Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number :	a724694a74cfb3c79067
Receipt Date :	03-Apr-2024 12:10:20 pm
Receipt Amount :	100/-
Amount In Words :	One Hundred Rupees Only
Document Type :	Agreement or Memorandum of an Agreement
District Name :	Ranchi
Stamp Duty Paid By :	PROMORPH SOLUTIONS PRIVATE LIMITED
Purpose of stamp duty paid :	AGREEMENT
First Party Name :	PROMORPH SOLUTIONS PRIVATE LIMITED
Second Party Name :	EKJUT BUSINESS INCUBATOR AT JUT RANCHI
GRN Number :	2401463248

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

This Receipt is to be used as proof of payment of stamp duty only for one document.The use of the same receipt as proof of payment of stamp duty in another document through reprint,photo copy or other means is penal offence under section-62 of Indian Stamp Act,1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

PROMORPH SOLUTIONS PVT. LTD. RANCHI

Draft Incubation Agreement to be signed between the startup selected for incubation and EKJUT

INCUBATION AGREEMENT

This agreement made on this 3rd **Day of April , 2024** at Ranchi

Between

Promorph Solutions Private Limited a Company registered under the Companies Act 1956, having its registered office at **B 104, Narayan Tower, Amethiya Nagar, Namkum, Ranchi Jharkhand 834010** represented by its Director and the promoter **Onkar** (hereinafter referred to as "Resident company" or "Incubatee" or "First Party" which expression shall include unless it be repugnant to the context or meaning thereof mean and include its successors, representatives or permitted assigns);

AND

"EKJUT" **Technology Business Incubator** at **Jharkhand University of Technology (JUT)**, Ranchi, represented by the **Registrar**, hereinafter referred to as EKJUT or "Second Party" which expression shall include unless it be repugnant to the context or meaning thereof mean and include its representatives, successors or assigns;

PREAMBLE

WHEREAS EKJUT has been established with a mission to foster successful entrepreneurs and develop industry in the Knowledge and Technology based area presently within the campus of JUT, Ranchi is governed by its own Board of Governors;

WHEREAS EKJUT has setup The Incubation Centre at JUT, Ranchi for various business verticals.

WHEREAS EKJUT is offering / providing use of the infrastructure along with common user facilities viz. furnished area, office furniture, chairs, LAN/Wi-Fi, DG power back up, housekeeping and other services to Incubation unit basis in the above-mentioned address.

WHEREAS the promoter(s) of the Incubatee is/are the Alumni/ Staff/ Associate of the JUT or independent entrepreneur/s and being eligible under the scheme of Technology Business Incubator have successfully applied for the same.

AND WHEREAS EKJUT has agreed to allow to usage of the space mentioned in the schedule and to provide other services to the Incubatee on terms and conditions mutually agreed to and herein recorded,

Now this AGREEMENT witnesseth and it is hereby agreed by and between the parties hereto is as follows:

PROMORPH SOLUTIONS PVT. LTD. RANCHI

Nishal Kumar

OBJECTIVE

1. That EKJUT agrees to incubate **Promorph Solutions Private Limited** in its Technology Business Incubator at the JUT, Ranchi. The purpose of the incubation process will be to:

    a. Promote & interact with, and resource technology/expertise from faculty members and research scholars and laboratory infrastructure in the various departments and centers of the University.

    b. Help in getting other kinds of techno-managerial expertise required that is not available within the university through its associates and empaneled experts and firms.

    c. Incubating novel technology and business ideas into viable commercial products or services.

TENURE

2. That the Resident company/incubatee agrees to use the facilities of EKJUT with effect from agreement date and is planning to carry out full-fledged activities as a Resident company/incubate for initial period of 18 months.

    a. EKJUT will permit Incubatee Company to commence incubation in EKJUT with effect from agreement date and the incubation shall expire on its own at the end of 18 months from this agreement date.

    b. The period of Incubation can be extended only by EKJUT at its discretion if written request is made by the company.

INFRASTRUCTURE AND FACILITIES

3. That the EKJUT hereby grants Incubatee Company the right to use of infrastructure and facilities/ services provided by the EKJUT as detailed in Annexure I and subject to terms and conditions specified hereinunder.

    a. That this agreement shall never be construed as any tenancy agreement or lease nor otherwise creating any other right or interest in premises/ infrastructure described in favour of the Incubation company which is not at all the intention of the parties but on the contrary its merely incidental outcome of incubation of the project to allow the Incubatee to use the infrastructure described in Annexure I

    b. That the EKJUT shall fix all usage charges to be paid by the Incubatee company, which shall include charges under separate heads as may be defined and prescribed elsewhere in this agreement and under the rules and regulations of EKJUT from time to time.

    c. That the Incubatee shall be permitted to bring into earmarked premises, the equipment required for its business, however it shall not be permitted to bring in any other article, which is unrelated to the running of on operation for development of software, in particular there shall be a complete embargo on the Incubator company from bringing in combustible, hazardous and prohibited material into the premises.

    d. That the Incubatee Company shall use the specified infrastructure detailed in Annexure II, solely for the purpose of development of its business.

    e. That EKJUT agrees to provide facilities to the incubatee as per the regulations framed by EKJUT in this regard and as amended from time to time, as referred to elsewhere in this agreement.

    f. That EKJUT reserves its right to inspect and examine the premises allotted to the incubatee at any point of time during the incubation period/stay at the EKJUT premises.

    g. That the Incubatee, on completion of the incubation tenure or on early closure due to any other reason, agrees to handover the complete infrastructure in good condition (after

PROMORPH SOLUTIONS PVT. LTD. RANCHI

Nishat Kuma

allowing for normal wear and tear in the case of equipment). Further Incubatee agrees to borne all costs incurred for such restoration to good condition and in case EKJUT has to incur any further expenditure to get the equipment or the room back into good condition then the same shall be recovered from the Incubatee and/or its directors or promoters.

COMMON INFRASTRUCTURE

4. That EKJUT agrees to provide a common pool of hard and soft infrastructure to be shared by all incubatee/resident companies.

5. That Incubatee agrees to pay the charges fixed by EKJUT for the common infrastructure or resources pool at the rates suggested by EKJUT, subject to rules and regulations in this regard as applicable from time to time.

UNIVERSITY INFRASTRUCTURE

6. That EKJUT will facilitate access to the University's infrastructure on request of the resident company/incubatee as per regulations made by EKJUT in this regard. The facilities will remain under the overall control of EKJUT and will be available to the resident company only for specific activities on usage basis only as per university norms.

SERVICES OF PROFESSIONALS

7. That EKJUT agrees to identify and associate professionals for accounting, IP, legal and management expertise for use by the Incubatee on need basis. That Incubatee may avail of their services on prescribed charges. Any direct services provided to an incubatee would have to be paid by the incubatee to the service provider on mutually agreed terms and conditions.

8. That EKJUT agrees to arrange for soft infrastructure and business services by third party to the incubatee companies, on mutually agreed rates.

9. That EKJUT may also, if regulations of EKJUT permit, assist the Resident Company/Incubatee in getting consultancy services through partner organizations and identified consultants, in the areas such as Market research and opportunity identification, Valuation of Businesses, Competitor Research, Market analysis and sizing, Customer Search, Electronic Research, Marketing plan formulation Consulting on strategies at various stages: Launch, Growth and Harvest of businesses. However, it is made clear that EKJUT acts merely as a facilitator for any services and the resident company/incubatee shall have to make an agreement with the service provider towards terms and conditions for availing the service. EKJUT may on its discretion provide certain services on subsidized or no-charge basis.

MENTORING AND ADVISORY FACILITIES:

10. That Incubatee agrees to hire the services of a mentor identified from the panel of Mentors maintained by EKJUT, from time to time. That the incubatee if intending to hire mentor other than form the panel, agrees to take prior permission to get the name of such mentor approved from the technical committee of the EKJUT before entering into any commitments.

11. That Incuabtee understands and confirms that the terms and conditions in this regard have to be worked out by the incubatee with the Mentor concerned and will be intimated to EKJUT.

CONSIDERATION

12. That Incubatee agrees to pay user charges for use of its facility and services at the rates fixed by EKJUT in this regard from time to time. The current indicative rates are annexed in Annexure III

13. That EKJUT may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable as notified

14. That EKJUT agrees on basis of merits of the case to give the company the option of deferring 50% of the charges as mentioned in clause 13 on the following terms:

PROMORPH SOLUTIONS PVT. LTD. RANCHI

a. That the incubatee on exercise of such option, agrees to pay such dues at the time of exit by issuing non-dilutable equity (see Annexure II).

$$\% \text{ of Equity} = \frac{\text{Computed unpaid amount}}{\text{Computed total amount during the incubation}} \times 10\%$$

15. That Incubatee agrees to pay the charges for third party services or common services at the rates as may be fixed by EKJUT from time to time.

OTHER AGREEMENTS

16. That the Incubatee agrees to execute separate agreement for seed money and/or Intellectual Property/know-how, Technology owned by EKJUT, as and when a request is made and agreed upon by EKJUT.

STATEMENT OF FAITH

17. That the company as a statement of faith on the value of partnership with EKJUT, agrees to issue equity shares to EKJUT as per clause 13.

THE EXIT

18. At the time of disposal, the decision of EKJUT regarding buyback of full or part of the equity shares issued shall be conveyed to the company and the company shall abide by the decision.
19. That the resident company shall surrender and vacate the premises on EKJUT on a notice by EKJUT no advance notice is required to be given by EKJUT to the resident company.
20. That EKJUT shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.
21. That the 'SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT' forms part and parcel of this agreement and is hereby accepted by the resident company in its entirety and the resident company and its directors hereby indemnify EKJUT and undertake to remain responsible for all dues payable or losses suffered on account of any act, negligence, default on the part of the Resident Company/ Incubatee and its Directors and employees.

AMENDMENTS

22. Notwithstanding anything contained hereinabove or in the 'SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT' annexed thereto EKJUT may at any time amend all or any part of the agreement and its annexure and the Resident Company/ Incubatee shall be bound by the said amendments. The amendments shall be applicable with immediate effect.

ARBITRATION

23. Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the Director, JUT under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Ranchi.

RIGHT TO NOMINATE

24. EKJUT reserves its right to nominate a representative on the Board of Director of the Resident Company/Incubatee till the time EKJUT holds equity. The Incubatee/Resident Company shall indemnify to EKJUT or nominee any loss suffered or expense incurred in as a result of such nomination.

PROMORPH SOLUTIONS PVT. LTD. RANCHI

Nishat Kumar

In witness whereof parties hereto have signed this Incubation Agreement on the date and year mentioned hereinbefore.

For & on behalf of

EKJUT, Technology Business Incubator,

Jharkhand University of Technology (JUT),

Ranchi

Signature

(Registrar)

JUT, Ranchi

REGISTRAR
Jharkhand University of Technol.
Namkum, Ranchi-834010.

For & on behalf of

Promorph Solutions Private Limited

Ranchi

Signature

Name: Onkar

Designation: Director

PROMORPH SOLUTIONS PVT. LTD. RANCHI

Witness (Name & Address)

1. .....

2. .....

Witness (Name & Address)

1. Anjana Aastha, Qr No. → 400, Sector-3B., Bokaro Steel City.

2. E/104, Narayan Tower, Namkum Ranchi-10

Annexure I

SPECIFIED INFRASTRUCTURE

- Office space (a maximum of two seats per company to be allowed).
- Personal Computers (one per company, based on availability)
- Network Printer (on chargeable basis, based on availability)
- Internet connection (promoters shall be responsible for any misuse or use by unauthorized persons).
- Electricity in single phase maximum of 5 KVA.
- Any other facility as requested and granted by EKJUT on mutually agreed terms and conditions.

REGISTRAR
Jharkhand University of Technol.
Namkum, Ranchi-834010.

Annexure II

NON DILUTABLE EQUITY

What is **non-dilutable?**

This is clarified for the interests of the parties and to avoid any confusion or ambiguity. The Company and their Promoters agree that the EKJUT is providing an incubation facility which is very critical for growth and sustenance of the Company in early days. In case, the incubated company is unable to pay EKJUT charges, in return EKJUT shall be provided with shares of the "promoters' holding" in the company free of cost and this shall be duty of the promoters to maintain EKJUT's equity of promoters' shares till EKJUT decides to sell or give buy back option to the Company or promoters, as per the clause 15a pf this agreement.

Who are **Promoters (For the purpose of this agreement)?**

Promoters are natural persons, including their close relatives and family members, who have formed the company and have signed the Articles of Association before the Registrar of Companies and have approached EKJUT with Incubation Proposal and have signed the Incubation Agreement.

Annexure III

CURRENT INCUBATION CHARGES

Consideration for infrastructure facilities in addition to other:

This incubation is physical in nature and the consideration payable by the company for the use of the incubation centre facilities and infrastructure will be as follows:

Office Usage Fee	For the first six months (0-6 months) from the date of signing of the Agreement with EKJUT, the incubate would be exempted from paying any rent. From 6-18 months, incubated companies will be required to pay a rent of Rs. 2000 per month. If the start-up is allowed to stay even after 18 months, a rent of Rs. 5000 per month will be applicable on them.
Any other facility required by incubatee	May be charged as per the charges fixed by EKJUT

Annexure IV

RULES AND REGULATIONS

SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT

The company hereinafter called the "Resident Company/Incubatee" as per the Incubation Agreement with the University for Synergistic collaboration through EKJUT has been permitted. If there is any conflict in the rules and byelaws given below, with any of the clauses of the agreement mentioned above, the rules/clauses of the said agreement will prevail.

RULES AND/OR BYELAWS:

Rule-1

Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in EKJUT for a period of *Eighteen Months. Further* extensions can be granted for 6 months each at a time, at the sole discretion of EKJUT.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by EKJUT on case-to-case basis.
- Irresolvable promoters' disputes in opinion of EKJUT on case-to-case basis
- Violation of any Statue, rules and regulations of EKJUT/ JUT in the opinion of EKJUT on case-to-case basis.
- Capital cash flow exceeds Rs 2 crores in the opinion of EKJUT on case-to-case basis.
- Number of employees of the incubatee exceeds 20.
- When the annual gross revenues of the incubatee (excluding all the taxes) exceeds Rs. Two crore or the Net Profit After Tax exceeds Rs. Fifty Lakhs.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan.
- Incubatee plans for a public issue in the opinion of EKJUT on case-to-case basis
- Change in promoters'/ founders' team in the opinion of EKJUT on case-to-case basis.
- Any change of more than 50% of equity ownership unless approved by EKJUT, in the opinion of EKJUT on case-to-case basis
- Any other reason for which EKJUT may find it necessary for an incubatee resident company to leave.

Notwithstanding anything written elsewhere, EKJUT's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

Rule-2

The Resident Company/Incubatee shall undertake Research & Development of product, Design/Testing, prototype development from EKJUT's premises but shall not carry out warehousing, manufacturing, storage, marketing sales or other commercial routine activity.

Rule-3

The EKJUT address in JUT Ranchi Campus cannot be used as the address of the Registered Office of the resident company/incubatee.

Rule-4

Subleasing or subletting of any kind of the space given by EKJUT is not allowed. Non-observance of this rule will result in immediate expulsion.

Rule-5

Incubation is physical in nature and incubatee should pay the allocated office/space rent on time as per EKJUT norms, failing in doing so, may attract penalty. If incubatee/resident companies require more space or has vacant space, a request for additional space/surrender of the space is required to be made to EKJUT in writing which will be available on charge basis.

Rule-6

The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every three months:

S.No.	Name	Age	Sex	Full time or part time	Qualification & Experience	Designation & Responsibilities /Duty	Address	Signature

Rule-7

All the visitors to the EKJUT Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the EKJUT complex. They are required to return these passes/badges while leaving the building.

Rule 8

After the completion of incubation, the space should be returned in the same condition as it was in the time of taking the occupying the space of EKJUT excluding normal wear and tear, decision of EKJUT in this regard will be final.

Rule-9

The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by EKJUT.

Rule-10

All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of EKJUT. All the incubatee companies are required to keep a first aid kit in the space provided to them.

Rule-11

No resident company or its employee can display notices or signage except in the space or Boards provided for such signage by EKJUT.

Rule-12

It is the responsibility of all the resident companies and their employees to use the common facilities e.g. common area, fax & other machines etc. with due diligence and care.

Rule-13

The Resident company or incubatee shall be required to submit to the EKJUT a unaudited/audited financial statement and progress report before the 7th of every month to EKJUT office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice. The company should also inform EKJUT on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to EKJUT one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).

Rule-14

It will be obligatory for the resident company or incubatee to involve JUT Ranchi area experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to EKJUT area experts/ mentor will be according to the norms as laid down by EKJUT in this regard.

Rule 15

Notwithstanding any issue/dispute pending between the Company and EKJUT at the time of completion of the agreed tenure of incubation period, or if given an exit notice by EKJUT the incubatee must vacate the allotted space unconditionally.

Rule-16

The resident company/Incubatees are required to keep the EKJUT informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the EKJUT.

Rule-17

EKJUT reserves the right to nominate one representative to the company's Board of Directors till EKJUT exits from the company and that such nominee shall not be deemed to be, in any way, concerned with the affairs or day-to-day working of the company and/or held liable for breach of any of the provisions by the company of the companies act.

Rule-18

The Resident Company/Incubatees are required to keep the EKJUT informed in advance and obtain their concurrence in writing for the following during the incubation period:

a) Change of Name of Incubation Company to any other form of legal entity

b) Any Major change in their incubation/business plans

c)Change in their ownership pattern

d)Change in their Board of Directors

e) Disposal of assets

Rule-19

EKJUT reserves the right to release information regarding the Incubatee / the Incubation / the product or service to the media to promote EKJUT for non-commercial purposes. Incubatee company need to take prior permission from coordinator in written before sending any press release, media items or interacting with media personnel.

Rule-20

All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.

Rule-21

On issues wherein no rules and/or byelaws are clearly defined, JUT Ranchi rules and/or byelaws shall prevail.

Rule 22

Disclaimer

The incubate/Resident company understands and acknowledges that EKJUT intends to provide supports facilities to the Company in good faith to pursue its objective to promote entrepreneurship by converting innovative technologies by incubating and supporting new enterprises. It is understood that by agreeing to provide various supports and facilities, EKJUT does not undertake responsibility for:

- Ensuring success of an incubate/resident company, its products/ process/ services or marketability,
- Ensuring quality of support provided by EKJUT to the complete satisfaction of the incubatee companies or their promoters/ founders.
- Ensuring quality of services of the consultants engaged by the incubatee companies through EKJUT network. Incubatee companies will have to apply their judgments before getting in to a relationship with them.

The incubatee/resident company agrees that EKJUT or their employees shall not be held liable for any reason on account of the above.