



Kaiden Holidays





Kaiden Holidays

Experience The World

MEMBERSHIP DETAILS

Member Name _____

Date Of Birth _____

Spouse Name _____ D.O.B: _____

Dependent _____ NOMINEE : _____

Dependent _____

Address _____

Telephone RESI: _____ OFF: _____ MOB: _____

E- mail _____

Type Of Membership _____

Receipt No _____

Membership Amount _____

Amount Paid _____

Mode Of Payment _____

Manger Name & Sign _____

Executive _____

Location _____

Code _____

UNDERTAKING



I wish to become a member of Kaiden Holidays I declare taht in the event of my being

I undertake that I will sign all concerned with the membership and do all such necessary as my part

Name of the Member: _____

Name: _____

Members's Signature : _____

Designation: _____

Date: _____

Signature: _____

A Kaiden Holidays Is A Private Limited Company, Incorporated Under The Companies Act 1956 Having Its Registered Office At Kaiden Sr No.127/28 Shop No.12 Shree Sai Shamarth Heights Mohan Nagar Chinchwad Pune Maharashtra India 411019 Hereinafter Refer To As The Company The Company Was Formed With The Main Object Among Others Objects Of Introducing To Its Members The Faculty Of Resorts/Clubs As A Private In A West Countries Which Is Far More Sophisticated Entering Then The Dual Routine Hotel Culture The Rules And Regulation Other Bye-laws In Force On Time To Time Shall Be Binding On The Members Every Members Is Demanded To Have Read, Understood And Agree To Abide By The Bye Laws Inforce Amended/ Altered Fr Om Time To Time\ With Regards To Any Issues Or Disputes Not Covered By Any Of The Rules, The Matter Would Be Referred To The Board Of Governors Who Will In Turn Advise The Board Of Directors Whose Decision Will Be Final And Binding On All Concerned The Board Of Directors Whose Decision Supplemented Or Altered By The Board Of Governors Subject To The Approval Of The Board Of Directors And The Same Shall Be Binding On Existing Members As Well As The Memers Newly Admitted In Accordance With The Rules In Force, Without Notice To Members, Either Prospectively Or Retrospectively.

B Membership
This Membership is split into different categories depending upon the number of years & days whis the member may opt and the number of persons permitted on each membership

C Admission of Members
(1) Admission of members is at the discretion of the company. (2) Only 2 Persons a permitted per membership. (3) On the death of a members, his/her nominee shall be entitled to all benefits of membership. a nomination shall be made at the time of admission of the membership. a member can change the nomination by giving the company a notice in writing at least 6 weeks prior to the proposed change in nomination. (4) Every members is required to intimate his/her/its change of address promptly

D Duration of Membership
(1) A membership is valid for the number of years mentioned in the Membership Certificate from the date of admission, whether it is used by a single member or by any member who derives his/ her right through the original member whether as nominee or transferee. (2) If a member dies without leaving a spouse or a nominee then the membership will come to an end. (3) A membership cannot be withdrawn or voluntarily surrendered at any point of time.

E COOLING OF PERIOD & TRANSFERABILITY OF MEMBERSHIP
Ten days cooling of time is given to the member from the date he/she has unrolled as a member for any cancellations if they wish. After the 10 days cooling of period the membership is only transferable with the prior permission of the Company with necessary changes for such transfer as may be prescribed by the Company.

F PROCEDURE RELATED TO USAGE OF THE RESORT/CLUB BY MEMBERS
(1) The Resort / Club will be open as per 31mings. (2) Any member who is desirous of using the Resort / Club shall give prior intimation in advance of his Intention to use the Resort / Club which would be provided subject to availability. (3) A member having confirmed to use the Resort / Club can cancel such confirmation of use of the Resort / Club by giving at least 15 days prior intimation in writing to the Company. Default on the part of the members in giving notice of non-use will result in the member having to make such payment as may be determined by the Company for their lapse or the period will be treated as used. (4) The member will be provided with a Membership Card, which he/she shall produce for scrutiny whenever demanded. Failure to produce would result in refusal of entry or accommodation into the Resort/Club. The Company will frame rules and regulations regarding the use and issue of the Membership Card, including Issue of

G GUESTS
(1) Membership is for 4 persons of any age. Additional persons will be treated as guests and the same shall be intimated to the Company in advance. (2) Only those gentlemen and ladies whose antecedents are not questionable may be introduced as guests and the Company reserves the right to use its discretion to grant or refuse permission to any persons. (3) Every person who introduces a guest shall pay such amount as may be prescribed by the Company as the 'Guest fee' and the details with regards to guests shall be entered in the Guest Register - maintained for this Purpose.

H EXPULSION OF A MEMBER
(1) the company reserves the right to expel a member for the following reasons (i) if he is convicted of an offence of IPC or any other law in force in the Country. (2) if he is declared insolvent and remains undischarged. if he commits an offence involving moral turpitude. (3) if he behaves in a manner unbecoming of a member or is an undesirable person in the opinion of the Board of Governors (4) if he works or behaves against any interest of the Resort / Club or the Company as such. (5) if he is infected of a disease which is contagious and not acceptable in the society. (6) if he is declared as a defaulter in payment of his dues to the Resort / club or the company and his name is removed from the membership. (7) Any reasons which in the opinion of the Company is repugnant to the interests of the members of the Resort / club or the Company. (8) The Company may act on its own or on the complaint of any person. After giving the delinquent an opportunity and after holding an enquiry the Company may exonerate a member, suspend him or levy fine or expel him from the membership. The decision of Board of Governors shall be final and binding on the members as well as the Company.

I RIGHTS AND PRIVILEGES OF MEMBERS
(1) The members have no right whatsoever over the assets and other properties of the Synergy Group. They are entitled only to use the facilities provided by the

and its members, the use of any specific facilities, amenities etc., or to otherwise regularise its use for any short duration or permanently. (2) The member/guest shall be liable for any loss sustained or damages suffered by any member/guest as a result of the negligence or want of reasonable care on the part of the Member/guest using the resort/club facilities or for damages caused by the Act of God or for any other cause beyond the control of the Company. (3) The member shall use the facilities provided in the Resort / Club with due care and diligence and any damage that may be caused to the property of the Company by reason of negligence on the part of the member or his/her guests shall be made good by the member and the damage

Board of governors and their powers

(1) The Board of Directors of the Synergy Group Have been BOARD OF GOVERNORS AND THEIR POWERS vested with the powers to nominate such number of persons as may be decided from time to time as members of the Board of Governors to advise the management of Resorts / club. (2) The Chairman of the Board of Governors for th'd convenient discharge of the functions assigned to the Board of Governors is empowered to constitute such number of committees consisting of such number of members amongst the Board of Governors as he may deem fit. (3) The Board of Governors subject to the company's Board of Directors approval may from time to time make, vary and

K GENERAL

(1) Timings : The Resort / Club premises shall be kept open always and the check-out var'es in every resort / club. (2) Restaurant : The restaurant shall be open as per the timings of the Resort / club. (3) payments : The payment of adm' ssn on fee, subscription fee and any other payment by members shall be properly pay. The payment and other charges by the member shall be in cash and to be paid before leaving the Resort / club. Telephone charges will be collected from the member from time to time as per the usage. The Company shall have lien in the event of any dues payable by the member. (4) Facilities : Parked All vehicles belonging to the members, their families and their guests shall be parked in the areas demarcated for the purpose. Private Functions / Parties Members may book areas of the Resort / Club as designated by the Company for private functions / parties, provided they are not in the nature of religious or political functions and conferences or other objectionable congregation. (5) children : children will not be allowed in certain notified areas and in certain designated areas. Children below ten will be allowed only in the company of the 's parents / members. However, children not in the company of their parents / members may remain in children's room and in the children's play area up to 9.30 p.m. Any lapse or negligence will be seriously viewed by the Company. The Company will not be responsible for any untowardly incident on account of member's lapse. On certain occasions, after due nominations by the Board of Governors, the children may be allowed to be present in the designated areas of the Resort / club provided they are accompanied by their parents / members. (6) personal Attendants : No personal attendant of a member or their personal chauffeurs will be allowed in the Resort / Club premises except in the areas designated for them. (7) Pets : No member is permitted to bring pets to the Resort / Club. (8) Dress Regulations : Members and guest entering the Resort / Club should be dressed properly at all times. The Company shall have right to restrict entry of persons in any specific area of the Resort / Club if the dress regulations are not properly followed and not becoming the status of the Resort / Club Member. (9) Gambling : No gambling or betting is permitted inside the Resort / Club by any member or his/her guests. (10) Discipline : There shall be no speeches or singing or noisy activity in any part of the Resort / Club except with the permission of the Board of Governors on occasions of special entertainment. No member shall cause any disturbance whatsoever or annoy his neighbours by talking loudly or by any such acts which may cause disturbance to other members. (11) Resort / Club Employees : For any grievance against any staff member of the Resort / Club, the member or the guest is not to reprimand or punish any staff member of the Resort / Club directly but is required to lodge the necessary complaint with the management of the Resort / Club who will take necessary action to redress their grievances as it may deem fit. (12) Complaints & suggestions : A complaint / suggestion book will be provided at the reception room for the benefit of the members and their guests. (13) Clubs/Resorts Affiliated with Nemo Leisure And Vacations Pvt Ltd will be availed by the members as per their respective norms. (14) Synergy Group reserves the right to include or exclude any of their club/resort with out prior intimation.

ARBITRATION AND JURISDICTION

(1) All or any disputes, differences or questions arising out of this transaction shall be settled by Arbitration by a sole arbitrator to be appointed by Nemo Leisure And Vacations PW Ltd. The arbitration proceedings shall be as per the provisions of the Indian Arbitration and Conciliation Act, 1996 including any amendments thereto. The venue of such arbitration shall be Goa. The language used in the arbitration proceedings shall be English only. The award shall be final and binding on the parties. (2) The award passed by the arbitrator shall be final and binding on the Applicants / Members and Synergy Group (3) In respect of all matters pertaining to this transaction, only the civil courts in Goa city shall have jurisdiction to the exclusion of all other courts.

Name of the Member: _____

Members Signature : _____

Date: _____

Name: _____

Designation: _____

Signature: _____

Kaiden Holidays

Kaiden Holidays Privileges

Dear Members

Your Membership entitles you to the following benefits:

- Your benefit to holiday any time of the year at company owned resorts
- Your Membership entitles you avail the facilities offered by **www.Kaiden Holidays.com** by which you can use 4000 resorts world wide through internal Exchange.
- Prevailing Exchange fees (international) of Us\$249 plus Rs.2000(processing Fees) for a week.
- Prevailing exchange charges (domestic) of Us\$249 plus Rs.2000 for a week
- The benefit of availing around 50 holiday destinations all over India, No Season Barriers.
- Number of person including the member is 3 Adults and 2 kids of under 10 years of age or 3 Adults of any age.
- The membership entitles you to use the number of days/nights and year as purchased by you
- The membership entitles you to use the number of days/nights and year as purchased by you
- The privilege utility charges at the company owned resorts Is Rs 1000/-onwards per day per room.
- 20% discount on the F & B bills at the company owned resorts.

Name of the Member: _____

Members's Signature : _____

Date: _____

Name: _____

Designation: _____

Signature: _____

Kaiden Holidays

MEMBERSHIP CONTRACT

Dear Members

Know your Status as member of Kaiden Holidays

Here are a few points about your membership that you should be clear about. Please Read, Clearly Understand Each Point & Acknowledge Your Understanding...

- (1) I/We Understand The Terms And Conditions Of The Special Enrollment Offer That I/we Have Chosen At The Time Of Signing Up For Kaiden Holidays Membership.
- (2) I/We Confirm Having Read The Membership Rules Governing Allotment Of Kaiden Holidays Membership And The Terms And Conditions Which Apply Herto And Agree To Abide By The Same. All Necessary Clarifications And Information On The Membership Rules Have Been Provided To Us.
- (3) I/We Understand That Any Payment Made By Me/us Would First Be Appropriated Towards The Admission Fees And Balance In Any Would Be Appropriated Towards The Entitlement Fees.
- (4) I/We Understand The Membership Entitles Me And My Family For 6 Nights 7 Days Per Year For A Period Of _____ Years.
- (5) I/We Understand Clearly That Admission/entitlement For Membership To Kaiden Holidays, As Member Will Only Be On Non-Residential Usage Period As Confirmed. Real Estate Agent And Will Be Eligible And Entitled To The Benefits Of Kaiden Holidays Membership Only For The Membership Usage Period As Confirmed.
- (6) I/We Understand That The Number Of Persons Who Can Occupy The Room Is 2 Adult And 2 Kids Persons Of Any Age Including Member At The Company Owned Resorts, Affiliated Resorts/clubs/hotels As Per Their Norms,
- (7) I/We Understand That The Renting Of The Week / Days Is My / Our Responsibility And In This Regard Kaiden Holidays, Will Not Be Liable For Undertaking Any Responsibility Or Liability.
- (8) I/We Understand That I/we/ Can Make My / Own Arrangements To Sell My / Our Membership & That Kaiden Holidays, Shall Not Buy It Back From Me /us.
- (9) I/We Understand That The Confirmation For Reservation Of Holidays Is Subject To Availability And Eligibility And That Bookings For The Same Open 4/6 Weeks In Advance From The Selected Holiday Date.
- (10) In Case Of Default In Payment Of Any Installment By Me/us, Kaiden Holidays Shall Have The Right To Terminate My/our Membership And That The Terms And Conditions Mentioned In The Membership Rules Shall Apply.
- (11) I/We have read the rules of termination mentioned in the membership rules and agree to the same.
- (12) I/we hereby agree to abide all the rules & regulations of the affiliated Resort & club & also agreed by myself that the company reserves the right to include or exclude any resort/club in the affiliated list.
- (13) I/we acknowledge that I may use my holiday at the company owned Resort/club, lend it, gift it or rent it without restrictions at any time. I enter into this agreement of my own free will.
- (14) I/We understand that this membership is BINDING, FINAL, NON-RESCINDABLE AND NON-CANCELLABLE Membership.
- (15) I/We understand that Kaiden Holidays, Does not undertake or promise any financial or rental returns on my membership.
- (16) I/We understand that this member's contract sets out the entire terms of this agreement. There are no other matters which I rely upon as influencing my decision to purchase today.
- (17) I/We understand that I acknowledge that this contract creates no undue financial burden upon my family or me
- (18) I/We confirm that there are no other verbal/written promises or any other assurances not mentioned in the Membership rules that have been made by any Kaiden Holidays, personnel.

Name of the Member: _____

Members's Signature : _____

Date: _____

Name: _____

Designation: _____

Signature: _____



Kaiden Holidays

+91 93164 65952

info@kaidenholidays.com

www.kaidenholidays.com





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that KAIDEN HOLIDAYS (OPC) PRIVATE LIMITED is incorporated on this First day of October Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U55101GJ2019OPC110119.

The Permanent Account Number (PAN) of the company is **AAHCK8186H** *

The Tax Deduction and Collection Account Number (TAN) of the company is **RKTK04907A** *

Given under my hand at Manesar this First day of October Two thousand nineteen .



Digital Signature Certificate

Mr. Pankaj Srivastava

ASST. REGISTRAR OF COMPANIES

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

KAIDEN HOLIDAYS (OPC) PRIVATE LIMITED
RADHA RESIDENCY-2, BLOCK NO. 74, NR. AYODHYA CHOWK, 150
FT. RING ROAD, RAJKOT, Rajkot, Gujarat, India, 360007



* as issued by the Income Tax Department

Certificate of Registration

KAIDEN HOLIDAYS (OPC) PRIVATE LIMITED

BLOCK NO. - 74, RADHA RESIDENCY - 2, NEAR AYODHYA CHOWK,
BEHIND GOKUL MATHURA COMPLEX, 150 FEET RING ROAD,
RAIYA ROAD, RAJKOT - 360007, GUJARAT(INDIA)

Certify that the management system of the above organisation has been audited and found to be in accordance with requirements of standard detailed below.

ISO 9001:2015 (QUALITY MANAGEMENT SYSTEM)

PROVIDE SERVICES OF HOLIDAYS AND TOURS & TRAVELS

Certificate No. : QMS190829

This certification was conducted in accordance with the SM Certification Services auditing and certification procedures and is subject to regular surveillance audits.

Certificate Issue Date	: 27th September 2019	Certificate Expiry Date	: 26th September 2022
Date of Initial Registration	: 27th September 2019	Re-Certification Period	: 3 Years
1st Surveillance Due	: 27th September 2020	2nd Surveillance Due	: 27th September 2021

Further clarification regarding the scope of this certification of ISO 9001:2015 requirements may be obtained by consulting to check the certificate validity please refer web.: www.smcertificationservices.com



Authorised Signature



This is an accredited certificate authorized for issue by American International Accreditation Organization Bureau of Accredited Registrars, (AIAO-BAR) who have assessed SM Certification Services as a Certification Body. The Certificate of Registration remains the property of AIAO-BAR & SM Certification Services and valid for 3 years subject to satisfactory Surveillance audits. Must be returned, if certificate is withdrawn. Compliance & Accreditation by AIAO-BAR. www.aiao-bar.org. Registration No AIAO-BAR-091514-1B



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that KAIDEN HOLIDAYS (OPC) PRIVATE LIMITED is incorporated on this First day of October Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U55101GJ2019OPC110119.

The Permanent Account Number (PAN) of the company is **AAHCK8186H** *

The Tax Deduction and Collection Account Number (TAN) of the company is **RKTK04907A** *

Given under my hand at Manesar this First day of October Two thousand nineteen .



Digital Signature Certificate

Mr. Pankaj Srivastava

ASST. REGISTRAR OF COMPANIES

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

KAIDEN HOLIDAYS (OPC) PRIVATE LIMITED
RADHA RESIDENCY-2, BLOCK NO. 74, NR. AYODHYA CHOWK, 150
FT. RING ROAD, RAJKOT, Rajkot, Gujarat, India, 360007



* as issued by the Income Tax Department

SCHEDULE I
(See sections 4 and 5)
TABLE -A
MEMORANDUM OF ASSOCIATION [MOA]
OF
KAIDEN HOLIDAYS (OPC) PRIVATE LIMITED
Company Limited by Shares
Indian Non-Government Company
Having share capital
Incorporated under THE COMPANIES ACT, 2013
(NO. 18 OF 2013)

- i. the name of the company is “KAIDEN HOLIDAYS (OPC) PRIVATE LIMITED”
- ii. The registered office of the company will be situated in the State of Gujarat
- iii. (a) The objects to be pursued by the company on its incorporation are:-
 1. To carry on the business of hotel, guest house, lodging house, restaurant, conference center, motel, holiday camp, leisure center, center for water sports, adventure sports, amusement parks and golf courses, theme parks, exhibition centers, movie theatres, discotheques, caravan site and apartment-house proprietors; to equip and furnish any such property for the purpose of letting it to visitors or guests or giving it on time sharing or property sharing basis by days, weeks, months, points and any undivided shares with or without holiday exchange basis both in India and outside India (including outright sale thereof) whether in single rooms, suits, chalets, villas, caravans, movable structures, cottages or otherwise and to buy, sell, import, produce, manufacture and deal in food and food products, meat, fish, groceries, fruit, confectionery, wine, spirits, beer and other beverages whether alcoholic or not.
 2. To manage and to provide consultancy services and other services and facilities of every kind and sort for the management of hotels, lodging houses, resorts, motels and dwelling units, restaurants, cafes, refreshment rooms, clubs, gymnasiums, kitchen, canteens and for the sale of food and beverages of every kind and to manage and to provide consultancy services for all manners of entertainment, amusement and recreation and leisure sports of every description for the public in India and any part of the world.
 3. To carry on the business of or to manage or provide consultancy in connection with services related to and ordinarily provided by a hotel, motel, lodging house, resort, dwelling unit of every kind and sort including but not restricted to business centers, medical and health services, laundry, sports facilities and conference facilities and to carry on and engage in the business of providing consultative and technical services relating to the business of the Company by way of market survey, preparing feasibility and project reports and to enter into any arrangements of licensing, chartering, brokerage, technical business or financial collaboration with any other party or concern,

for singular or mutual benefit of intake or outflow of know-how, whether existing or newly developed techniques, including any rights or special methods and trade secrets.

4. To carry on the business of or manage or provide consultancy services in connection with hospitality management schools, catering schools, hotel management schools, and other training institutions, professional colleges and training and educational institutions relating to the business of the company with or without any affiliation from Indian or foreign governments, universities, or any other professional bodies, or individuals in India or abroad and to impart academic, professional or technical education to provide knowledge in the field of hospitality management or other related field.

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

1. To enter into agreements, franchise agreement and contracts with Indian or Foreign individuals, firms or companies for technical, financial or other assistance or collaboration for carrying on all or any of the objects of the Company.
2. To apply for, purchase or otherwise acquire any trademarks, copy rights, patents, licenses, concessions and the like, concerning any exclusive or non-exclusive or limited rights of any kind which may appear to be necessary or convenient for the business of the Company and to purchase or otherwise acquire any information as to any invention which may seem capable of being used for any of the purposes of the Company.
3. To amalgamate, enter into partnership or make any arrangements for sharing profits, co-operation, joint venture or reciprocal concession, with any individual person or Company carrying on or engaged in or about to carry on with similar or identical objects.
4. To sell, lease or otherwise dispose of the undertaking of the Company or any part thereof as the Company may deem fit.
5. To purchase, take on lease or in exchange, hire, construct or otherwise acquire any movable or immovable properties or any rights or privileges, which the Company may think necessary or convenient for the purpose of its business.
6. To pay out of the Company's funds the costs and expenses incurred in connection with all matters preliminary and incidental to the formation, promotion and incorporation of this Company and the costs and expenses incurred in connection with all matters preliminary and incidental to the formation and incorporation of any Company which may be promoted by this Company and to remunerate any person, firm or Company for services rendered in the promotion of the Company or the conduct of its business.
7. To provide for the welfare of the employees (including Directors) or ex-employees of the Company and wives and families or the dependents or relations of such persons by building or contributing to the building of houses, dwellings or quarters or by grant of money, gratuities, pensions, allowances, incentives bonus or any other payments or by creating and subscribing or contributing to provident and other funds, associations, institutions, profit sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instructions and recreations, hospitals and dispensaries and medical assistance.
8. To open account or accounts with any bank or banks in the name of the Company and to operate upon the same.

9. To create any depreciation fund, sinking fund, insurance fund, reserve fund or any special or other funds, whether for depreciation or for repairing, improving, extending or maintaining of any of the property of the Company or for any purposes, whatsoever to the interests of the Company.
10. To make, draw, accept, endorse, execute, discount, negotiate and issue cheques, promissory notes, hundies, bills of exchange, bills of lading, railway receipts, debentures and other negotiable or transferable instruments subject to the Banking Regulation Act, 1949.
11. To employ or pay experts, foreign consultants, management consultants and others in connection with the prospecting, acquiring, planning, execution, development, delivery and maintenance, training, and consulting, of all or any part of the business which the Company is entitled to carry on.
12. To appoint agent, franchise of the Company subject to the provisions of Companies Act, 2013 or any other applicable Act(s), Rule(s) and Regulation(s) etc.
13. To borrow or raise moneys, from commercial banks/financial institutions and/or other companies, or to receive it on deposit at interest or otherwise, and to secure the payment of such money in such manner as the Company may think fit and, to mortgage, pledge, guarantee, hypothecate or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled paid capital, by special assignment or otherwise, or to transfer or convert the same absolutely or any interest therein and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off such securities provided, the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.
14. To enter into any arrangements with the Government of India or with any states, with any authorities, municipal, local or otherwise or with any other persons, that may seem conducive to the Company's objects or any other and to apply for and obtain and to purchase or otherwise acquire from any such Government, State, authorities or persons, any rights, powers, privileges, decrees, licenses, sanctions, grants and concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain and Acquire and to carryout exercise and comply with any such arrangements, rights, powers, privileges, licenses, decrees, sanctions, grants and concessions.
15. To grant licenses or concessions over or in respect of any property or rights of the Company.
16. To institute, conduct and defend all actions and legal proceedings, against the Company and its officers and to refer any claim or demand by or against the Company and its officers to arbitration and to perform or challenge the awards if necessary.
17. To insure the whole or any part of the Company, either fully or partially, to protect and indemnify the Company from liability or loss in any respect , either fully or partially and also to insure and to protect and indemnify any part or portion thereof, either on mutual principle or otherwise.
18. To exercise all or any of its corporate powers, rights and privileges and to conduct its business in all or any of its branches in India and in any or all states, territories, possessions and dependencies thereof and in any or all foreign countries, and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient.
19. To do all and everything necessary suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporate

bodies, firms, or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to, or growing out of, connected with the aforesaid business or powers, or any, parts thereof, provided the same be not inconsistent of the Union of India.

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 Authorized share capital of the company is Rs. 1,00,000/- (One Lac Rupees Only), divided into 10,000 (Ten Thousand) equity shares of Rs. 10/- (Ten rupees) each.

We the several person whose name and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association and we respectively agree to take the numbers of shares in the capital of the company set opposite to our respective names.

Subscriber Details					
Sr No.	Names, addresses, descriptions and occupations of subscribers	DIN / PAN / Passport Number	No. of shares taken by each subscriber	DSC	Dated
1	MAYURI ANKUR OZA D/O MAYURI MAHESHKUMAR MISTRY ADDRESS: BLOCK NO. 74, RADHE RESIDENCY 2, NR. AYODHYACHOWK, RAJKOT GUJARAT 360001 OCCUPATION: BUSINESS	AAJPO6013G	10000 EQUITY	SD/-	01/10/2019
TOTAL			10,000 EQUITY		

SIGNED BEFORE ME

NAME	ADDRESS, DISCRPTION & OCCUPATION	MEMBERSHIP NUMBER	DSC	DATED
ACS JAY ASHOKBHAI GOHIL	239 KHODIYAR COMPLEX, RAJPUTPARA MAIN ROAD RAJKOT – 360001 OCC: PRACTICING COMPANY SECRETARY	41828	SD/-	01/10/2019

NOMINEE

NAME	ADDRESS	DATED
ANKUR MUKESH OZA S/O MUKESH VASANTRAI OZA	BLOCK NO. 74, RADHA RESIDENCY 2, NR AYODHYA CHOWK BEHIND GOKUL MATHURA COMPLEX, 150 FT RING ROAD RAJKOT 360007	01/10/2019

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

ARTICLES OF ASSOCIATION
OF
KAIDEN HOLIDAYS (OPC) PRIVATE LIMITED
A COMPANY LIMITED BY SHARES

Interpretation

- I. (1) In these regulations --
 - (a) "the Act" means the Companies Act, 2013,
 - (b) "the seal" means the common seal of the company.
- (2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

Share capital and variation of rights

- III. 1. 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 be under the seal and 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.

- (ii) The provisions of Articles (2) and (3) shall *mutatis mutandis* apply to debentures of the company.
4. Except as required by law, no person shall be recognized 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 recognize (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.

Lien

7. (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:

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.

8. 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.

9. (i) To give effect to any such sale, the Board may authorize 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.

10. (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

11. (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.
12. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.
 13. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
 14. (i) 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.
(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
 15. (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.
 16. 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

17. (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.
18. The Board may, subject to the right of appeal conferred by section 58 decline to register—
 - (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
 - (b) any transfer of shares on which the company has a lien.

19. 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.
20. 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

21. (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 recognized 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.
22. (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.
23. (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.

24. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

In case of a One Person Company –

(i) on the death of the sole member, the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member;

(ii) the nominee on becoming entitled to such shares in case of the member's death shall be informed of such event by the Board of the company;

(iii) such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable;

(iv) on becoming member, such nominee shall nominate any other person with the prior written consent of such person who, shall in the event of the death of the member, become the member of the company.

Forfeiture of shares

25. 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.
26. The notice aforesaid shall—
- (a) 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
 - (b) 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.

27. 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.
28.
 - (i) A forfeited share may be sold or otherwise disposed off 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.
29.
 - (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.
30.
 - (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;
 - (iii) The transferee shall thereupon be registered as the holder of the share; and
 - (iv) 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.
31. 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

32. 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.
33. Subject to the provisions of section 61, the company may, by ordinary resolution,—