



Enable | Enlighten | Enrich

**KARPAGAM**  
ACADEMY OF HIGHER EDUCATION

(Deemed to be University)

(Established Under Section 3 of UGC Act, 1956)

# KARPAGAM ACADEMY OF HIGHER EDUCATION

(Deemed to be University)

(Established Under Section 3 of UGC Act, 1956)

Pollachi Main Road, Eachanari Post, Coimbatore - 641 021, Tamil Nadu, India.

Phone: 0422 - 2980011- 14 | Fax: 0422 - 2980022 | Email : info@kahedu.edu.in

**3.3.1.** The Memorandum of understanding documents and the registration details of six incubation centres is enclosed herewith from page no. 2-29.

*M. mmmmm*

**REGISTRAR**

**Karpagam Academy of Higher Education**  
(Deemed to be University Under Section 3 of UGC Act 1956)  
Pollachi Main Road, Eachanari Post,  
Coimbatore - 641 021.





தமிழ்நாடு தமிழ்நாடு TAMIL NADU

₹. 20/-

C. Lutt  
இ. சார்தா

75AB 789905

BRIGHTNEST TECHNOLOGIES  
- PRIVATE LIMITED

முத்திதாத்தான் விற்பனையாளர்  
ஆர் கே எஸ். பில்லு. பங்களாமேடு  
மேட்டுப்பாளையம்-641301, தமிழ்நாடு  
உரிமம் எண்: 7333/பி1/97/எ4

1/174F, Vinobaji Nagar, Naripalam  
Road, Odanthurai, Mettupalayam  
Coimbatore-641301

### Incubation Agreement

This Agreement is made on this 6<sup>th</sup> day of March 2020 by and between BRIGHTNEST TECHNOLOGIES PRIVATE LIMITED, a Company limited by Shares, having its registered office at 1/174F, Vinobaji Nagar, Naripallam Road Odanthurai, Mettupalayam, Coimbatore - 641301 through its Directors and the promoters Mr. Chinnaraj Surya (DIN - 08584227) and Mr. Venkatesan Sethuraman (DIN - 08584228) (herein after referred to as "Resident company or incubatee" which expression shall include unless it be repugnant to the context or meaning thereof mean and include their successors, representatives, assigns, promoters etc.) of the first part.

C. Lutt

Dr. [Signature]  
06/03/2020

AND

Karpagam Academy of Higher Education, Coimbatore an Institute established under Section 3 of UGC Act 1956 (hereinafter referred to as 'KAHE' which expression shall include unless it be repugnant to the context or meaning thereof), in association with Karpagam Technology Incubator Trust (KTIT) established a Technology Business Incubation Centre (hereinafter referred to as TBI) with a mission to foster successful entrepreneurs and develop industry in the Knowledge and Technology based area of the second part.

KAHE, KTIT and TBI are same parties for the purpose of this agreement; TBI is the operating and implementing body of KAHE Coimbatore.

NOW IT IS DULY COMMUNICATED AND HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

### 1. Objectives

KAHE, Coimbatore agrees to incubate BRIGHTNEST TECHNOLOGIES PRIVATE LIMITED in the TBI at KAHE. The purpose of incubation unit will be to:

- Promote & interact with, and resource technology/expertise from faculty members and research scholars and laboratory infrastructure in the various departments and centers of the Institute.
- Help in getting other kinds of techno-managerial expertise required that is not available within the institute.
- Incubating novel technology and business ideas into viable commercial products or services.
- Provide a fully furnished incubation space with all the necessary amenities and a residential unit for startups but also a common pool of soft and hard infrastructure to be shared by all incubatee companies.

807. mmmy  
06/03/2020

C. D. A.

## 2.0 Tenure of Incubation

The Resident company / incubatee has been using the facilities of TBI with effect from March 6, 2020 and is carrying out fully fledged activities as a Resident company/incubatee. TBI has been extending all the facilities of incubation from the said date.

2.1 KAHE Coimbatore will permit Incubatee Company to commence incubation in TBI with effect from March 6, 2020 and the incubation is valid up to March 5, 2022.

2.2 The period of Incubation can be extended mutually by both the parties at its discretion if a request is made by the company.

## 3. Facilities and Infrastructure

That KAHE will provide facilities to the resident company/incubatee as per the regulations framed by KAHE Coimbatore in this regard and as amended from time to time. The facilities and infrastructure more specifically are as in Annexure 3A.

Upon admission to TBI, certain facilities as given in Annexure 3A, will be offered to the Resident company/incubatee. Further, KAHE Coimbatore has the right to inspect and examine the premises allotted to the resident Company/incubatee at any point of time during the incubation period/stay at the TBI premises. On the completion of the incubation or when the Resident company leaves TBI due to any other reason, all the furniture, space and any other facilities provided shall be surrendered to TBI in good condition (after allowing for normal wear and tear in the case of equipments). All costs incurred for such restoration to good condition shall be borne by the resident company and in case TBI 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 resident company and/or its directors or promoters. All dues including that of the accommodation at the hostel should be cleared by the resident company before it leaves the incubation otherwise, all outstanding dues shall be recovered from the company or its directors and/or promoters.

### 3.1 Common infrastructure

TBI provides a common pool of hard and soft infrastructure to be shared by all incubatee/resident companies. Certain resources can be provided on charge basis by KAHE Coimbatore on request of the resident company and subject to the rules and regulations in this regards as applicable from time to time.

c. L. A.

07. mmm  
06/03/2020

### 3.2 Institute infrastructure

TBI will facilitate access to the Institute's infrastructure on request of the resident company/incubatee as per regulations made by KAHE in this regard. The facilities will remain under the overall control of KAHE and will be available to the resident company only for specific activities.

### 3.3 Services of Professionals

TBI may identify and associate professionals for accounting, IP, legal and management expertise on a part-time basis. Incubatee/Resident Company can avail of their services on prescribed charges. Any direct services provided to an incubatee would have to be paid for by the incubatee to the service provider on mutually agreed terms and conditions.

TBI may also provide soft infrastructure and business services by third party to the incubatee companies, if KAHE Coimbatore so agrees on the request of the resident company/incubatee. Possible services and support items on payment basis are listed as in Annexure 3B. TBI may also, if regulations of KAHE Coimbatore permit, to 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 TBI 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. TBI may on its discretion provide certain services on subsidized or no-charge basis.

**3.4 Mentoring and Advisory Facilities:** Each Resident Company or Incubatee is required to have a Faculty mentor from KAHE Coimbatore or if permitted by KAHE Coimbatore, from any other Institute as a Faculty Mentor/ Advisor, primarily for technical issues. The terms and conditions in this regard have to be worked out by the resident company/incubatee with the faculty concerned and intimated to KAHE Coimbatore.

C. D.

07.11.2020  
06/03/2020

#### 4. Consideration

- 4.1 The Incubatee/Resident Company is required to provide a Non-Dilutable Equity (as defined in Annexure 2) equivalent to 3% of the promoter's equity to KAHE Coimbatore, In addition to this the Company has to provide 1% of the promoter's equity or 100 shares whichever is higher to each mentor of KAHE Coimbatore read with the SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT Annexure 1 of this Agreement. Further: -
- 4.2 Charges for seed money and KAHE Coimbatore's Intellectual Property would be as decided by KAHE Coimbatore.
- 4.4 KAHE Coimbatore/TBI may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.
- 4.5 The Resident Company/Incubatee shall have to execute separate agreement for seed money and/or Intellectual Property/know-how, Technology owned by KAHE Coimbatore, as and when a request is made and agreed upon by KAHE Coimbatore.
- 4.6 On the request of resident Company/Incubatee access to any other facility of KAHE Coimbatore's infrastructure shall be made available and shall be charged as per the KAHE Coimbatore regulations.
- 5.0 As a statement of faith on the value of partnership with KAHE the company is committed to issue equity shares to KAHE as per clause 4. At the time of disposal the decision of TBI / KAHE regarding buyback of full or part of the 3% equity issued shall be conveyed to the company and the company shall abide by the decision. The buyback and equity disposal rules are as contained in Annexure 2 and the SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT annexed to this Agreement.
- 5.1 That the resident company shall surrender and vacate the premises on KAHE on a notice by TBI no advance notice is required to be given by TBI to the resident company.
- 5.2 That KAHE 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.
- 5.3 That the 'SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT' Annexure 1 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 KAHE 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.

C. d. J.

007 - 11111111  
00/02/2020


6. **Amendments** Notwithstanding anything contained hereinabove or in the 'SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT' annexed thereto TBI 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.

7. **Arbitration:** Any/all disputes between the resident company/ incubatee shall be referred for arbitration to the person so nominated by the President, KAHE, Coimbatore under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Coimbatore.

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

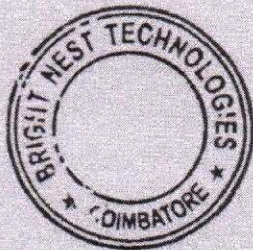
In witness whereof parties hereto have signed this Incubation Agreement on the date and year mentioned hereinbefore.

For & on behalf of  
**BRIGHTNEST TECHNOLOGIES PRIVATE LIMITED**

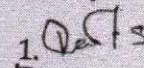
  
Signature

Mr. Chinnaraj Surya

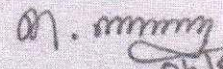
Director



Witness (Name & Address)

1.   
[VENKATESAN S]  
6/109, EAST STREET  
N. REDDIARAJ

For & on behalf of  
**KAHE Coimbatore**


  
06/09/2020  
Signature

Dr. M. Palaniswamy

Registrar

**REGISTRAR**  
Karpagam Academy of Higher Education  
(Deemed to be University u/s 3 of UGC Act 1956)  
Pollachi Main Road, Eachaneri Post,  
Coimbatore - 641 021.

Witness (Name & Address)

1.   
S. Sivakumar,  
The Manager,  
TBE, KAHE.



## MCA Services

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## DSC Services

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Address for sending physical copy of G.A.R. 33

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## Notices Under Section 248(2)

## Company/LLP Master Data

CIN	U72900TZ2019PTC032817
Company Name	BRIGHTNEST TECHNOLOGIES PRIVATE LIMITED
ROC Code	RoC-Coimbatore
Registration Number	032817
Company Category	Company limited by Shares
Company SubCategory	Non-govt company
Class of Company	Private
Authorised Capital(Rs)	100000
Paid up Capital(Rs)	100000
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	11/10/2019
Registered Address	1/174F, Vinobaji Nagar, Naripallam Road Odanthurai, Mettupalayam COIMBATORE Coimbatore TN 641301 IN
Address other than R/o where all or any books of account and papers are maintained	-
Email Id	info@brightnestsoft.com
Whether Listed or not	Unlisted
ACTIVE compliance	
Suspended at stock exchange	-
Date of last AGM	-
Date of Balance Sheet	-
Company Status(for efilng)	Active

## Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
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No Charges Exists for Company/LLP

## Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
08584227	CHINNARAJ SURYA	11/10/2019	-	
08584228	VENKATESAN SETHURAMAN	11/10/2019	-	

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## QUICK LINKS

PMO

NFCG

Principal Account Office

Invest India

RTI

CCI

NCLAT

About MCA

Help &amp; FAQs

SFIO

NCLT

Sitemap

Acts &amp; Rules

Corporate Seva Kendra

## MCA APPLICATIONS







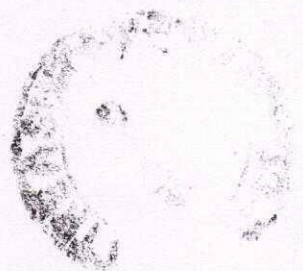
தமிழ்நாடு தமில்நாடு TAMIL NADU

76AB 507758

19 MAR 2020

CHARCOSORB -  
- PRODUCTS PRIVATE LTD  
CBE

L. MURUGARAJ  
 STAMP VENDOR  
 COIMBATORE DISTRICT COURT  
 COIMBATORE TAMILNADU  
 REF No: 8595 / 81 / 2010



### Incubation Agreement

This Agreement is made on this 20<sup>th</sup> day of March 2020 by and between CHARCOSORB PRODUCTS PRIVATE LIMITED, a Company limited by Shares, having its registered office at TC/20, 1569, Metrocottage, Shastri Nagar East, Karamana, Thiruvananthapuram, Kerala - 695002 through its Directors and the promoters Mrs. Priya Ravikrishnan (DIN - 03266067) and Mr. Balu Subramoniam (DIN - 08631116) (herein after referred to as "Resident company or incubatee" which expression shall include unless it be repugnant to the context or meaning thereof mean and include their successors, representatives, assigns, promoters etc.) of the first part.

*[Handwritten signature]*

*[Handwritten signature]*  
20/03/2020

AND

Karpagam Academy of Higher Education, Coimbatore an Institute established under Section 3 of UGC Act 1956 (hereinafter referred to as 'KAHE' which expression shall include unless it be repugnant to the context or meaning thereof), in association with Karpagam Technology Incubator Trust (KTIT) established a Technology Business Incubation Centre (hereinafter referred to as TBI) with a mission to foster successful entrepreneurs and develop industry in the Knowledge and Technology based area of the second part.

KAHE, KTIT and TBI are same parties for the purpose of this agreement; TBI is the operating and implementing body of KAHE Coimbatore.

NOW IT IS DULY COMMUNICATED AND HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

### 1. Objectives

KAHE, Coimbatore agrees to incubate CHARCOSORB PRODUCTS PRIVATE LIMITED in the TBI at KAHE. The purpose of incubation unit will be to:

- Promote & interact with, and resource technology/expertise from faculty members and research scholars and laboratory infrastructure in the various departments and centers of the Institute.
- Help in getting other kinds of techno-managerial expertise required that is not available within the institute.
- Incubating novel technology and business ideas into viable commercial products or services.
- Provide a fully furnished incubation space with all the necessary amenities and a residential unit for startups but also a common pool of soft and hard infrastructure to be shared by all incubatee companies.

### 2.0 Tenure of Incubation

The Resident company / incubatee has been using the facilities of TBI with effect from March 20, 2020 and is carrying out fully fledged activities as a Resident company / incubatee. TBI has been extending all the facilities of incubation from the said date.

2.1 KAHE Coimbatore will permit Incubatee Company to commence incubation in TBI with effect from March 20, 2020 and the incubation is valid up to March 19, 2022.

2.2 The period of Incubation can be extended mutually by both the parties at its discretion if a request is made by the company.

*[Handwritten Signature]*  
20/03/2020

*[Handwritten Signature]*

### 3. Facilities and Infrastructure

KAHE will provide facilities to the resident company / incubatee as per the regulations framed by KAHE Coimbatore in this regard and as amended from time to time.

Further, KAHE Coimbatore has the right to inspect and examine the premises allotted to the resident Company / incubatee at any point of time during the incubation period/stay at the TBI premises. On the completion of the incubation or when the Resident company leaves TBI due to any other reason, all the furniture, space and any other facilities provided shall be surrendered to TBI in good condition (after allowing for normal wear and tear in the case of equipments). All costs incurred for such restoration to good condition shall be borne by the resident company and in case TBI 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 resident company and/or its directors or promoters. All dues including that of the accommodation at the hostel should be cleared by the resident company before it leaves the incubation otherwise, all outstanding dues shall be recovered from the company or its directors and/or promoters.

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TBI provides a common pool of hard and soft infrastructure to be shared by all incubate / resident companies. Certain resources can be provided on charge basis by KAHE Coimbatore on request of the resident company and subject to the rules and regulations in this regards as applicable from time to time.

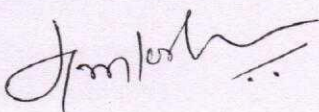
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TBI will facilitate access to the Institute's infrastructure on request of the resident company / incubatee as per regulations made by KAHE in this regard. The facilities will remain under the overall control of KAHE and will be available to the resident company only for specific activities.

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TBI may identify and associate professionals for accounting, IP, legal and management expertise on a part-time basis. Incubatee / Resident Company can avail of their services on prescribed charges. Any direct services provided to an incubatee would have to be paid for by the incubatee to the service provider on mutually agreed terms and conditions.

TBI may also provide soft infrastructure and business services by third party to the incubatee companies, if KAHE Coimbatore so agrees on the request of the resident company / incubatee. Possible services and support items on payment basis are listed as in Annexure 3B. TBI may also, if regulations of KAHE Coimbatore permit, to 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 TBI 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. TBI may on its discretion provide certain services on subsidized or no-charge basis.

**3.4 Mentoring and Advisory Facilities:** Each Resident Company or Incubatee is required to have a Faculty mentor from KAHE Coimbatore or if permitted by KAHE Coimbatore, from any other Institute as a Faculty Mentor/ Advisor, primarily for technical issues. The terms and conditions in this regard have to be worked out by the resident company/incubatee with the faculty concerned and intimated to KAHE Coimbatore.

#### **4. Consideration**

**4.1** The Incubatee/Resident Company is required to provide a Non-Dilutable Equity (as defined in Annexure 2) equivalent to 3% of the promoter's equity to KAHE Coimbatore, In addition to this the Company has to provide 1% of the promoter's equity or 100 shares whichever is higher to each mentor of KAHE Coimbatore read with the SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT Annexure 1 of this Agreement. Further: -

**4.2** Charges for seed money and KAHE Coimbatore's Intellectual Property would be as decided by KAHE Coimbatore.

**4.4** KAHE Coimbatore/TBI may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

**4.5** The Resident Company/Incubatee shall have to execute separate agreement for seed money and/or Intellectual Property/know-how, Technology owned by KAHE Coimbatore, as and when a request is made and agreed upon by KAHE Coimbatore.

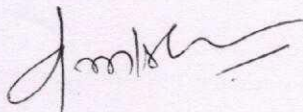
**4.6** On the request of resident Company/Incubatee access to any other facility of KAHE Coimbatore's infrastructure shall be made available and shall be charged as per the KAHE Coimbatore regulations.

**5.0** As a statement of faith on the value of partnership with KAHE the company is committed to issue equity shares to KAHE as per clause 4. At the time of disposal the decision of TBI / KAHE regarding buyback of full or part of the 3% equity issued shall be conveyed to the company and the company shall abide by the decision. The buyback and equity disposal rules are as contained in Annexure 2 and the SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT annexed to this Agreement.

**5.1** That the resident company shall surrender and vacate the premises on KAHE on a notice by TBI no advance notice is required to be given by TBI to the resident company.

**5.2** That KAHE 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.

Dr. mmmmm  
20/03/2020



5.3 That the 'SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT' Annexure 1 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 KAHE 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.

6. **Amendments:** Notwithstanding anything contained hereinabove or in the 'SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT' annexed thereto TBI 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.

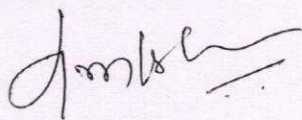
7. **Arbitration:** Any/all disputes between the resident company/ incubatee shall be referred for arbitration to the person so nominated by the President, KAHE, Coimbatore under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Coimbatore.

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

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

**For & on behalf of  
CHARCOSORB PRODUCTS PRIVATE LIMITED**

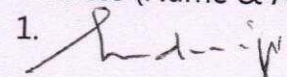
**For & on behalf of  
KAHE Coimbatore**




Signature  
Mrs. Priya Ravikrishnan  
Director



Witness (Name & Address)

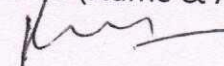
1.   
Sundararaj V.  
235, N.A. Dheer St,  
Ramanathapuram  
Coimbatore - 45.

  
20/03/2020

Signature  
Dr. M. Palaniswamy  
Registrar

**REGISTRAR**  
Karpagam Academy of Higher Education  
(Deemed to be University u/s 3 of UGC Act 1956)  
Pollachi Main Road, Eachanari Post,  
Coimbatore - 641 021.

Witness (Name & Address)

1.   
S. Srinivas  
Manager - TBI,  
Karpagam Academy of  
Higher Education



## MCA Services

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## DSC Services

## DIN Services

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- View Director / Designated Partner Details
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Address for sending physical copy of G.A.R. 33

## Public Search of Trademark

## Notices Under Section 248(2)

## Company/LLP Master Data

CIN	U26990KL2019PTC060651
Company Name	CHARCOSORB PRODUCTS PRIVATE LIMITED
ROC Code	RoC-Ernakulam
Registration Number	060651
Company Category	Company limited by Shares
Company SubCategory	Non-govt company
Class of Company	Private
Authorised Capital(Rs)	1000000
Paid up Capital(Rs)	100000
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	06/12/2019
Registered Address	TC/20 1569 Metrocottage Shastri Nagar East, Karamana Thiruvananthapuram KL 695002 IN
Address other than R/o where all or any books of account and papers are maintained	-
Email Id	charcosorb@gmail.com
Whether Listed or not	Unlisted
ACTIVE compliance	
Suspended at stock exchange	-
Date of last AGM	-
Date of Balance Sheet	-
Company Status(for efilling)	Active

## Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
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No Charges Exists for Company/LLP

## Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
<a href="#">03266067</a>	PRIYA RAVIKRISHNAN	06/12/2019	-	
<a href="#">08631116</a>	BALU SUBRAMONIAM	06/12/2019	-	

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## MCA APPLICATIONS

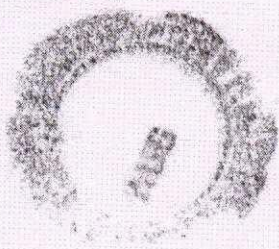




தமிழ்நாடு தமில்நாடு TAMIL NADU

75AB 734595

DANVANTHIRI DRUG DEVELOPMENT  
CENTRE LLP  
COIMBATORE



S. Millard  
S. Millard  
சுற்றுச்சூழல் திருப்பாளர்  
உரிமை எண்: 19/2008-TSP  
முகம் உதவி, சாலை எண் 20/  
நெடுமேடு 20/

6.3.2020

**INCUBATION AGREEMENT**

This Agreement is made on this 6<sup>th</sup> day of March 2020 by and between **DANVANTHIRI DRUG DEVELOPMENT CENTRE LLP**, a Company registered under section 12(1) of the Limited Liability Partnership Act 2008, having its registered office at K 5/302E, SIDCO Industrial Estate, Kurichi, Coimbatore - 641021 through its Directors and the promoters Mr. Dharmalingam Vetrivel (DIN - 08718086) and Mr. Elango Hemnath (DIN - 08718087) (herein after referred to as "Resident company or incubatee" which expression shall include unless it be repugnant to the context or meaning thereof mean and include their successors, representatives, assigns, promoters etc.) of the first part.

*[Handwritten signature]*

67- mmm  
06/03/2020

AND

**Karpagam Academy of Higher Education**, Coimbatore an Institute established under Section 3 of UGC Act 1956 (hereinafter referred to as 'KAHE' which expression shall include unless it be repugnant to the context or meaning thereof), in association with Karpagam Technology Incubator Trust (KTIT) established a Technology Business Incubation Centre (hereinafter referred to as TBI) with a mission to foster successful entrepreneurs and develop industry in the Knowledge and Technology based area of the second part.

KAHE, KTIT and TBI are same parties for the purpose of this agreement; TBI is the operating and implementing body of KAHE Coimbatore.

NOW IT IS DULY COMMUNICATED AND HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

### 1. Objectives

KAHE, Coimbatore agrees to incubate DANVANTHIRI DRUG DEVELOPMENT CENTRE LLP in the TBI at KAHE. The purpose of incubation unit will be to:

- Promote & interact with, and resource technology/expertise from faculty members and research scholars and laboratory infrastructure in the various departments and centers of the Institute.
- Help in getting other kinds of techno-managerial expertise required that is not available within the institute.
- Incubating novel technology and business ideas into viable commercial products or services.
- Provide a fully furnished incubation space with all the necessary amenities and a residential unit for startups but also a common pool of soft and hard infrastructure to be shared by all incubatee companies.

### 2.0 Tenure of Incubation

The Resident company / incubatee has been using the facilities of TBI with effect from March 6, 2020 and is carrying out fully fledged activities as a Resident company/incubatee. TBI has been extending all the facilities of incubation from the said date.

*[Handwritten signature]*

*[Handwritten signature]*  
06/03/2020



2.1 KAHE Coimbatore will permit Incubatee Company to commence incubation in TBI with effect from March 6, 2020 and the incubation is valid up to March 5, 2022.

2.2 The period of Incubation can be extended mutually by both the parties at its discretion if a request is made by the company.

### **3. Facilities and Infrastructure**

That KAHE will provide facilities to the resident company/incubatee as per the regulations framed by KAHE Coimbatore in this regard and as amended from time to time. The facilities and infrastructure more specifically are as in Annexure 3A. Upon admission to TBI, certain facilities as given in Annexure 3A, will be offered to the Resident company/incubatee. Further, KAHE Coimbatore has the right to inspect and examine the premises allotted to the resident Company/incubatee at any point of time during the incubation period/stay at the TBI premises. On the completion of the incubation or when the Resident company leaves TBI due to any other reason, all the furniture, space and any other facilities provided shall be surrendered to TBI in good condition (after allowing for normal wear and tear in the case of equipments). All costs incurred for such restoration to good condition shall be borne by the resident company and in case TBI 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 resident company and/or its directors or promoters. All dues including that of the accommodation at the hostel should be cleared by the resident company before it leaves the incubation otherwise, all outstanding dues shall be recovered from the company or its directors and/or promoters.

#### **3.1 Common infrastructure**

TBI provides a common pool of hard and soft infrastructure to be shared by all incubatee/resident companies. Certain resources can be provided on charge basis by KAHE Coimbatore on request of the resident company and subject to the rules and regulations in this regards as applicable from time to time.

#### **3.2 Institute infrastructure**

TBI will facilitate access to the Institute's infrastructure on request of the resident company/incubatee as per regulations made by KAHE in this regard. The facilities

*Handwritten signature*

will remain under the overall control of KAHE and will be available to the resident company only for specific activities.

### **3.3 Services of Professionals**

TBI may identify and associate professionals for accounting, IP, legal and management expertise on a part-time basis. Incubatee/Resident Company can avail of their services on prescribed charges. Any direct services provided to an incubatee would have to be paid for by the incubatee to the service provider on mutually agreed terms and conditions.

TBI may also provide soft infrastructure and business services by third party to the incubatee companies, if KAHE Coimbatore so agrees on the request of the resident company/incubatee. Possible services and support items on payment basis are listed as in Annexure 3B. TBI may also, if regulations of KAHE Coimbatore permit, to 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 TBI 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. TBI may on its discretion provide certain services on subsidized or no-charge basis.

**3.4 Mentoring and Advisory Facilities:** Each Resident Company or Incubatee is required to have a Faculty mentor from KAHE Coimbatore or if permitted by KAHE Coimbatore, from any other Institute as a Faculty Mentor/ Advisor, primarily for technical issues. The terms and conditions in this regard have to be worked out by the resident company/incubatee with the faculty concerned and intimated to KAHE Coimbatore.

## **4. Consideration**

**4.1** The Incubatee/Resident Company is required to provide a Non-Dilutable Equity (as defined in Annexure 2) equivalent to 10% of the promoter's equity to KAHE Coimbatore, In addition to this the Company has to provide 1% of the

*mly*

promoter's equity or 100 shares whichever is higher to each mentor of KAHE Coimbatore read with the SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT Annexure 1 of this Agreement. Further: -

- 4.2** Charges for seed money and KAHE Coimbatore's Intellectual Property would be as decided by KAHE Coimbatore.
- 4.4** KAHE Coimbatore/TBI may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.
- 4.5** The Resident Company/Incubate shall have to execute separate agreement for seed money and/or Intellectual Property/know-how, Technology owned by KAHE Coimbatore, as and when a request is made and agreed upon by KAHE Coimbatore.
- 4.6** On the request of resident Company/Incubatee access to any other facility of KAHE Coimbatore's infrastructure shall be made available and shall be charged as per the KAHE Coimbatore regulations.
- 5.0** As a statement of faith on the value of partnership with KAHE the company is committed to issue equity shares to KAHE as per clause 4. At the time of disposal the decision of TBI / KAHE regarding buyback of full or part of the 3% equity issued shall be conveyed to the company and the company shall abide by the decision. The buyback and equity disposal rules are as contained in Annexure 2 and the SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT annexed to this Agreement.
- 5.1** That the resident company shall surrender and vacate the premises on KAHE on a notice by TBI no advance notice is required to be given by TBI to the resident company.
- 5.2** That KAHE 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.
- 5.3** That the 'SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT' Annexure 1 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 KAHE 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.

*muf*

*01. mmm 06/03/2020*



6. **Amendments** Notwithstanding anything contained hereinabove or in the 'SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT' annexed thereto TBI 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.

7. **Arbitration:** Any/all disputes between the resident company/ incubatee shall be referred for arbitration to the person so nominated by the President, KAHE, Coimbatore under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Coimbatore.

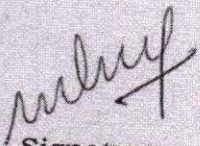
8. KAHE Coimbatore reserves its right to nominate a representative on the Board of Director of the Resident Company/Incubatee till the time KAHE Coimbatore holds equity. The Incubatee/Resident Company shall indemnify to KAHE Coimbatore or nominee any loss suffered or expense incurred in as a result of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

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

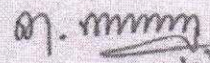
For & on behalf of

DANVANTHIRI DRUG DEVELOPMENT CENTRE LLP

For & on behalf of  
KAHE Coimbatore



Signature  
Mr. Dharmalingam Vetrivel  
Director


  
06/03/2020

Signature  
Dr. M. Palaniswamy  
Registrar

REGISTRAR

Karpagam Academy of Higher Education  
(Deemed to be University u/s 3 of UGC Act 1956)  
Pollachi Main Road, Eachanari Post,  
Coimbatore - 641 021.

Witness (Name & Address)

1.   
(M. KANNAN)

307, Vivekananda road,  
VN Thottam, Ramnagar.  
Coimbatore : 641009.

Witness (Name & Address)

1. S. Sivakumar  
The Manager,

T&E, KAHE.





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## DSC Services

## DIN Services

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- View Director / Designated Partner Details
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## LLP Services For Business User

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## Complaints

## Document Related Services

## Fee and Payment Services

## Investor Services

## ID Databank Registration

## Track SRN/Transaction Status

## Address for sending physical copy of G.A.R. 33

## Public Search of Trademark

## Notices Under Section 248(2)

## Company/LLP Master Data

LLPIN	AAS-1607
LLP Name	DANVANTHIRI DRUG DEVELOPMENT CENTRE LLP
Number of Partners	0
Number of Designated Partners	2
ROC Code	RoC-Coimbatore
Date of Incorporation	05/03/2020
Registered Address	K 5/302E SIDCO INDL. ESTATE, KURICHI, COIMBATORE Coimbatore TN 641021 IN
Email Id	vetripharma@gmail.com
Previous firm/ company details, if applicable	
Total Obligation of Contribution	100000
Main division of business activity to be carried out in India	73
Description of main division	Research and Development
Date of last financial year end date for which Statement of Accounts and Solvency filed	-
Date of last financial year end date for which Annual Return filed	31/03/2020
LLP Status	Active

## Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
---------------------	---------------	------------------	----------------------	--------

No Charges Exists for Company/LLP

## Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
<a href="#">08718086</a>	DHARMALINGAM VETRIVEL	05/03/2020	-	
<a href="#">08718087</a>	ELANGO HEMNATH	05/03/2020	-	

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## Track SRN/Transaction Status

## Address for sending physical copy of G.A.R. 33

## Public Search of Trademark

## Notices Under Section 248(2)

## Company/LLP Master Data

CIN	U73100TZ2015PTC021665
Company Name	GENOMATICS PRIVATE LIMITED
ROC Code	RoC-Coimbatore
Registration Number	021665
Company Category	Company limited by Shares
Company SubCategory	Non-govt company
Class of Company	Private
Authorised Capital(Rs)	1000000
Paid up Capital(Rs)	237400
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	17/08/2015
Registered Address	No.16A, SUBRAMANIAM STREET RAMANATHA PURAM COIMBATORE Coimbatore TN 641045 IN
Address other than R/o where all or any books of account and papers are maintained	-
Email Id	chellappa_g@genomatics.in
Whether Listed or not	Unlisted
ACTIVE compliance	
Suspended at stock exchange	-
Date of last AGM	07/06/2019
Date of Balance Sheet	31/03/2019
Company Status(for efilings)	Active

## Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
---------------------	---------------	------------------	----------------------	--------

No Charges Exists for Company/LLP

## Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
01869183	RATNADEEP DATTA	14/02/2018	-	
01869313	KUPPUSAMY EZHIL ARASAN	14/02/2018	-	
07096883	GOPALAKRISHNAN CHELLAPPA	17/08/2015	-	
08067768	ARINDAM DAS	14/02/2018	-	

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## Address for sending physical copy of G.A.R. 33

## Public Search of Trademark

## Notices Under Section 248(2)

## Company/LLP Master Data

LLPIN	AAS-4859
LLP Name	MAHIZHAM MATRIMONY LLP
Number of Partners	0
Number of Designated Partners	2
ROC Code	RoC-Coimbatore
Date of Incorporation	26/05/2020
Registered Address	307, VIVEKANANDA ROAD, V N THOTTAM, RAM NAGAR COIMBATORE Coimbatore TN 641012 IN
Email Id	urkannan1985@gmail.com
Previous firm/ company details, if applicable	
Total Obligation of Contribution	100000
Main division of business activity to be carried out in India	93
Description of main division	Other Service activities
Date of last financial year end date for which Statement of Accounts and Solvency filed	-
Date of last financial year end date for which Annual Return filed	-
LLP Status	Active

## Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
---------------------	---------------	------------------	----------------------	--------

No Charges Exists for Company/LLP

## Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
<a href="#">08747198</a>	MANICKAM KANNAN	26/05/2020	-	
<a href="#">08747199</a>	GOVINDARAJ MANIVASAGAM	26/05/2020	-	

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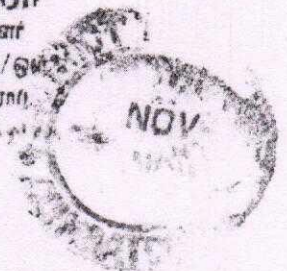


தமிழ்நாடு தமிழ்நாடு TAMIL NADU

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11/2/2020 Karpagam Academy of Higher Education  
Coimbatore

செவ்வூதிமன்றி  
கல்விப்பொருள்  
உரிமம் எண் 10814/2020/2020  
17/81A, பாலக்காடு  
காந்திநகர், மதுகரை, சீகரணி - 641 021



### Incubation Agreement

This Agreement is made on this 26<sup>th</sup> day of February 2020 by and between SIVAM WATTS HYBRID SYSTEMS LLP, a Company registered under section 12(1) of the Limited Liability Partnership Act 2008, having its registered office at 22, Anna Avenue, Mahalingapuram, Pollachi, Coimbatore - 642002 through its Directors and the promoters Mr. Arunachalam Sivanantham (DIN - 08699992) and Mr. Rajagopal Sureshbalaji (DIN - 08699993) (herein after referred to as "Resident company or incubatee" which expression shall include unless it be repugnant to the context or meaning thereof mean and include their successors, representatives, assigns, promoters etc.) of the first part.

*[Signature]*  
26/02/2020

*[Signature]*  
26/02/2020

REGISTRAR  
Karpagam Academy of Higher Education  
(Deemed to be University Under Section 3 of UGC Act 1956)  
Pollachi Main Road, Eachanari Post,  
Coimbatore - 641 021.

AND

Karpagam Academy of Higher Education, Coimbatore an Institute established under Section 3 of UGC Act 1956 (hereinafter referred to as 'KAHE' which expression shall include unless it be repugnant to the context or meaning thereof), in association with Karpagam Technology Incubator Trust (KTIT) established a Technology Business Incubation Centre (hereinafter referred to as TBI) with a mission to foster successful entrepreneurs and develop industry in the Knowledge and Technology based area of the second part.

KAHE, KTIT and TBI are same parties for the purpose of this agreement; TBI is the operating and implementing body of KAHE Coimbatore.

NOW IT IS DULY COMMUNICATED AND HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

### 1. Objectives

KAHE, Coimbatore agrees to incubate SIVAM WATTS HYBRID SYSTEMS LLP in the TBI at KAHE. The purpose of incubation unit will be to:

- Promote & interact with, and resource technology/expertise from faculty members and research scholars and laboratory infrastructure in the various departments and centers of the Institute.
- Help in getting other kinds of techno-managerial expertise required that is not available within the institute.
- Incubating novel technology and business ideas into viable commercial products or services.
- Provide a fully furnished incubation space with all the necessary amenities and a residential unit for startups but also a common pool of soft and hard infrastructure to be shared by all incubatee companies.

### 2.0 Tenure of Incubation

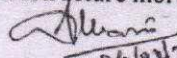
The Resident company / incubatee has been using the facilities of TBI with effect from Feb 26, 2020 and is carrying out fully fledged activities as a Resident company/incubatee. TBI has been extending all the facilities of incubation from the said date.

2.1 KAHE Coimbatore will permit Incubatee Company to commence incubation in TBI with effect from Feb 26, 2020 and the incubation is valid up to Feb 26, 2022.

2.2 The period of Incubation can be extended mutually by both the parties at its discretion if a request is made by the company.

### 3. Facilities and Infrastructure

That KAHE will provide facilities to the resident company/incubatee as per the regulations framed by KAHE Coimbatore in this regard and as amended from time to time. The facilities and infrastructure more specifically are as in Annexure 3A.

  
26/02/2020

01. 26/02/2020  
REGISTRAR  
Karpagam Academy of Higher Education  
(Deemed to be University Under Section 3 of UGC Act 1956)  
Pollachi Main Road, Eachanari Post  
Coimbatore - 641 021.  
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Upon admission to TBI, certain facilities as given in Annexure 3A, will be offered to the Resident company/incubatee. Further, KAHE Coimbatore has the right to inspect and examine the premises allotted to the resident Company/incubatee at any point of time during the incubation period/stay at the TBI premises. On the completion of the incubation or when the Resident company leaves TBI due to any other reason, all the furniture, space and any other facilities provided shall be surrendered to TBI in good condition (after allowing for normal wear and tear in the case of equipments). All costs incurred for such restoration to good condition shall be borne by the resident company and in case TBI 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 resident company and/or its directors or promoters. All dues including that of the accommodation at the hostel should be cleared by the resident company before it leaves the incubation otherwise, all outstanding dues shall be recovered from the company or its directors and/or promoters.

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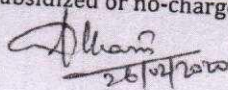
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26/11/2020

01.11.2020  
REGISTRAR  
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Pollachi Main Road, Eachanari Post  
Coimbatore - 64 Page 3 of 5

**3.4 Mentoring and Advisory Facilities:** Each Resident Company or Incubatee is required to have a Faculty mentor from KAHE Coimbatore or if permitted by KAHE Coimbatore, from any other Institute as a Faculty Mentor/ Advisor, primarily for technical issues. The terms and conditions in this regard have to be worked out by the resident company/incubatee with the faculty concerned and intimated to KAHE Coimbatore.

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**4.1** The Incubatee/Resident Company is required to provide a Non-Dilutable Equity (as defined in Annexure 2) equivalent to 10% of the promoter's equity to KAHE Coimbatore, In addition to this the Company has to provide 1% of the promoter's equity or 100 shares whichever is higher to each mentor of KAHE Coimbatore read with the SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT Annexure 1 of this Agreement. Further: -

**4.2** Charges for seed money and KAHE Coimbatore's Intellectual Property would be as decided by KAHE Coimbatore.

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**4.6** On the request of resident Company/Incubatee access to any other facility of KAHE Coimbatore's infrastructure shall be made available and shall be charged as per the KAHE Coimbatore regulations.

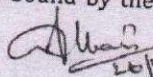
**5.0** As a statement of faith on the value of partnership with KAHE the company is committed to issue equity shares to KAHE as per clause 4. At the time of disposal the decision of TBI / KAHE regarding buyback of full or part of the 3% equity issued shall be conveyed to the company and the company shall abide by the decision. The buyback and equity disposal rules are as contained in Annexure 2 and the SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT annexed to this Agreement.

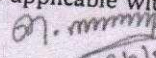
**5.1** That the resident company shall surrender and vacate the premises on KAHE on a notice by TBI no advance notice is required to be given by TBI to the resident company.

**5.2** That KAHE 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.

**5.3** That the 'SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT' Annexure 1 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 KAHE 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.

**6. Amendments** Notwithstanding anything contained hereinabove or in the 'SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT' annexed thereto TBI 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.

  
26/02/2020

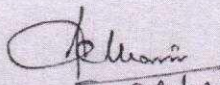
  
26/02/2020

7. **Arbitration:** Any/all disputes between the resident company/ incubatee shall be referred for arbitration to the person so nominated by the President, KAHE, Coimbatore under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Coimbatore.

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

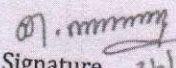
In witness whereof parties hereto have signed this Incubation Agreement on the date and year mentioned hereinbefore.

For & on behalf of  
SIVAM WATTS HYBRID SYSTEMS LLP

  
Signature 26/02/2020

Mr. Arunachalam Sivanantham  
Director

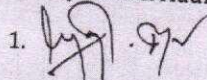
For & on behalf of  
KAHE Coimbatore

  
Signature 26/02/2020

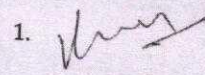
Dr. M. Palaniswamy  
Registrar

REGISTRAR  
Karpagam Academy of Higher Education  
(Deemed to be University Under Section 3 of UGC Act 1956)  
Pollachi Main Road, Eachanari Post,  
Coimbatore - 641 021.

Witness (Name & Address)

1.   
SURISH BALAJI R  
No. 29, MANGALYA GARDEN,  
KRISHNASAMY NAGAR, NARASIMAPURAM,  
KUNIYANATHUR POST,  
COIMBATORE - 641008

Witness (Name & Address)

1.   
S. Sivakumar,  
The Manager,  
Technology Business  
Innovation,  
Karpagam Academy of  
Higher Education.



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## ID Databank Registration

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## Address for sending physical copy of G.A.R. 33

## Public Search of Trademark

## Notices Under Section 248(2)

## Company/LLP Master Data

LLPIN	AAR-9343
LLP Name	SIVAM WATTS HYBRID SYSTEMS LLP
Number of Partners	0
Number of Designated Partners	2
ROC Code	RoC-Coimbatore
Date of Incorporation	14/02/2020
Registered Address	22, ANNA AVENUE MAHALINGAPURAM POLLACHI Coimbatore TN 642002 IN
Email Id	nanosiva62@gmail.com
Previous firm/ company details, if applicable	
Total Obligation of Contribution	100000
Main division of business activity to be carried out in India	34
Description of main division	Manufacture of motor vehicles, trailers and semi-trailers
Date of last financial year end date for which Statement of Accounts and Solvency filed	-
Date of last financial year end date for which Annual Return filed	31/03/2020
LLP Status	Active

## Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
---------------------	---------------	------------------	----------------------	--------

No Charges Exists for Company/LLP

## Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
<a href="#">08699992</a>	ARUNACHALAM SIVANANTHAM	14/02/2020	-	
<a href="#">08699993</a>	RAJAGOPAL SURESHBALAJI	14/02/2020	-	

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