



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

₹100

e-Stamp

Signature: *Konika*  
ACC Name: *Konika*  
ACC No: *100222*, *100222*, *100222*  
License No: *100222*, *100222*, *100222* - G.B. Nagar

₹100 ₹100 ₹100 ₹100

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

- : IN-UP69496519505092U
- : 19-Apr-2022 04:02 PM
- : NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP GBN
- : SUBIN-UPUP1401380430172076063355U
- : IKIO LIGHTING LIMITED
- : Article 5 Agreement or Memorandum of an agreement
- : Not Applicable
- : IKIO LIGHTING LIMITED
- : Not Applicable
- : IKIO LIGHTING LIMITED
- : 100
- : (One Hundred only)

सत्यमेव जयते



₹100

Please write or type below this line

IN-UP69496519505092U

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*Ishveen*

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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 PURCHASE AGREEMENT**

**BY AND BETWEEN**

**IKIO Solutions Private Limited**

**("Company")**

**AND**

**Hardeep Singh**

**[Seller 1]**

**AND**

**Ishween Kaur**

**[Seller 2]**

**AND**

**IKIO Lighting Limited**

**("Buyer")**

*Hardeep Singh*  
*Ishween Kaur*

*Ishween*

*IKIO*



## SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made on this 10<sup>th</sup> day of September, 2022

### BY AND BETWEEN:

- a. **IKIO Solutions Private Limited**, a Company incorporated under the laws of India on 20/09/2018 and having its registered office at D 234 Sector 63 Noida, Gautam Buddha Nagar, Uttar Pradesh - 201307 ("Company")

AND

- b. **Hardeep Singh**, a citizen of India, aged 62 years having PAN AABPS0013J and residing at J-12/76, Rajouri Garden, New Delhi - 110027; (Seller 1)

AND

- c. **Ishween Kaur**, a citizen of India, aged 35 years having PAN AXMPK5408R and residing at J-12/76, Rajouri Garden, New Delhi - 110027; (Seller 2)

AND

- d. **IKIO Lighting Limited**, a Company incorporated under the laws of India on 21/03/2016 and having its registered office at 411, Arunachal Building, 19 Barakhamba Road, Connaught Place, New Delhi - 110001 ("Buyer");

In this Agreement:

- (i) Hardeep Singh and Ishween Kaur are collectively referred to as Sellers and individually as Seller;  
(ii) Each of the Parties is hereinafter referred to singly as a **Party**, and collectively as the **Parties**.

### WHEREAS:

Hardeep Singh and Ishween Kaur intend to sell 40,000 Equity Shares and 10,000 Equity Shares, respectively (together, the "**Sale Shares**") held by them in the Company and the Buyer intends to purchase the Sale Shares.

Short particulars of the Parties are set out at **Schedule 1** to this Agreement.

**NOW THEREFORE**, in consideration of the premises and of the mutual agreements and covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

- (i) In this Agreement, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them:

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**Act** means the Companies Act, 2013 and any amendment thereto or any other succeeding enactment for the time being in force;

**Affiliate** in relation to a person,

- a. being a corporate entity, shall mean any entity or person, which controls, is controlled by, or is under the common control of such person;
- b. being an individual, shall mean any relative or any other person, which is controlled by such person or a relative of such individual;
- c. in any other case shall mean a person controlled by a party/ parties to this agreement.

The term "control" means the beneficial ownership of or the right to vote in respect of, directly or indirectly, more than 50 % of the voting shares or securities of such entity or the power to control the majority of the composition of the board of directors of such entity or the power to direct the management or policies of such entity by contract or otherwise.

**Agreement** means this Share Purchase Agreement and the Schedules;

**Applicable Law** means the Companies Act 2013, and any rules or regulations under any of them and all other applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes of any jurisdiction and all applicable notices, directions and judgments or other requirements of any governmental or regulating authority in any applicable jurisdiction from time to time;

**Articles** means the articles of association of the Company as amended from time to time;

**Board** means the board of directors of the Company;

**Business** means manufacturing activities carried out by the Company as on the Signing Date.

**Business Day** means a day (other than a Saturday or Sunday) on which banks are generally open in Mumbai for normal business;

**Director** means the director duly appointed by the Board;

**Encumbrance** in relation to Shares, means the creation or continued existence of any security interest, whether by way of pledge, mortgage, hypothecation, lien, charge (whether fixed or floating), trust or other encumbrance of whatsoever nature on such Shares;

**Equity Shares** means the equity shares of the Company issued and issued from time to time, presently having a face value of INR 10/- (Indian Rupees ten only) per share;

**Law** shall include all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any court, Government, statutory authority, board (in each such case whether preliminary or final);

**Liabilities** includes any and all debts, liabilities and obligations, claims, damages, including without limitation, those arising under any Law, action or order by an Governmental Authority and includes but not limited to those arising under any contract, agreement, arrangement, commitment or undertaking.

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**Party or Parties** means the Company, Seller and the Buyer, individually or collectively, as the context so requires;

**Re., Rs, Rupee, Rupees or INR** shall mean the lawful Indian currency;

**Sale Shares** means 50,000 Equity Shares of the Company;

**Shareholder or Shareholders** means any person, who holds Equity Shares or preference shares of the Company;

**Tax** means all taxes, duties including stamp duty, charges, fees, levies, cess or other similar assessments, including without limitation in relation to (i) income, services, gross receipts, professional, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll, imposed by any state, local, or other governmental agency, or other entity so authorised by Law in India, and (ii) any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to, or incurred in connection with any such tax or any contest or dispute thereof;

**Third Party** means any party other than the Parties to this Agreement.

- (ii) Except where the context requires otherwise, this Agreement will be interpreted as follows:
- a. headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
  - b. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
  - c. words importing the singular shall include plural and vice versa;
  - d. reference to **Recitals, Clauses, Sub-clauses, Paragraphs, Schedules** and **Annexures** are to recitals, clauses, sub-clauses, paragraphs schedules and annexures of this Agreement;
  - e. all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
  - f. the expressions **hereof, herein** and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears;
  - g. any reference to a **person** includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality. A reference to any person in this Agreement shall, where the context permits, include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns;
  - h. a reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
  - i. a reference to a statute or statutory provision includes, to the extent applicable at any relevant time:
  - j. that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision; and
  - k. any subordinate legislation or regulation made under the relevant statute or statutory provision.
- (iii) Any reference in this Agreement to par or face value in relation to any Equity Share shall mean the value expressed on the face of the share certificate representing such Equity Share, at the relevant point of time, irrespective of the actual price paid for that Equity Share by the holder thereof.

(iv) This Agreement shall come into force on the Signing Date.

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## 2. SHARE CAPITAL OF THE COMPANY

- (i) The present authorized Equity Share capital of the Company comprises of 1,00,000 Equity Shares of INR 10/- each aggregating to INR 10,00,000/- (Indian Rupees 10/- only).
- (ii) The present paid up Equity Share capital of the Company comprises of 50,000 Equity Shares of INR 10 each aggregating to INR 5,00,000/- (Indian Rupees 10/- only).

## 3. SALE AND PURCHASE OF SHARES

- (i) Subject to the terms and conditions herein, the Sellers hereby agree to sell and transfer the Sale Shares and the Buyer shall purchase and acquire Sale Shares representing 100% of the ownership and voting interest in the Company for INR 5,00,000/- (Indian Rupees Five lacs only).
- (ii) The Sale Shares shall be free from all Encumbrances and together with rights associated with Equity Shares.

## 4. REPRESENTATIONS AND WARRANTIES BY THE COMPANY

The Company hereby represents, warrants and covenants to the Purchasers that the following statements are true, accurate and complete as of the Signing Date:

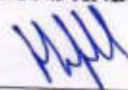
- (i) The Company is duly incorporated and validly existing under the laws of India;
- (ii) The Company has the necessary power, capacity and authority to enter into and perform this Agreement and to take any action and execute any documents required by the terms of this Agreement and this Agreement constitutes valid and legally binding and enforceable obligations of the Company.
- (iii) The executants of this Agreement on behalf of the Company have been duly empowered and authorized by the Company to execute this Agreement and to perform all its obligations in accordance with the terms herein.
- (iv) No order has been made and no resolution has been passed for the winding up of the Company or for a provisional liquidator to be appointed in respect of the Company.

## 5. REPRESENTATIONS AND WARRANTIES BY THE SELLERS

The Sellers severally hereby represent, warrant and covenant to the Buyer that the following statements are true, accurate and complete as on the date of this Agreement:

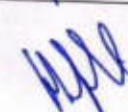
- (i) The Sellers have the necessary power, capacity and authority to enter into and perform this Agreement and to take any action and execute any documents required by the terms of this Agreement and this Agreement constitutes valid and legally binding and enforceable obligations of the Sellers.
- (ii) The Sellers are the absolute, legal and beneficial owner of the Sale Shares held and the Sale Shares are free of all Encumbrances, has validly acquired and validly holds the Sale Shares.
- (iii) The Sellers represents and warrants that there are no options, agreements or understandings (exercisable now or in the future and contingent or otherwise) which entitle or may entitle any Person to create or require to be created any Encumbrances over any of the Sale Shares held by the Sellers.

## 6. REPRESENTATIONS AND WARRANTIES BY THE BUYER

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The Buyer represents, warrants and covenants to the Sellers that the following statements are true, accurate and complete as on the date of this Agreement:

- (i) The Buyer has the necessary power, capacity and authority to enter into and perform this Agreement and execute any documents required by the terms of this Agreement and this Agreement constitutes valid and legally binding and enforceable obligations of the Buyer.
- (ii) The Buyer is eligible to purchase the Sale Shares.
- (iii) The Buyer has the ability to pay the Consideration as provided by the terms of this Agreement.

## 7. GENERAL WARRANTIES

Each Party represents and warrants to the other Party to the extent applicable to the representing and warranting Party (the "General Warranties"):

- (i) Each of the representations and warranties set out in Clause 7 is separate and distinct and is to be construed separately from the others and the meaning given to any one shall not be restricted by reference to any other. The Parties do not make and hereby exclude any representations and warranties (including statutory warranties) which are not expressly made in Clause 7.
- (ii) The execution, delivery and consummation of, and the performance and observance by each Party of this Agreement will not:
  - a. conflict with, violate, result in or constitute a breach of or a default under, any Applicable Law by which the Company and/ or any of its Assets is bound or affected, and/ or the respective Charter Documents of the Company; or
  - b. conflict with, violate, or result in or constitute a breach or default, or permit termination, modification, or acceleration (whether with notice, lapse of time and/ or otherwise), of any contract by which the Company and/ or any of its Assets is bound or affected; or
  - c. require any consent or approval to be obtained from any Person or any notice, filing, report or intimation to be made or given to any Person, including under any contract by which the Company and/ or any of its Assets is bound or affected; or
  - d. relieve any counterparty to a contract by which the Company and/ or any of the Assets is bound or affected, of its obligations thereunder or enable the counterparty to vary or terminate its rights or obligations under that contract or otherwise impair the continuation of or impose on the Company, any additional or accelerated obligations or liabilities under that contract; or
  - e. result in the creation or imposition of any Encumbrance upon any of the Assets or upon any of the Equity Shares or securities of the Company.

## 8. INDEMNITY

- (i) Each Party (Indemnifying Party) hereby agrees to indemnify and hold harmless the other Party their respective successors and assigns and their respective directors, officers, employees and agents (the Indemnified Parties) to the fullest extent permitted under Applicable Law, against any and all, breach of Warranties, Indemnifiable Losses suffered, incurred or sustained by such Indemnified Parties or to which such Indemnified Parties become subject, directly or indirectly, as a result of, relating to, or based upon or arising from a breach of this Agreement by the Indemnifying Party. For the purpose of this Agreement,

*[Handwritten signature]*

*[Handwritten signature]*

*Ishveen*

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Indemnifiable Loss means, with respect to any Indemnified Party, any and all claims (whether or not successful, compromised or settled), actions, liabilities, demands, proceedings or judgments which may be instituted, made, threatened, alleged, asserted or established (each a Claim) in any jurisdiction against or otherwise involving an Indemnified Party and from all losses, costs, damages, charges or expenses (including legal expenses reasonably incurred) (each an Expense) which an Indemnified Party may suffer or incur from time to time (including all Expenses reasonably incurred in disputing any Claim and/or in establishing a right to be indemnified pursuant to this Clause and/or in seeking advice regarding any Claim or in any way related to or in connection with this indemnity).

- (ii) If an indemnification claim is intended to be made pursuant to the terms and conditions of this Agreement, the Indemnified Party shall, within a reasonable period of time, notify in writing (the Claims Notice) the Indemnifying Party of any Indemnifiable Losses for which it is asserting an indemnification claim for an Indemnified Party under this Clause 8. The Claims Notice shall be accompanied by a reasonably complete description of the claim in respect of which indemnification is being sought.
- (iii) The rights under this Clause 8 are independent of, and in addition to, such other rights and remedies the Parties may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished by the rights set out in this Clause 8.

## 9. DISPUTES

- (i) In the event of any dispute between the Parties arising out of or relating to this Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this Agreement), within 7 (seven) Business Days of service of a written notice from any Party to the other Party (a **Disputes Notice**), the Parties will hold a meeting (a **Dispute Meeting**) in an effort to resolve the dispute which shall be attended by the relevant executive of each Party. In the absence of agreement to the contrary the Dispute Meeting shall be held at the registered office for the time being of the Company.
- (ii) Each Party shall use all reasonable endeavours to send a representative who has authority to settle the dispute to attend the Dispute Meeting.
- (iii) Any dispute which is not resolved within 40 (forty) Business Days after the service of a Disputes Notice, whether or not a Dispute Meeting has been held, shall, at the request of any Party, be referred to arbitration in accordance with Clause 10.

## 10. GOVERNING LAW, ARBITRATION AND JURISDICTION

- (i) This Agreement shall be governed by, and construed in accordance with, the laws of India, without regard to the principles of conflicts to law of any other jurisdiction, and subject to the remaining provisions of this Clause 10 the courts of New Delhi shall have exclusive jurisdiction.
- (ii) Any dispute arising out of or in connection with this Agreement which is not resolved in accordance with Clause 10, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in India in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this Clause 10. The seat of arbitration shall be New Delhi.

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*[Handwritten signature]*

*[Handwritten signature: Ishveen]*

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- (iii) The arbitral tribunal (the Tribunal) shall consist of three arbitrators. The claimant (or claimants jointly) shall nominate one arbitrator in the notice of arbitration. The respondent (or respondents jointly) in relation to the disputes shall nominate one arbitrator in the response. Within 7 (seven) days of the response the two Party-nominated arbitrators shall nominate the third arbitrator, who shall act as the chairman of the Tribunal (the Chairman).
- (iv) The language of the arbitration shall be English. The procedural law governing the agreement to arbitrate contained in this Clause 10 shall be Indian law.
- (v) The Tribunal shall use its best efforts to produce a final and binding award within six months of the appointment of the Chairman. The Parties shall use their best efforts to assist the Tribunal in achieving this objective and the Parties agree that this six month period shall only be extended in exceptional circumstances, which are to be determined by the Tribunal in its sole and absolute discretion.

#### 11. SEVERABILITY OF PROVISIONS

The provisions contained in each Clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the Parties shall negotiate in good faith a valid, legal and enforceable substitute provision which most nearly reflects the Parties' intent in entering into this Agreement.

#### 12. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any Party the agent of any other Party for any purpose or entitle any Party to commit or bind any other Party in any manner or give rise to fiduciary duties by one Party in favour of the others.

#### 13. WHOLE AGREEMENT

- (i) This Agreement contain the whole agreement between the Parties relating to the transaction and supersede all previous agreements, whether oral or in writing, between the Parties relating to the transaction. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement.
- (ii) Each Party acknowledges that in agreeing to enter into this Agreement it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of any other Party before the entering into of this Agreement. Each Party waives all rights and remedies which, but for this sub-clause 13(ii), might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- (iii) Nothing in this Clause limits or excludes any liability for fraud.

#### 14. ASSIGNMENT

None of the rights or obligations under this Agreement may be assigned or transferred without the prior written consent of all the Parties.

#### 15. PAYMENTS

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MAM, MAM, Ishveen, and another signature.



Unless otherwise expressly stated (or as otherwise agreed in the case of a given payment), each payment under this Agreement shall be agreed and transferred by transfer of the relevant amount into the relevant account. Any and all payments due must be paid within ten days from the date of signing of this Agreement. The relevant account for a given payment of INR 4,00,000 to Mr. Hardeep Singh for 40,000 Equity Shares and INR 1,00,000 to Mr. Ishween Kaur for 10,000 Equity Shares.

#### 16. Notices

(i) Any notice or other communication to be given under this Agreement shall be given in writing in English and may be delivered in person or sent by prepaid first class/recorded delivery/airmail post, international courier or fax to the relevant Party as follows:

(a) to the Buyer at:

To  
Board of Directors  
**IKIO Lighting Limited**  
having its registered office at 411, Arunachal Building,  
19 Barakhamba Road, Connaught Place, New Delhi –  
110001

(b) to the Seller at:

**Hardeep Singh**, residing at J-12/76, Rajouri Garden,  
New Delhi – 110027  
and  
**Ishween Kaur**, residing at J-12/76, Rajouri Garden,  
New Delhi – 110027

(c) the Company at:

To  
Board of Directors  
**IKIO Solutions Private Limited**  
having its registered office at D 234 Sector 63 Noida,  
Gautam Buddha Nagar

or at such other address or fax number as it may notify to the other Party under this Clause.

(ii) Any notice or document shall be deemed to be given:

- a. if delivered in person, at the time of delivery;
- b. if sent by post, at 10.00 a.m. on the fifth Business Day after it was put into the post, if sent within the jurisdiction, or at 10.00 a.m. (local time at the place of destination) on the fifth Business Day after it was put into the post, if sent by airmail or international courier; or
- c. in the case of a fax, upon receipt of a delivery receipt.

(iii) In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or communication was properly addressed and posted.

(iv) This Clause shall not apply to the service of any claim form, notice, writ, summons, order, judgment or other document relating to or in connection with any legal proceedings, suit or action arising out of or in connection with this Agreement.

*[Handwritten signatures]*

*Ishween* *[Signature]*



## 17. WAIVER OF RIGHTS

A waiver (whether express or implied) by one of the Parties of any of the provisions of this Agreement or of any breach of or default by the other Party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving Party from subsequently enforcing any of the provisions of this Agreement not waived or from acting on any subsequent breach of or default by the other Party under any of the provisions of this Agreement.

## 18. AMENDMENTS

This Agreement may be amended only by an instrument in writing signed by each Party to this Agreement.

## 19. COUNTERPARTS

This Agreement may be executed in counterparts, each of which taken together shall constitute one and the same agreement, and any party may enter into this Agreement by executing a counterpart.

## 20. FURTHER ASSURANCE

- (i) The Parties agree to make all such filings with Governmental Authorities that may be required under Applicable Law to give effect to the terms of this Agreement.
- (ii) In relation to the Company, the Parties shall convene all meetings, procure the giving of all waivers and consents and the pass all resolutions as are necessary under statute, its constitutional documents or any agreement or obligation affecting it to give effect to the terms of this Agreement.

## 21. GENERAL

- (i) Except as otherwise expressly provided in this Agreement each Party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this Agreement. Stamp duty, if any, directly relating to the sale to the Sale Shares shall be payable by the Buyer and each Party shall pay its respective securities transfer, registration, documentary, capital gains, income or other taxes and duties that may be payable in connection with the execution and delivery of this Agreement.
- (ii) The rights of each Party under this Agreement:
  - a. may be exercised as often as necessary;
  - b. except as otherwise expressly provided in this Agreement, are cumulative and not exclusive of rights and remedies provided by law; and
  - c. may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

- (iii) The language of this Agreement and the transactions envisaged by it is English and all notices to be given in connection with this Agreement must be in English. All demands, requests, statements, certificates or other documents or communications to be provided in connection with this Agreement and the transactions envisaged by it must be in English or accompanied by a certified English translation; in this case the English translation prevails unless the document or communication is a statutory or other official document or communication.

- (iv) Delay in exercising or non-exercise of any such right is not a waiver of that right.

*[Handwritten signatures]*

*[Handwritten signature: Ishwari]*







**SCHEDULE 1**

**CORPORATE DETAILS**

**PARTICULARS OF THE COMPANY**

**Name:** **IKIO Solutions Private Limited**

**Corporate Identity Number:** U36995UP2018PTC108238

**Registered office:** D 234 Sector 63 Noida, Gautam Buddha Nagar

**Date and place of incorporation:** 20/09/2018, Kanpur

**Directors:**

Name of the Directors/ Managing Director/ Company Secretary	Date of Appointment
Hardeep Singh	20/09/2018
Ishween Kaur	20/09/2018
Sanjeet Singh	01/02/2019

**Accounting reference date:**  
**Shareholders as at the Signing Date:**  
**10/09/2022**

Name	Number of Shares
Hardeep Singh	40,000
Ishween Kaur	10,000

Authorised Share Capital at the Signing Date: **Rs. 5,00,000/-** comprising of 50,000 Equity Shares of Rs. 10/- each

Issued, Subscribed and Paid up Share Capital at the Signing Date: **Rs. 5,00,000/-** comprising of 50,000 Equity Shares of Rs. 10/- each

**Shareholders as at the Closing Date:** **10/09/2022**

Name	Number of Shares
Hardeep Singh	40,000
Ishween Kaur	10,000

Authorised Share Capital at the Signing Date: **Rs. 10,00,000/-** comprising of 100,000 Equity Shares of Rs. 10/- each

Issued, Subscribed and Paid up Share Capital at the Signing Date: **Rs. 5,00,000/-** comprising of 50,000 Equity Shares of Rs. 10/- each

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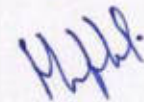
Ishween



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their duly authorised signatories as of the date and year first hereinabove written.

**SIGNED AND DELIVERED**

by the within named **IKIO Solutions Private Limited**  
through its Director **Mr. Hardeep Singh**

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**SIGNED AND DELIVERED**

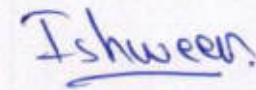
by the within named **Mr. Hardeep Singh**

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**SIGNED AND DELIVERED**

by the within named **Mrs. Ishveen Kaur**

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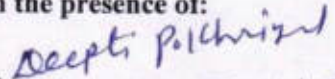
**SIGNED AND DELIVERED**

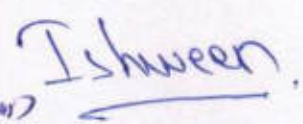
by the within named **IKIO Lighting Limited**  
through its Director **Mr. Sanjeet Singh**

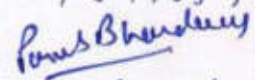
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in the presence of:

1.   
DEEPTI POKHRIVAL  
G-102, ELITE HOME  
SECTOR - 77 NAFDA (Ludhiana South Nagar)  
9899057059



2.   
Panshree  
E-702, Arisat Ambience  
crossing Republic, Gharibaad  
8860639070

