course of Business and on an arm's length basis.*
- x. *The making by the Company or its Subsidiaries of any arrangement with its creditors and the moving for insolvency, receivership or bankruptcy.*
- xi. *Appointment/ change of auditors of the Company.*
- xii. *Affiliated or related party transactions, agreements or arrangements between the Company or its Subsidiaries and the Purchaser or his relatives or his affiliates.*
- xiii. *Revision of the salaries/ compensation paid to the Non-Executive/ Executive directors of the Company or any of its Subsidiaries.*
- xiv. *Capital expenditure exceeding fifteen percent (15%) of gross block, excluding constructions and leases for ten percent (10%) of gross block.*
- xv. *To enter into arrangement with any bank or any financial institution or entity for borrowing any credit facility or term loan, either secured or unsecured.*
- xvi. *Any matter in which related party(ies) is interested.*
- xvii. *Any commitment or agreement to do any of the foregoing.*

4. MANAGEMENT OF AFFAIRS AND BUSINESS OF THE COMPANY

The Purchaser shall have the full accountability and complete responsibility, subject to Board of Directors supervision, of the operations / performance of the Company and he shall be completely liable for all contractual, commercial, statutory, legal, taxation – direct or indirect, employees liability, customer liability, stakeholders liability etc. of the Company. Under no circumstance, the Investor Shareholders or their nominee on the Board of Directors shall be accountable, responsible or liable for any of the statutory,



commercial, or contractual default or violation. It is clarifying and Parties have understood that the Investor Shareholders have nominated its representative on the Board of Directors of the Company for general supervision and protect the value created or growth achieved by Investor Shareholders. The nominated person(s) shall occupy the Board position as non-executive Director(s) of the Company.

5. POOL FOR ESOP AND STRATEGIC SHAREHOLDER(S)

5.1 Notwithstanding anything contrary to the provisions of this Agreement and legal requirements, the Parties hereby agree to the following:

- (a) Upto 25% of the total paid-up share capital of the Company, as on Execution Date, shall be reserved for ESOP, subject to the approval by the Board of Directors and Shareholders of the Company. The Company shall take necessary steps and approvals for formation of ESOP Scheme for its employees and to create a Trust for this purpose, in accordance with the provisions of the applicable laws.
- (b) Upto 20% of the total paid-up share capital of the Company, shall be available for allotment to the Strategic Investors, by way of primary infusion of capital into the Company. The resultant shareholding of all then existing shareholders shall be proportionately diluted to that extent, subject to keeping the shareholdings of Investor Shareholders and Purchaser not below 30% and 25%, respectively, of the total paid-up Share Capital of the Company. To meet this requirement, the Parties shall be allowed to transfer the shares inter-se or to the Strategic Investors.

RESOLVED FURTHER THAT any director of the Company be and is hereby severally authorized to do all acts and deeds necessary to effect the above resolution including filing the requisite intimation documents and forms with the Registrar of Companies and other statutory authorities as may be required and to do all necessary acts, deeds consequential and incidental thereto.”

By Order of the Board of Directors
For Quay Intech Private Limited



Ankur Aggarwal
Ankur Aggarwal
Director
(DIN: 00074325)

Address: A-88, Ashok vihar, Phase-1,
Delhi-110052

Date: April 22, 2020

Place: New Delhi

NOTES:

1. A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND, ON A POLL, TO VOTE INSTEAD OF HIMSELF. THE PROXY NEED NOT BE A MEMBER OF THE COMPANY. A BLANK FORM OF THE PROXY IS ENCLOSED. PROXIES IN ORDER TO BE EFFECTIVE, MUST BE RECEIVED AT THE REGISTERED OFFICE OF THE COMPANY AT LEAST 48 HOURS BEFORE THE MEETING.
2. The Explanatory Statement under Section 102 of the Companies Act, 2013, as amended, in respect of the special business is annexed herewith and forms part of the notice.
3. Corporate Members intending to send their authorized representatives to attend the meeting are requested to send a certified copy of Board resolution authorizing their representative to attend and vote on their behalf at the meeting.
4. The Register of Directors and Key Managerial Personnel and their shareholding maintained under section 170 of the Companies Act, 2013 and Register of Contracts or Arrangements in which directors are interested maintained under section 189 of the Companies Act, 2013, Article of Association of the Company and all other relevant documents referred in the accompanying Notice and in the Explanatory Statement can be inspected by the members of the Company at its Registered Office of the company on all working days (Monday to Friday) between 09:00 AM and 06:00 PM upto the date of Extra Ordinary General Meeting and will also be available for inspection at the meeting
5. In case of joint holders attending the meeting, only such joint holder who is higher in the order of names will be entitled to vote.
6. A Route Map along with prominent landmark for easy location to reach the venue of Extra-Ordinary General Meeting is annexed to the notice.
7. Members/Proxies/Authorized Representatives are requested to bring the duly filled attendance slip enclosed herewith to attend the meeting.
8. The Consent letter of shareholders to convene this Extra Ordinary General Meeting at shorter Notice on Wednesday, 22nd of April, 2020 at 1:00 P.M. at A-88, Ashok Vihar, Phase- 1, Delhi – 110052 is attached herewith and the Members are requested to duly sign and provide the same.



EXPLANATORY STATEMENT

EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013, ANNEXURE TO AND FORMING PART OF THE NOTICE DATED APRIL 22, 2020

Special Item No. 1

Pursuant to Section 161(1) of the Companies Act, 2013 and other applicable provisions and rules made thereunder (including any statutory modifications or re-enactment thereof) of the Companies Act, 2013, Mr. Ashiq Mohammed, (DIN: 08736478) was appointed by the Board at its meeting held on April 22, 2020, as Additional Director of the Company, who shall hold office up to the date of ensuing Annual General Meeting.

The Board is of the view that the appointment of Mr. Ashiq Mohammed on the Company's Board as its Director is desirable and would be beneficial to the Company. Pursuant to Section 152 of the Act, requisite consents to act as Director, if appointed, has been received.

Brief profile of Mr. Ashiq Mohammed is given below for reference of the members:

Mr. Ashiq Mohammed has done Master of Science (M.Sc.) in Information System. He has broad technical understanding of current and evolving technologies in the IT field and is experienced in moving technology from the laboratory to the realm of business development and has over 23 years of experience in the IT industry. He has also worked as General Manager (IT) in Vodafone India Limited and held several other key positions in Apollo Tyres, Suzlon Energy Limited.

None of the other Directors and Key Managerial Personnel of the Company, or their relatives are in any way, concerned or interested, financially or otherwise, in the said resolution.

The Board recommends passing of the resolution(s) as set out in special business Item No. 1 for approval of the member as an ordinary resolution.

Special Item No. 2

Pursuant to section 14 of the Companies Act, 2013, any alteration/ substitution in the Articles of Association (the "AOA") of the Company requires consent by the Members of the Company by way of special resolution.

Shareholders Agreement dated April 1, 2020 (the "SA") executed among the Company, Mr. Ashiq Mohammed, employee of the Company (the "Purchaser") and M/s Redson Retail and Reality Private Limited, member of the Company (the "Investor Shareholder"), pursuant to which the Purchaser has acquired 25% shareholding from Investor Shareholder in the Company and thereby steering the entire operations of the Company and arranging for the Strategic Investment in the Company.

The Investor shareholder has agreed to sell 25 percent (%) of shares of the Company to Purchaser based on the conditions/ terms to avail special rights as mentioned in the Shareholder's Agreement. The said special rights shall be incorporated in the AOA of the Company as Part B.

A copy of altered AOA of the Company as on date indicating the proposed alterations, is available for inspection at the Registered Office of the Company during normal business hours on working days.

The Board of Directors has accorded their consent to alter AOA in its meeting held on April 22, 2020.

Mr. Ankur Aggarwal, Directors of the Company, being Members in Redson Retail and Reality Private Limited (Investor Shareholder), is hereby deemed as interested in the said resolution.



The Board of Directors accordingly recommends the resolution set out at item No. 2 of the accompanying Notice for the approval of the Members as special resolution.

By Order of the Board of Directors
For Quay Intech Private Limited



A handwritten signature in blue ink, appearing to read "Ankur Aggarwal".

Ankur Aggarwal
Director

(DIN: 00074325)

Address: A-88, Ashok vihar, Phase-1,
Delhi-110052

Date: April 22, 2020
Place: New Delhi

ATTENDANCE SLIP

Name of the Company: Quay Intech Private Limited

Registered Office: B-95, Wazirpur Industrial Area, Wazirpur, Delhi - 110052

CIN: U72200DL2017PTC319913; **Email:** investor@crystalcrop.com; **Telephone:** 011- 49007293

Website: www.quayintech.com

Extraordinary General Meeting of Members of Quay Intech Private Limited dated Wednesday, April 22, 2020

***DP ID Client ID No. /Folio No:**

No of Share(s) held.

Name of the Member/Proxy:

Address of the Member/Proxy:

I/we certify that I/we am/are member(s)/proxy for the member(s) of the Company.

I hereby record my/our presence at the Extraordinary General Meeting of the Company being held on Wednesday, April 22, 2020 at 01:00 PM at A-88, Ashok Vihar, Phase-1, Delhi-110052.

Signature of First holder/Proxy/Authorised Representative

Signature of 1st Joint holder

Signature of 2nd Joint holder

*Applicable for member holding shares in electronic form

Note(s):

- 1. Please sign this attendance slip and hand it over at the Attendance Verification Counter at the MEETING VENUE.*
- 2. Only shareholders of the company and/or their Proxy will be allowed to attend the Meeting.*



PROXY FORM

[Pursuant to section 105(6) of the Companies Act, 2013 and rule
19(3) of Companies (Management and Administration) Rules, 2014- Form No. MGT-11]

QUAY INTECH PRIVATE LIMITED (CIN U72200DL2017PTC319913)

Email: investor@crystalcrop.com; **Telephone:** 011-49007293; **Website:** www.quayintech.com

Extraordinary General Meeting- Wednesday, April 22, 2020 at 01:00 PM

Name of the member(s):	
Registered Address:	
Email Id:	
Folio No/ Client Id:	
DP ID:	

I/ We, being the member(s) of _____ shares of Quay Intech Private Limited, hereby appoint:

1) Name: _____
 Address: _____
 E-mail id _____ Signature _____ or failing him/her;

2) Name: _____
 Address: _____
 E-mail id _____ Signature _____ or failing him/her;

As my/our proxy to attend and vote (on a poll) for me/ us and on my/our behalf at the Extraordinary General Meeting of the Company, to be held on Wednesday, April 22, 2020 at 01:00 PM at A-88, Ashok Vihar, Phase-1, Delhi-110052 and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution Number	Description	Optional*	
		For	Against
Special Business			
1.	To regularize appointment of Additional Director, Mr. Ashiq Mohammed		
2.	To amend the Articles of Association of the Company.		

Signed thisday2020

Signature of Shareholder(s) _____

Affix Revenue Stamp of Rs. 1



Signature of Proxy holder(s) _____

Notes:

- (1) This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company not less than 48 hours before the commencement of the meeting.
- (2) *It is optional to put a 'X' in the appropriate column against the Resolutions indicated in the Box, if you leave the 'For' or 'Against' column blank against any or all Resolutions, your Proxy will be entitled to vote in the manner as he/she thinks appropriate.
- (3) Please complete all details including details of member(s) in above box before submission.
- (4) For the Resolutions, Explanatory Statement and Notes, please refer to the Notice of the Extraordinary General Meeting.



ROUTE MAP TO THE VENUE OF THE EXTRAORDINARY GENERAL MEETING

Venue: Quay Intech Private Limited
A-88, Ashok Vihar, Phase-1, Delhi-110052

