

6

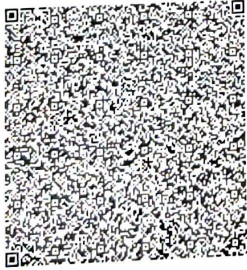


सत्यमेव जयते

INDIA NON JUDICIAL
Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL59943458179681P
Certificate Issued Date	: 04-Dec-2017 01:59 PM
Account Reference	: IMPACC (IV)/ dl905503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL90550322605427639120P
Purchased by	: TEACH FOR GREEN PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TEACH FOR GREEN PVT LTD
Second Party	: ACIIE
Stamp Duty Paid By	: TEACH FOR GREEN PVT LTD
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



Please write or type below this line.....



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2. The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.

[to be executed on a non-judicial stamp paper of Rs. 300/-]

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is executed on this 11th day of December 2017 ("Effective Date") at WS 3 – Mezzanine Floor, Ambedkar University Delhi.

By and between:

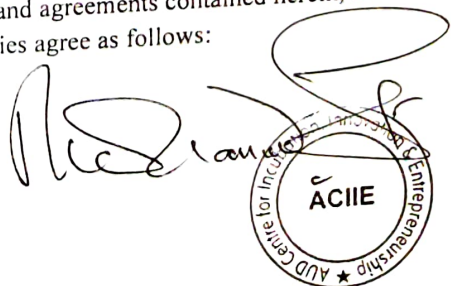
1. AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company, incorporated under section 8 of the Companies Act, 2013 having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, India, (hereinafter referred to as "ACIIE", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART; and
2. Teach For Green, a private limited company, incorporated under the provisions of the Companies Act, 2013 having its registered office at 228 GF, Bank Enclave, Laxmi Nagar, East Delhi, Delhi, India-110092, (hereinafter referred to as the "Resident Company" / "Incubatee", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART.

ACIIE and the Incubatee shall individually be referred to as a "Party" and collectively as the "Parties"

WHEREAS:

- A. ACIIE is a not for profit company that promotes the translation of conceptual learning into socially useful practice by providing mentoring, guidance, infrastructural facilities, resources and support to individuals, groups, and companies in consideration for Service Fees (as defined hereinunder).
- B. The Incubatee wishes to avail the Services provided by ACIIE for its growth and development.
- C. The Parties are desirous of entering into an arrangement in respect of the Services mentioned above and such an arrangement shall be governed by the terms of this Agreement.

Now, therefore, in consideration of mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:





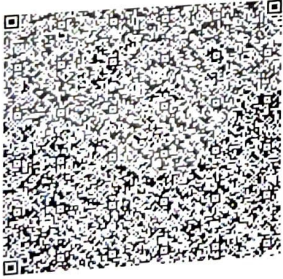
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

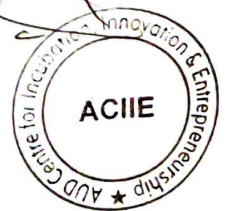
Certificate No. : IN-DL59935149552560P
Certificate Issued Date : 04-Dec-2017 01:47 PM
Account Reference : IMPACC (IV)/ dl905503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL90550322586831367679P
Purchased by : TEACH FOR GREEN PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : TEACH FOR GREEN PVT LTD
Second Party : ACIIE
Stamp Duty Paid By : TEACH FOR GREEN PVT LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line.....

May 2017

[Handwritten Signature]



[To be executed on a stamp paper of Rs. 500/-]

Share Subscription And Shareholders' Agreement

This Share Subscription And Shareholders' Agreement (the "**Agreement**") is executed on [11th December, 2017] (the "**Effective Date**") by and between:

- (1) AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company incorporated under section 8 of the Companies Act, 2013, having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, India, (hereinafter referred to as "**ACIIE**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **FIRST PART**;
- (2) Teach For Green, a private limited company incorporated and existing under the laws of India and having its registered office at 228 GF, Bank Enclave, Laxmi Nagar, East Delhi, Delhi, India-110092, (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **SECOND PART**; and
- (3) **The Persons Listed in Schedule I** (hereinafter referred to as the "**Promoters**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, legal heirs and permitted assigns) of the **THIRD PART AND FINAL PART**.

ACIIE, the Company and the Promoters are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".


WHEREAS:

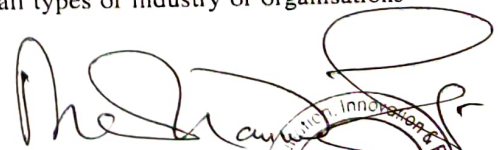
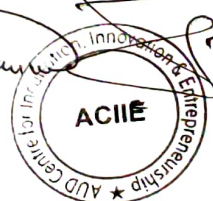
A. The Company is engaged in the business of *[Description of the business of the Company]* ("**Business**").

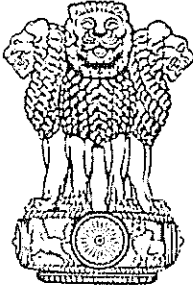
1. To assist in providing a renewable energy source i.e. wind, solar, and to promote the benefit of same to households, and to arrange for the maintenance and management of a renewable energy source.

2. To promote and support a range of environmentally friendly and renewable energy projects and initiatives within the Operating Area with the long-term view of making India a carbon neutral community and to encourage awareness of renewable energy sources and the benefits of improved energy efficiency towards reducing greenhouse gas emissions within the area of benefit and to the public in general.

3. To act as management consultant and render services to the company, government, central or state or any municipal or other body corporate or association or individual with capital, credit, means or resources for the prosecution of any works, undertaking, projects or enterprises. And To act as management consultant and render engineering, technical management and other skilled and other services to all types of industry or organisations

May 2017




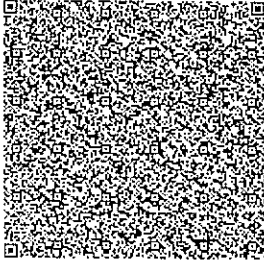
सत्यमेव जयते

INDIA NON JUDICIAL

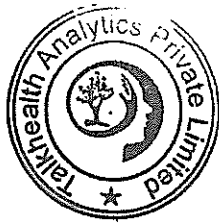
Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL88272648191954P
Certificate Issued Date : 31-May-2017 01:42 PM
Account Reference : IMPACC (SH)/ dlshimp17/ TIS HAZARI/ DL-DLH
Unique Doc. Reference : SUBIN-DLDSLHIMP1777366069308106P
Purchased by : TALKHEALTH ANALYTICS PVT LTD
Description of Document : Article 5 General Agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : TALKHEALTH ANALYTICS PVT LTD
Second Party : ACIIE
Stamp Duty Paid By : TALKHEALTH ANALYTICS PVT LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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Siddhant Khurana



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2. The details of this Stamp Certificate are intended for the users of the certificate.
3. For any further queries, please contact the Competent Authority.

Share Subscription and Shareholders' Agreement


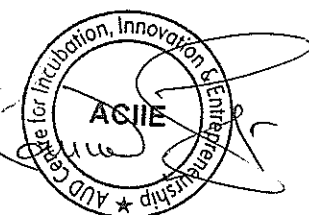
This Share Subscription and Shareholders' Agreement (the "Agreement") is executed on 17th June 2017 (the "Effective Date") by and between:

- (1) **AUD Centre for Incubation, Innovation and Entrepreneurship**, a not for profit company incorporated under section 8 of the Companies Act, 2013, having its registered office at WS 3, 1st Floor, Ambedkar University, Delhi, Kashmere Gate, New Delhi-110006, India, (hereinafter referred to as "**ACIIE**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **FIRST PART**;
- (2) **Talkhealth Analytics Pvt Ltd**, a private limited company incorporated and existing under the laws of India and having its registered office at B-22, First Floor, Preet Vihar, Delhi-110092 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **SECOND PART**; and
- (3) **The Persons Listed in Schedule I** (hereinafter referred to as the "**Promoters**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, legal heirs and permitted assigns) of the **THIRD PART AND FINAL PART**.

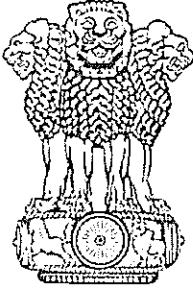
ACIIE, the Company and the Promoters are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Company is engaged in the business of providing Health Care services.
- B. The Company had, pursuant to the recommendation of the Board *via* resolution dated 15th June 2017 made an offer for the issue of 204 equity shares @ Rs. 10/- (face value) and a premium of Rs. 4,990/- on rights basis to the existing equity Shareholders of the Company ("**Rights Issue**"). At the Board meeting held on 15th June 2017 the Board took on record the letters of non-participation submitted by the offerees declining to subscribe to 204 equity shares;
- C. The Board being empowered to dispose of the equity shares declined by the existing equity Shareholders, as per Section 62(1)(a)(iii) of the Companies Act, 2013, has decided to dispose the declined 204 equity shares in a manner not detrimental to the Company or to the Shareholders and accordingly has offered the same to ACIIE;
- D. The Promoters and the Company have requested ACIIE and ACIIE desires to (based on the Warranties and covenants given by the Promoters and the Company hereunder) to invest the Subscription Amount in the manner stated in Clause 3, in consideration for the subscription to Subscription Shares; and
- E. The Parties are now entering into this Agreement for the purpose of recording the terms of the investment by ACIIE in the Company and regulating the relationship of the Promoters, ACIIE and the Company, their *inter se* rights and obligations with respect to



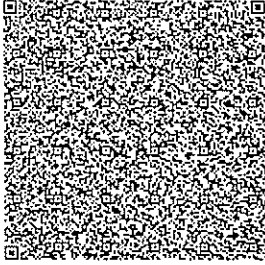
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Certificate No. : IN-DL88271574788557P
Certificate Issued Date : 31-May-2017 01:41 PM
Account Reference : IMPACC (SH)/ dlshimp17/ TIS HAZARI/ DL-DLH
Unique Doc. Reference : SUBIN-DLDSLHIMP1777366804627747P
Purchased by : TALKHEALTH ANALYTICS PVT LTD
Description of Document : Article 5 General Agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : TALKHEALTH ANALYTICS PVT LTD
Second Party : ACIE
Stamp Duty Paid By : TALKHEALTH ANALYTICS PVT LTD
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



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Siddhant Khurana



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verification of the details of the certificate. Any discrepancy in the details on this Certificate and as shown on the website www.shoilestamp.com shall be the responsibility of the users of the certificate. The Government of National Capital Territory of Delhi is the Competent Authority.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is executed on this 17th day of June 2017 ("Effective Date") at ACIIE, AUD CAMPUS, Kashmere Gate, Delhi-110006.

By and between:

1. AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company, incorporated under section 8 of the Companies Act, 2013 having its registered office at WS 3, 1st Floor, Ambedkar University, Delhi, Kashmere Gate, New Delhi-110006, (hereinafter referred to as "ACIIE", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART; and
2. **Talkhealth Analytics Pvt. Ltd.**, a private limited company, incorporated under the provisions of the Companies Act, 2013 having its registered office at B-22, First Floor, Preet Vihar, Delhi-110092, (hereinafter referred to as the "**Resident Company**" / "**Incubatee**", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART.

ACIIE and the Incubatee shall individually be referred to as a "Party" and collectively as the "Parties"

WHEREAS:

- A. ACIIE is a not for profit company that promotes the translation of conceptual learning into socially useful practice by providing mentoring, guidance, infrastructural facilities, resources and support to individuals, groups, and companies in consideration for Service Fees (as defined hereunder).
- B. The Incubatee wishes to avail the Services provided by ACIIE for its growth and development.
- C. The Parties are desirous of entering into an arrangement in respect of the Services mentioned above and such an arrangement shall be governed by the terms of this Agreement.

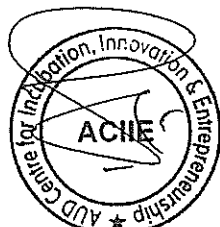
Now, therefore, inconsideration of mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Objective

ACIIE will incubate the Incubatee at the centre located in the vicinity of Ambedkar University, Delhi and shall provide the Services for which ACIIE shall collect nominal fees from the Incubatee ("**Service Fees**").

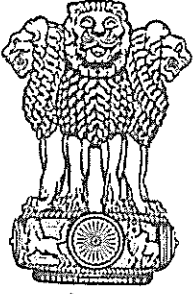
2. Scope of Services

- i) The Services provided by ACIIE to the Incubatee, for the purpose of incubation shall include, *inter alia*, the following ("**Services**"):
 - a) Mentoring services (including domain expertise mentoring and



Siddhant Khurra





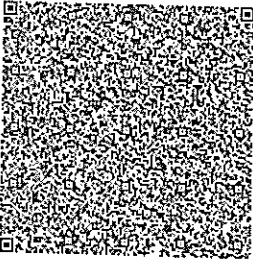
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Certificate No. : IN-DL44220909018053P
Certificate Issued Date : 23-Oct-2017 12:48 PM
Account Reference : IMPACC (IV)/ dl845303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL84530390455482194147P
Purchased by : SLAM OUT LOUD ARTS PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SLAM OUT LOUD ARTS PVT LTD
Second Party : ACIIE
Stamp Duty Paid By : SLAM OUT LOUD ARTS PVT LTD
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



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For SLAM OUT LOUD ARTS PVT. LTD.

Director

[Handwritten signature]

For SLAM OUT LOUD ARTS PVT. LTD.

Director

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SERVICES AGREEMENT

This Services Agreement (the "Agreement") is executed on 30th day of October 2017 Effective immediately.

By and between:

1. AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company, incorporated under section 8 of the Companies Act, 2013 having its registered office at Ambedkar University, Delhi Room No. 71, 1st Floor, Kashmere Gate, New Delhi-110 006, (hereinafter referred to as "ACIIE", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART; and
2. Slam Out Loud Arts Pvt Ltd, a private limited company, incorporated under the provisions of the Companies Act, 2013 having its registered office at A21, Paryavaran Complex, Saket, New Delhi, (hereinafter referred to as the "Resident Company" / "Incubatee", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART.

Or

[·], son of Mr. [·], having permanent account number [·] and having permanent residence at [·], (hereinafter referred to as the "Incubatee", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his successors-in-interest, legal heirs and permitted assigns) of the SECOND PART]. *[LLILS Comment: Draft to be accordingly modified in case the Incubatee is an individual or a partnership firm.]*

ACIIE and the Incubatee shall individually be referred to as a "Party" and collectively as the "Parties"

WHEREAS:

- A. ACIIE is a not for profit company that promotes the translation of conceptual learning into socially useful practice by providing mentoring, guidance, infrastructural facilities, resources and support to individuals, groups, and companies in consideration for Service Fees (as defined hereinunder).
- B. The Incubatee wishes to avail the Services provided by ACIIE for its growth and development.
- C. The Parties are desirous of entering into an arrangement in respect of the Services mentioned above and such an arrangement shall be governed by the terms of this Agreement.

Now, therefore, in consideration of mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Objective

ACIIE will incubate the Incubatee at the centre located in the vicinity of Ambedkar University, Delhi and shall provide the Services for which ACIIE shall collect

For SLAM OUT LOUD ARTS PVT. LTD.

Dir



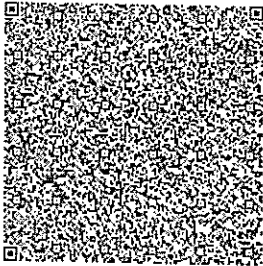
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Certificate No. : IN-DL44221643875057P
Certificate Issued Date : 23-Oct-2017 12:48 PM
Account Reference : IMPACC (IV)/ dl845303/ DELHI/ DL-DLH.
Unique Doc. Reference : SUBIN-DL84530390454757394136P
Purchased by : SLAM OUT LOUD ARTS PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SLAM OUT LOUD ARTS PVT LTD
Second Party : ACIIE
Stamp Duty Paid By : SLAM OUT LOUD ARTS PVT LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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SLAM OUT LOUD ARTS PVT LTD

Director

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Share Subscription And Shareholders' Agreement

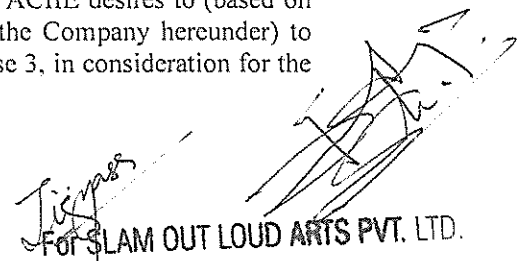
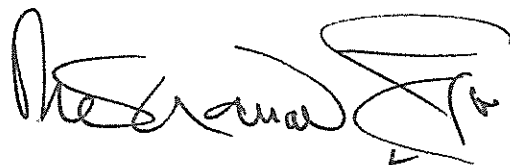
This Share Subscription And Shareholders' Agreement (the "Agreement") is executed on 30th October 2017 effective immediately:

- (1) AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company incorporated under section 8 of the Companies Act, 2013, having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, India, (hereinafter referred to as "ACIIE", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **FIRST PART**;
- (2) Slam Out Loud Arts Pvt Ltd, a private limited company incorporated and existing under the laws of India and having its registered office at A21, Paryavaran Complex, Saket, New Delhi, (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **SECOND PART**; and
- (3) **The Persons Listed in Schedule I** (hereinafter referred to as the "Promoters", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, legal heirs and permitted assigns) of the **THIRD PART AND FINAL PART**.

ACIIE, the Company and the Promoters are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Company is engaged in the business of using Arts to build skills in children, youth, corporates and artisans through individual and group engagement.
- B. The Company had, pursuant to the recommendation of the Board *via* resolution dated 27 Oct. 17, and subsequent approval by the Shareholders in the General Meeting convened on 27 Oct. 17, made an offer for the issue of 527 equity shares @ Rs. 10/- face value and premium of Rs. 1877/- on rights basis to the existing equity Shareholders of the Company ("Rights Issue"). At the Board meeting held on 30 Oct. 17, the Board took on record the letters of non-participation submitted by the offeres declining to subscribe to 500 equity shares;
- C. The Board being empowered to dispose of the equity shares declined by the existing equity Shareholders, as per Section 62(1)(a)(iii) of the Companies Act, 2013, has decided to reissue the declined 527 equity shares in a manner not detrimental to the Company or to the Shareholders and accordingly has offered the same to ACIIE;
- D. The Promoters and the Company have requested ACIIE and ACIIE desires to (based on the Warranties and covenants given by the Promoters and the Company hereunder) to invest the Subscription Amount in the manner stated in Clause 3, in consideration for the subscription to Subscription Shares; and



For SLAM OUT LOUD ARTS PVT. LTD.

Director



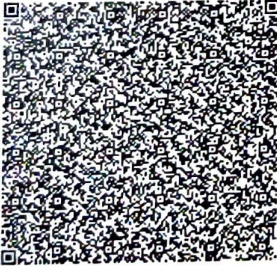
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Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL61492326887928P
Certificate Issued Date : 08-Dec-2017 01:34 PM
Account Reference : IMPACC (IV)/ dl899703/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL89970325917848529853P
Purchased by : PANCHTATVVA HOSPITALITY PVT LTD
Description of Document : Article 46 Partnership
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : PANCHTATVVA HOSPITALITY PVT LTD
Second Party : ACIIE
Stamp Duty Paid By : PANCHTATVVA HOSPITALITY PVT LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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Swati
Meenakshi,
PANCHTATVVA HOSPITALITY
PRIVATE LIMITED
G-3/3, Sector 3, Block G, Conch, NOIDA
Rishabh

(Handwritten Signature)

Statutory Alert:

Stamp Certificate should be verified at "www.shillestamp.com". Any discrepancy in the details on this Certificate and as

[To be executed on a stamp paper of Rs. 500/-]

Share Subscription And Shareholders' Agreement

This Share Subscription And Shareholders' Agreement (the "Agreement") is executed on [11th December 2017] (the "Effective Date") by and between:

- (1) AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company incorporated under section 8 of the Companies Act, 2013, having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, India, (hereinafter referred to as "ACIIE", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **FIRST PART**;
- (2) Panchtatvva Hospitality Pvt. Ltd, a private limited company incorporated and existing under the laws of India and having its registered office at House no 79, sector 28, Noida, UP-201301, (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **SECOND PART**; and
- (3) **The Persons Listed in Schedule I** (hereinafter referred to as the "Promoters", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, legal heirs and permitted assigns) of the **THIRD PART AND FINAL PART**.

ACIIE, the Company and the Promoters are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Company is engaged in the business of [serving hygiene food to the different market segments at reasonable prise]
- B. **The Company had, pursuant to the recommendation of the Board via resolution dated 12.10.2017, and subsequent approval by the Shareholders in the General Meeting convened on 13.11.2017, made an offer for the issue of 527 equity share @ Rs.10 (Face value) and a premium of Rs.1887.53/- [5% equity shares] on rights basis to the existing equity Shareholders of the Company ("Rights Issue"). At the Board meeting held on 13.11.2017, the Board took on record the letters of non-participation submitted by the offerees declining to subscribe to 527 equity shares;**
- C. The Board being empowered to dispose of the equity shares declined by the existing equity Shareholders, as per Section 62(1)(a)(iii) of the Companies Act, 2013, has decided to dispose the declined 527 equity shares in a manner not detrimental to the Company or to the Shareholders and accordingly has offered the same to ACIIE;
- D. The Promoters and the Company have requested ACIIE and ACIIE desires to (based on the Warranties and covenants given by the Promoters and the Company hereunder) to invest the Subscription Amount in the manner stated in Clause 3, in consideration for the subscription to Subscription Shares; and

Swati
Meenakshi
PANCHTATVVA HOSPITALITY
PRIVATE LIMITED
79, Ground Floor, Sector-28, NOIDA
Wishu

[Signature] *[Signature]*



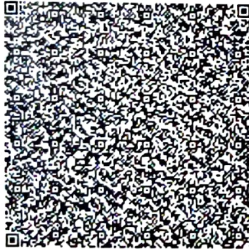
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL61492184028597P
Certificate Issued Date	: 08-Dec-2017 01:33 PM
Account Reference	: IMPACC (IV)/ dl899703/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL89970325931259574466P
Purchased by	: PANCHTATVVA HOSPITALITY PVT LTD
Description of Document	: Article 46 Partnership
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PANCHTATVVA HOSPITALITY PVT LTD
Second Party	: ACIIE
Stamp Duty Paid By	: PANCHTATVVA HOSPITALITY PVT LTD
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



Please write or type below this line.....

Swati
meenakshi

Vishal Gohran

Mediana

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is executed on this **11th December 2017** ("Effective Date") at ACIIE Centre, Kashemre gate, Delhi.

By and between:

1. AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company, incorporated under section 8 of the Companies Act, 2013 having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, (hereinafter referred to as "ACIIE", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART; and
2. Panchtatvva Hospitality Private Limited, a private limited company, incorporated under the provisions of the Companies Act, 2013 having its registered office at House no 79, sector 28, Noida, UP-201301, (hereinafter referred to as the "Resident Company" / "Incubatee", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART.

ACIIE and the Incubatee shall individually be referred to as a "Party" and collectively as the "Parties"

WHEREAS:

- A. ACIIE is a not for profit company that promotes the translation of conceptual learning into socially useful practice by providing mentoring, guidance, infrastructural facilities, resources and support to individuals, groups, and companies in consideration for Service Fees (as defined hereinunder).
- B. The Incubatee wishes to avail the Services provided by ACIIE for its growth and development.
- C. The Parties are desirous of entering into an arrangement in respect of the Services mentioned above and such an arrangement shall be governed by the terms of this Agreement.

Now, therefore, in consideration of mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Objective

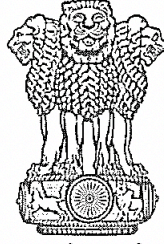
ACIIE will incubate the Incubatee at the centre located in the vicinity of Ambedkar University, Delhi and shall provide the Services for which ACIIE shall collect nominal fees from the Incubatee ("Service Fees").

2. Scope of Services

The Services provided by ACIIE to the Incubatee, for the purpose of incubation shall include, *inter alia*, the following ("Services").

Shashi
Meenalishi
PANCHTATVVA HOSPITALITY
PRIVATE LIMITED
79, Ground Floor, Sector-28, Noida
[Signature]

[Signature]



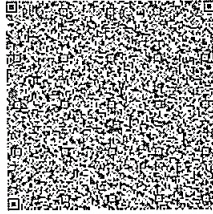
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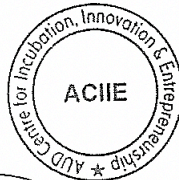
Government of National Capital Territory of Delhi

e-Stamp

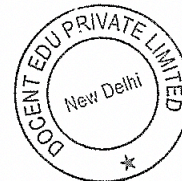
Certificate No. : IN-DL56378899873004Q
Certificate Issued Date : 26-Jul-2018 01:31 PM
Account Reference : IMPACC (IV)/ dl804303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL80430316852376941158Q
Purchased by : DOCENT EDU PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ACIIE
Second Party : DOCENT EDU PVT LTD
Stamp Duty Paid By : DOCENT EDU PVT LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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Share Subscription And Shareholders' Agreement

This Share Subscription And Shareholders' Agreement (the "Agreement") is executed on [6th Aug 2018] (the "Effective date") by and between:

- (1) AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company incorporated under section 8 of the Companies Act, 2013, having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, India, (hereinafter referred to as "ACIIE", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **FIRST PART**;
- (2) Docent Edu Private Limited, a private limited company incorporated and existing under the laws of India and having its registered office at 23/12, East Patel Nagar, New Delhi, Central Delhi, Delhi-110008 (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **SECOND PART**; and
- (3) **The Persons Listed in Schedule I** (hereinafter referred to as the "Promoters", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, legal heirs and permitted assigns) of the **THIRD PART AND FINAL PART**.

ACIIE, the Company and the Promoters are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Company is engaged in the business of conducting workshops on communication skills and Journalism
- B. The Company had, pursuant to the recommendation of the Board *via* resolution dated 26th July 18, and subsequent approval by the Shareholders in the General Meeting convened on 26th July 18, made an offer for the issue of 153 equity share @ Rs.10 (Face value) and a premium of Rs.1951/-[1.5% equity shares] on rights basis to the existing equity Shareholders of the Company ("Rights Issue"). At the Board meeting held on 26th July 18, the Board took on record the letters of non-participation submitted by the offerees declining to subscribe to 153 equity shares;
- C. The Board being empowered to dispose of the equity shares declined by the existing equity Shareholders, as per Section 62(1)(a)(iii) of the Companies Act, 2013, has decided to dispose the declined 153 equity shares in a manner not detrimental to the Company or to the Shareholders and accordingly has offered the same to ACIIE;
- D. The Promoters and the Company have requested ACIIE and ACIIE desires to (based on the Warranties and covenants given by the Promoters and the Company hereunder) to invest the Subscription Amount in the manner stated in Clause 3, in consideration for the subscription to Subscription Shares; and
- E. The Parties are now entering into this Agreement for the purpose of recording the terms of the investment by ACIIE in the Company and regulating the relationship of the Promoters,





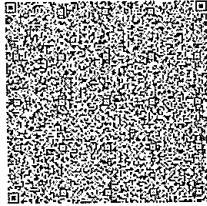
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Certificate No. : IN-DL56377396876253Q
Certificate Issued Date : 26-Jul-2018 01:29 PM
Account Reference : IMPACC (IV)/ dl804303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL80430316853757658715Q
Purchased by : DOCENT EDU PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ACIIE
Second Party : DOCENT EDU PVT LTD
Stamp Duty Paid By : DOCENT EDU PVT LTD
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



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SERVICES AGREEMENT

This Services Agreement (the "Agreement") is executed on this 6th Aug 2018 ("Effective Date") at ACIIE Centre, Kashemre gate, Delhi.

By and between:

1. AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company, incorporated under section 8 of the Companies Act, 2013 having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, (hereinafter referred to as "ACIIE", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART; and
2. Docent Edu Private Limited, a private limited company, incorporated under the provisions of the Companies Act, 2013 having its registered office at [23/12, East Patel Nagar, New Delhi, Central Delhi, Delhi-110008] (hereinafter referred to as the "Resident Company" / "Incubatee", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART.

ACIIE and the Incubatee shall individually be referred to as a "Party" and collectively as the "Parties"

WHEREAS:

- A. ACIIE is a not for profit company that promotes the translation of conceptual learning into socially useful practice by providing mentoring, guidance, infrastructural facilities, resources and support to individuals, groups, and companies in consideration for Service Fees (as defined hereinunder).
- B. The Incubatee wishes to avail the Services provided by ACIIE for its growth and development.
- C. The Parties are desirous of entering into an arrangement in respect of the Services mentioned above and such an arrangement shall be governed by the terms of this Agreement.

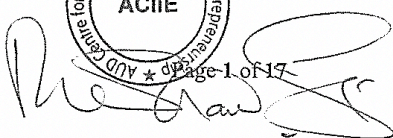
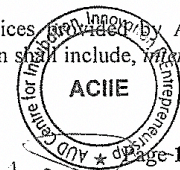
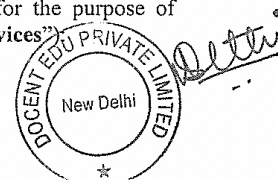
Now, therefore, in consideration of mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Objective

ACIIE will incubate the Incubatee at the centre located in the vicinity of Ambedkar University, Delhi and shall provide the Services for which ACIIE shall collect nominal fees from the Incubatee ("Service Fees").

2. Scope of Services

- i) The Services provided by ACIIE to the Incubatee, for the purpose of incubation shall include, *inter alia*, the following ("Services")



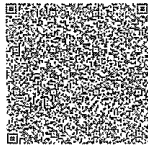
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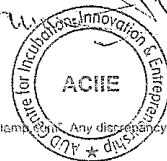
e-Stamp

Certificate No. : IN-DL71311240410444R
Certificate Issued Date : 10-Apr-2019 03:07 PM
Account Reference : IMPACC (IV)/ dl969503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL96950347796471551612R
Purchased by : ACIIE
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ACIIE
Second Party : KHEDUT SAMRIDDI PRIVATE LIMITED
Stamp Duty Paid By : ACIIE
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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[Handwritten Signature]



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Share Subscription And Shareholders' Agreement

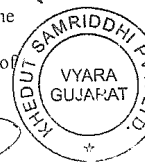
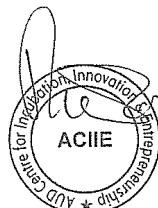
This Share Subscription And Shareholders' Agreement (the "Agreement") is executed on [7th June 2019] (the "Effective date") by and between:

- (1) AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company incorporated under section 8 of the Companies Act, 2013, having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, India, (hereinafter referred to as "ACIIE", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **FIRST PART**;
- (2) Khedut Samridhhi Private Limited, a private limited company incorporated and existing under the laws of India and having its registered office at 6, Sai Nagar Panvadi, Near Indraprastha, Society, Musa Road, Vyara, Gujarat, India, 394650. (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **SECOND PART**; and
- (3) **The Persons Listed in Schedule I** (hereinafter referred to as the "Promoters", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, legal heirs and permitted assigns) of the **THIRD PART AND FINAL PART**.

ACIIE, the Company and the Promoters are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Company is engaged in the business of production and sale of organic fertilizers and pesticides with the help of Farmer Business Partners.
- B. The Company had, pursuant to the recommendation of the Board *via* resolution dated 21st May 2019, and subsequent approval by the Shareholders in the General Meeting convened on 21st May 2019, made an offer for the issue of 527 equity share @ Rs.10 (Face value) and a premium of Rs.1887.53 /-[5% equity shares] on rights basis to the existing equity Shareholders of the Company ("Rights Issue"). At the Board meeting held on 21st May 2019, the Board took on record the letters of non-participation submitted by the offerees declining to subscribe to 527 equity shares;
- C. The Board being empowered to dispose of the equity shares declined by the existing equity Shareholders, as per Section 62(1)(a)(iii) of the Companies Act, 2013, has decided to dispose the declined 527 equity shares in a manner not detrimental to the Company or to the Shareholders and accordingly has offered the same to ACIIE;
- D. The Promoters and the Company have requested ACIIE and ACIIE desires to (based on the Warranties and covenants given by the Promoters and the Company hereunder) to invest the Subscription Amount in the manner stated in Clause 3, in consideration for the subscription to Subscription Shares; and
- E. The Parties are now entering into this Agreement for the purpose of recording the terms of





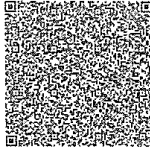
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Certificate No. : IN-DL71310523742389R
Certificate Issued Date : 10-Apr-2019 03:06 PM
Account Reference : IMPACC (IV)/ dl969503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL71310523742389R
Purchased by : ACIIE
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ACIIE
Second Party : KHEDUT SAMRIDDI PRIVATE LIMITED
Stamp Duty Paid By : ACIIE
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



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2. The onus of checking the legitimacy is on the users of the certificate.
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SERVICES AGREEMENT

This Services Agreement (the "Agreement") is executed on this 7th Jun 2019 ("Effective Date") at ACIIE Centre, Kashemre gate, Delhi.

By and between:

1. AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company, incorporated under section 8 of the Companies Act, 2013 having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, (hereinafter referred to as "ACIIE", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART; and
2. Khedut Samridhhi Private Limited, a private limited company, incorporated under the provisions of the Companies Act, 2013 having its registered office at [6, Sai Nagar Panvadi, Near Indraprastha, Society, Musa Road, Vyara, Gujarat, India, 394650.] (hereinafter referred to as the "Resident Company" / "Incubatee", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART.

ACIIE and the Incubatee shall individually be referred to as a "Party" and collectively as the "Parties"

WHEREAS:

- A. ACIIE is a not for profit company that promotes the translation of conceptual learning into socially useful practice by providing mentoring, guidance, infrastructural facilities, resources and support to individuals, groups, and companies in consideration for Service Fees (as defined hereinunder).
- B. The Incubatee wishes to avail the Services provided by ACIIE for its growth and development.
- C. The Parties are desirous of entering into an arrangement in respect of the Services mentioned above and such an arrangement shall be governed by the terms of this Agreement.

Now, therefore, in consideration of mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Objective

ACIIE will incubate the Incubatee at the centre located in the vicinity of Ambedkar University, Delhi and shall provide the Services for which ACIIE shall collect nominal fees from the Incubatee ("Service Fees").

2. Scope of Services

- i) The Services provided by ACIIE to the Incubatee, for the purpose of incubation shall include, *inter alia*, the following ("Services"):





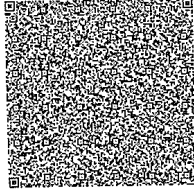
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Certificate No. : IN-DL51735109723475Q
Certificate Issued Date : 17-Jul-2018 12:58 PM
Account Reference : IMPACC (IV)/ dl826203/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL82620307424535396401Q
Purchased by : NUTRACEUTICAL RICH ORGANIC INDIA PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NUTRACEUTICAL RICH ORGANIC INDIA PVT LTD
Second Party : ACIIE DELHI
Stamp Duty Paid By : NUTRACEUTICAL RICH ORGANIC INDIA PVT LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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2. The onus of checking the legitimacy is on the users of the certificate.
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Share Subscription And Shareholders' Agreement

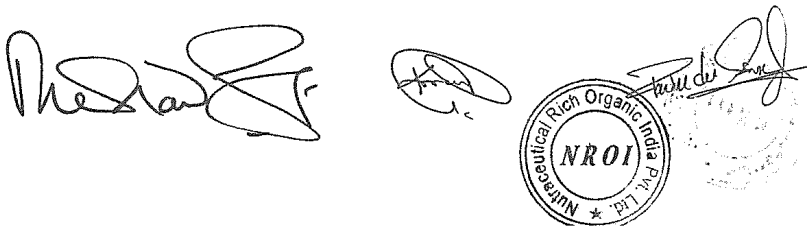
This Share Subscription And Shareholders' Agreement (the "Agreement") is executed on [17th July 2018 (the "Effective date") by and between:

- (1) AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company incorporated under section 8 of the Companies Act, 2013, having its registered office at Ambedkar University, Delhi Room No. 71, 1st Floor, Kashmere Gate, New Delhi-110 006, India, (hereinafter referred to as "ACIIE", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **FIRST PART**;
- (2) Nutraceutical Rich Organic India Pvt. Ltd, a private limited company incorporated and existing under the laws of India and having its registered office at house no- 99/1,kala danda beniganj allahabad, lucknow u.p 226021,(hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **SECOND PART**; and
- (3) **The Persons Listed in Schedule I** (hereinafter referred to as the "Promoters", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, legal heirs and permitted assigns) of the **THIRD PART AND FINAL PART**.

ACIIE, the Company and the Promoters are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Company is engaged in the business of [manufacturing Nutraceutical food products]
- B. The Company had, pursuant to the recommendation of the Board *via* resolution dated 12th July 18, and subsequent approval by the Shareholders in the General Meeting convened on 12th July 18, made an offer for the issue of 420 equity share @ Rs.10 (Face value) and a premium of Rs.1895.[4% equity shares] on rights basis to the existing equity Shareholders of the Company ("Rights Issue"). At the Board meeting held on 12th July 18, the Board took on record the letters of non-participation submitted by the offerees declining to subscribe to 420 equity shares;
- C. The Board being empowered to dispose of the equity shares declined by the existing equity Shareholders, as per Section 62(1)(a)(iii) of the Companies Act, 2013, has decided to dispose the declined 420 equity shares in a manner not detrimental to the Company or to the Shareholders and accordingly has offered the same to ACIIE;
- D. The Promoters and the Company have requested ACIIE and ACIIE desires to (based on the Warranties and covenants given by the Promoters and the Company hereunder) to invest the Subscription Amount in the manner stated in Clause 3, in consideration for the subscription to Subscription Shares; and
- E. The Parties are now entering into this Agreement for the purpose of recording the terms of the investment by ACIIE in the Company and regulating the relationship of the Promoters,





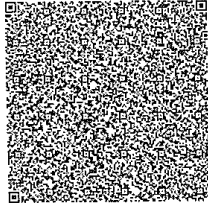
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Government of National Capital Territory of Delhi

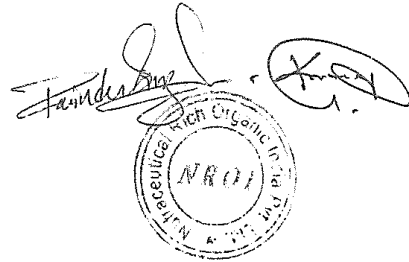
e-Stamp

Certificate No.	: IN-DL51735807563112Q
Certificate Issued Date	: 17-Jul-2018 12:58 PM
Account Reference	: IMPACC (IV) d1826203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL82620307425674721133Q
Purchased by	: NUTRACEUTICAL RICH ORGANIC INDIA PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NUTRACEUTICAL RICH ORGANIC INDIA PVT LTD
Second Party	: ACIIE DELHI
Stamp Duty Paid By	: NUTRACEUTICAL RICH ORGANIC INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



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[Handwritten Signature]



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2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is executed on this 17th July 2018 ("Effective Date") at ACIIE Centre, Kashemre gate, Delhi.

By and between:

1. AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company, incorporated under section 8 of the Companies Act, 2013 having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, (hereinafter referred to as "ACIIE", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART; and
2. Nutraceutical Rich Organic India Pvt. Ltd, a private limited company, incorporated under the provisions of the Companies Act, 2013 having its registered office at [house no- 99/1, kala danda beniganj allahabad, lucknow u.p 226021] (hereinafter referred to as the "Resident Company" / "Incubatee", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART.

ACIIE and the Incubatee shall individually be referred to as a "Party" and collectively as the "Parties"

WHEREAS:

- A. ACIIE is a not for profit company that promotes the translation of conceptual learning into socially useful practice by providing mentoring, guidance, infrastructural facilities, resources and support to individuals, groups, and companies in consideration for Service Fees (as defined hereinunder).
- B. The Incubatee wishes to avail the Services provided by ACIIE for its growth and development.
- C. The Parties are desirous of entering into an arrangement in respect of the Services mentioned above and such an arrangement shall be governed by the terms of this Agreement.

Now, therefore, in consideration of mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Objective

ACIIE will incubate the Incubatee at the centre located in the vicinity of Ambedkar University, Delhi and shall provide the Services for which ACIIE shall collect nominal fees from the Incubatee ("Service Fees").

2. Scope of Services

- i) The Services provided by ACIIE to the Incubatee, for the purpose of incubation shall include, *inter alia*, the following ("Services"):



Page 1 of 17

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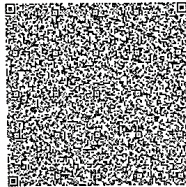
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL79845032034011Q
Certificate Issued Date : 18-Sep-2018 03:45 PM
Account Reference : IMPACC (IV)/ dl826203/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL82620364048875405955Q
Purchased by : ACIE
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ACIE
Second Party : URB KYAARI PVT LTD
Stamp Duty Paid By : ACIE
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



.....Please write or type below this line.....

URB KYAARI PVT LTD
Neevudhanu
Director

[Signature]



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shciestamp.com". Any discrepancy in the details of this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Share Subscription And Shareholders' Agreement

This Share Subscription And Shareholders' Agreement (the "Agreement") is executed on [28th September, 2018] (the "Effective date") by and between:

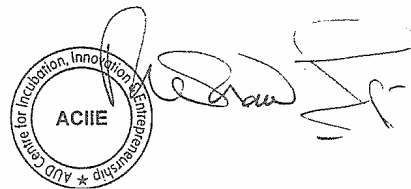
- (1) AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company incorporated under section 8 of the Companies Act, 2013, having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, India, (hereinafter referred to as "ACIIE", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **FIRST PART**;
- (2) Urb Kyaari Private Limited, a private limited company incorporated and existing under the laws of India and having its registered office at H.No 2120, 3rd Floor, Outram Lines, Near Kingsway, Camp GTB Nagar, Delhi, North Delhi, India, 110009 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **SECOND PART**; and
- (3) **The Persons Listed in Schedule I** (hereinafter referred to as the "**Promoters**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, legal heirs and permitted assigns) of the **THIRD PART AND FINAL PART**.

ACIIE, the Company and the Promoters are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Company is engaged in the business of engaged in promoting urban agriculture by providing rooftop farming services with the help of displaced farmers which will also become a alternate livelihood.
- B. The Company had, pursuant to the recommendation of the Board *via* resolution dated 25th September, 2018 and subsequent approval by the Shareholders in the General Meeting convened on 25th Sep, 2018, made an offer for the issue of 527 equity share @ Rs.10 (Face value) and a premium of Rs.1642/- [5% equity shares]. At the Board meeting held on 25th Sep, 2018, the Board took on record the letters of non-participation submitted by the offerees declining to subscribe to 527 equity shares;
- C. The Board being empowered to dispose of the equity shares declined by the existing equity Shareholders, as per Section 62(1)(a)(iii) of the Companies Act, 2013, has decided to dispose the declined 527 equity shares in a manner not detrimental to the Company or to the Shareholders and accordingly has offered the same to ACIIE;
- D. The Promoters and the Company have requested ACIIE and ACIIE desires to (based on the Warranties and covenants given by the Promoters and the Company hereunder) to invest the Subscription Amount in the manner stated in Clause 3, in consideration for the subscription to Subscription Shares; and
- E. The Parties are now entering into this Agreement for the purpose of recording the terms of

Urb Kyaari Private Limited
Neesudhanu
Director





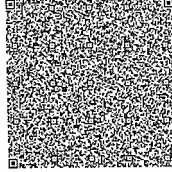
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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL79844429672767Q
Certificate Issued Date	: 18-Sep-2018 03:45 PM
Account Reference	: IMPACC (IV)/ dl826203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL82620364051614179121Q
Purchased by	: ACIIE
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ACIIE
Second Party	: URB KYAARI PVT LTD
Stamp Duty Paid By	: ACIIE
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



.....Please write or type below this line.....

URB Kyaari Private Limited

[Signature]
Director

[Signature]



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SERVICES AGREEMENT

This Services Agreement (the "Agreement") is executed on this 28th September, 2018 ("Effective Date") at ACIIE Centre, Kashemre gate, Delhi.

By and between:

1. AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company, incorporated under section 8 of the Companies Act, 2013 having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, (hereinafter referred to as "ACIIE", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART; and
2. Urb Kyaari Private Limited, a private limited company, incorporated under the provisions of the Companies Act, 2013 having its registered office at [H.No 2120, 3rd Floor, Outram Lines, Near Kingsway, Camp GTB Nagar, Delhi, North Delhi, India, 110009] (hereinafter referred to as the "Resident Company" / "Incubatee", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART.

ACIIE and the Incubatee shall individually be referred to as a "Party" and collectively as the "Parties"

WHEREAS:

- A. ACIIE is a not for profit company that promotes the translation of conceptual learning into socially useful practice by providing mentoring, guidance, infrastructural facilities, resources and support to individuals, groups, and companies in consideration for Service Fees (as defined hereinunder).
- B. The Incubatee wishes to avail the Services provided by ACIIE for its growth and development.
- C. The Parties are desirous of entering into an arrangement in respect of the Services mentioned above and such an arrangement shall be governed by the terms of this Agreement.

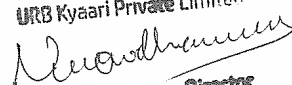
Now, therefore, in consideration of mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Objective

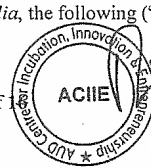
ACIIE will incubate the Incubatee at the centre located in the vicinity of Ambedkar University, Delhi and shall provide the Services for which ACIIE shall collect nominal fees from the Incubatee ("Service Fees").

2. Scope of Services

- i) The Services provided by ACIIE to the Incubatee, for the purpose of incubation shall include, *inter alia*, the following ("Services"):

Urb Kyaari Private Limited

Director

Page 1 of 1





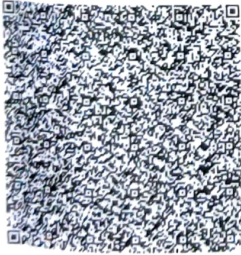
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Government of National Capital Territory of Delhi

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Certificate No. : IN-DL03024859915420Q
Certificate Issued Date : 21-Mar-2018 02:42 PM
Account Reference : IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85900309532309485379Q
Purchased by : BREATHING GARDENING SPACES PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : BREATHING GARDENING SPACES PRIVATE LIMITED
Second Party : ACIIE
Stamp Duty Paid By : BREATHING GARDENING SPACES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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Share Subscription And Shareholders' Agreement

This Share Subscription And Shareholders' Agreement (the "**Agreement**") is executed on [27th March, 2018 (the "**Effective date**") by and between:

- (1) AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company incorporated under section 8 of the Companies Act, 2013, having its registered office at Ambedkar University, Delhi Room No. 71, 1st Floor, Kashmere Gate, New Delhi-110 006, India, (hereinafter referred to as "**ACIIE**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **FIRST PART**;
- (2) [Breathing Gardening Spaces Pvt.Ltd], a private limited company incorporated and existing under the laws of India and having its registered office at [706, Tower A1, Krishna Apra Gardens, Indirapuram, Ghaziabad, Uttar Pradesh], (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **SECOND PART**; and
- (3) **The Persons Listed in Schedule I** (hereinafter referred to as the "**Promoters**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, legal heirs and permitted assigns) of the **THIRD PART AND FINAL PART**.

ACIIE, the Company and the Promoters are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Company is engaged in the business of [providing complete solutions for Urban Farming and Gardening]
- B. The Company had, pursuant to the recommendation of the Board *via* resolution dated 12th February 18, and subsequent approval by the Shareholders in the General Meeting convened on 12th February 18, made an offer for the issue of 527 equity share @ Rs.10 (Face value) and a premium of Rs.1887.53/- [5% equity shares] on rights basis to the existing equity Shareholders of the Company ("Rights Issue"). At the Board meeting held on 12th February 18, the Board took on record the letters of non-participation submitted by the offerees declining to subscribe to 527equity shares;
- C. The Board being empowered to dispose of the equity shares declined by the existing equity Shareholders, as per Section 62(1)(a)(iii) of the Companies Act, 2013, has decided to dispose the declined 527 equity shares in a manner not detrimental to the Company or to the Shareholders and accordingly has offered the same to ACIIE;
- D. The Promoters and the Company have requested ACIIE and ACIIE desires to (based on the Warranties and covenants given by the Promoters and the Company hereunder) to invest the Subscription Amount in the manner stated in Clause 3, in consideration for the subscription to Subscription Shares; and
- E. The Parties are now entering into this Agreement for the purpose of recording the terms



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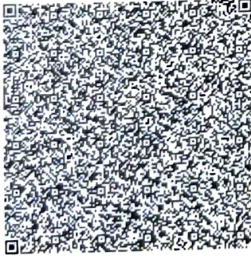
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Government of National Capital Territory of Delhi

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Certificate No. : IN-DL03025031435439Q
Certificate Issued Date : 21-Mar-2018 02:42 PM
Account Reference : IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85900309531909625332Q
Purchased by : BREATHING GARDENING SPACES PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : BREATHING GARDENING SPACES PRIVATE LIMITED
Second Party : ACIIE
Stamp Duty Paid By : BREATHING GARDENING SPACES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



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SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is executed on this 27th March 2018 (“Effective Date”) at ACIIE Centre, Kashemre gate, Delhi.

By and between:

1. AUD Centre for Incubation, Innovation and Entrepreneurship, a not for profit company, incorporated under section 8 of the Companies Act, 2013 having its registered office at WS 3 – Mezzanine Floor, Ambedkar University Delhi, Kashmere Gate, Delhi-110006, (hereinafter referred to as “ACIIE”, which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART; and
2. Breathing Gardening Spaces Pvt.Ltd, a private limited company, incorporated under the provisions of the Companies Act, 2013 having its registered office at [706, Tower A1, Krishna Apra Gardens, Indirapuram, Ghaziabad, Uttar Pradesh],, (hereinafter referred to as the “Resident Company” / “Incubatee”, which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART.

ACIIE and the Incubatee shall individually be referred to as a “Party” and collectively as the “Parties”

WHEREAS:

- A. ACIIE is a not for profit company that promotes the translation of conceptual learning into socially useful practice by providing mentoring, guidance, infrastructural facilities, resources and support to individuals, groups, and companies in consideration for Service Fees (as defined hereunder).
- B. The Incubatee wishes to avail the Services provided by ACIIE for its growth and development.
- C. The Parties are desirous of entering into an arrangement in respect of the Services mentioned above and such an arrangement shall be governed by the terms of this Agreement.

Now, therefore, in consideration of mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Objective

ACIIE will incubate the Incubatee at the centre located in the vicinity of Ambedkar University, Delhi and shall provide the Services for which ACIIE shall collect nominal fees from the Incubatee (“Service Fees”).

2. Scope of Services

The Services provided by ACIIE to the Incubatee, for the purpose of incubation shall include, *inter alia*, the following (“Services”):



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