

AGREEMENT

THIS AGREEMENT is made and entered into on this [DAY] day of [MONTH], 2026, at Mumbai, Maharashtra, India.

BETWEEN:

1. **Miss. Mistrilia Ekka**, daughter of [FATHER'S NAME], resident of [ADDRESS], hereinafter referred to as "**Group A**" (which expression shall mean and include her heirs, executors, administrators, legal representatives, and permitted assigns) of the FIRST PART;
2. **Dr. Shrikant Pareshnath Hathi**, son of [FATHER'S NAME], resident of [ADDRESS], hereinafter referred to as "**Group B**" (which expression shall mean and include his heirs, executors, administrators, legal representatives, and permitted assigns) of the SECOND PART;

AND

3. **[NAME OF ANGEL INVESTOR]**, [SON/DAUGHTER/SPOUSE] of [FATHER'S/SPOUSE'S NAME], resident of [ADDRESS], hereinafter referred to as "**Group C**" or "**Angel Investor**" (which expression shall mean and include his/her heirs, executors, administrators, legal representatives, and permitted assigns) of the THIRD PART.

All the parties mentioned above are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A. The Parties desire to collaborate in a 26-month pilot project for the production, processing, and marketing of a comprehensive range of mushrooms and related products (the "**Business**"), to be operated under the brand name "**India Mushrooms**", as more particularly described in the proposal annexed hereto as Annexure A (the "**Project**").

B. The Project is proposed to be located at a leased facility in **Bagdogra, Darjeeling, West Bengal**, with a registered office at Bagdogra and/or Mumbai, as decided by the Parties.

C. The Parties acknowledge that the Project is a pilot venture to test commercial viability, production capacity, market acceptance, and profitability, with a view to making a final decision on expansion, restructuring, or closure at the end of the 26-month period. The pilot is designed to collect robust data, establish a brand, and create a scalable and replicable business model.

D. The Parties agree to structure their relationship as an unincorporated joint venture for the duration of the pilot, with an option to convert into a Limited Liability Partnership (LLP) under the Limited Liability Partnership Act, 2008 (No. 6 of 2009), or a Private Limited Company under the Companies Act, 2013 (No. 18 of 2013), upon mutual consent. This structure is intended to provide limited liability protection to all Parties, ensuring that personal assets are shielded from business debts.

E. Group C (Angel Investor) has agreed to fund the entire pilot project, with the total initial capital requirement being contributed by Group C, as detailed in Clause 4 below.

F. The Parties have agreed to the terms and conditions governing their respective rights, obligations, contributions, and profit-sharing arrangements, as set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:

(a) **"Act"** means the Limited Liability Partnership Act, 2008, or the Companies Act, 2013, as applicable, depending on the final structure adopted.

(b) **"Business"** means the mushroom production, processing, and marketing venture, including cultivation, value-added product manufacturing, training services, and research and development, as described in Annexure A.

(c) **"Capital Contribution"** means the total funds and sweat equity contributed by each Party as detailed in Clause 4. For the avoidance of doubt, Group C shall provide the entire monetary capital required for the pilot project.

(d) **"Dispute"** means any controversy, claim, or disagreement arising out of or relating to this Agreement, including its breach, termination, or validity.

(e) **"Effective Date"** means the date of first capital infusion by Group C into the joint bank account designated for the Project.

(f) **"Major Decision"** means any decision falling within the ambit of Clause 6.2.

(g) **"Net Profit"** means the gross revenue of the Business less all operating expenses, including rent, salaries, utilities, raw materials, taxes, depreciation, and contributions to the contingency and emergency reserve funds as per Clause 12.

(h) **"Pilot Period"** means the period of 26 (twenty-six) months commencing from the Effective Date.

(i) **"Sweat Equity"** means the equity contributed by a Party in the form of services, expertise, or labor, as opposed to monetary capital, and valued as agreed herein.

1.2. Interpretation: Words importing the singular shall include the plural and vice versa. Words importing any gender shall include all genders. References to statutory provisions shall include any statutory modification or re-enactment thereof.

2. PROJECT SCOPE AND OBJECTIVES

2.1. The Business shall initially focus on the cultivation of Oyster and other mushrooms, with flexibility to diversify into other mushroom varieties (including Button, Shiitake, and medicinal mushrooms) within the first 18 (eighteen) months, subject to a Major Decision.

2.2. The product range shall include, but not be limited to:

(a) Fresh Products (Oyster, Button, Shiitake, Milky, King Oyster, Mixed Gourmet Packs, Pre-cut, Organic);

(b) Canned Products (Whole, Sliced, in Brine, Soup Base, Curry Base, Marinated, Pickled);

(c) Frozen Products (IQF, Frozen Mix, Stir Fry, Curry, Snacks);

(d) Dried Products (Sun-dried, Freeze-dried, Powder, Seasoning, Spice Mix);

(e) Breakfast Products (Omelette Mix, Scramble Mix, Stuffed Paratha, Poha, Upma, Idli/Dosa Mix, Pancakes, Muffins, Oats, Cereal);

(f) Lunch & Dinner Products (Biryani, Fried Rice, Pulao, Curry, Masala, Butter Masala, Korma, Noodles, Pasta, Lasagna, Pizza, Sandwich, Wrap, Tacos, Burger, Salad, Stew, Soup, Stroganoff, Casserole, Risotto, etc.);

(g) Ready-to-Eat (Retort Pouch Curries, Biryani, Dal, Chili, Makhani, Bhurji, Tikka);

- (h) Snacks (Chips, Crisps, Popcorn, Crackers, Nachos, Papad, Khakhra, Bhujia, Sticks, Nuggets, Fries, Spring Rolls, Samosa, Momos, Puffs);
- (i) Bakery Products (Bread, Garlic Bread, Pizza Base, Croissant, Puff Pastry, Bun, Cookies, Biscuits, Quiche, Pie);
- (j) Health Products (Capsules, Tablets, Powder, Extract, Lion's Mane, Reishi, Cordyceps, Turkey Tail, Functional Coffee, Tea, Cocoa, Protein Powder, Gummies, Immune Booster, Wellness Drink);
- (k) Beverages (Coffee, Latte, Tea, Energy Drink, Smoothie Mix, Health Tonic, Herbal Drink);
- (l) Sauces & Condiments (Sauce, Gravy, Ketchup, Chutney, Pickle, Salsa, Dip, Pesto, Mayonnaise, Spread);
- (m) Vegetarian Meat Alternatives (Burger Patty, Sausage, Nuggets, Meatballs, Mince, Kebabs, Bacon, Ham, Salami, Jerky);
- (n) Baby & Senior Nutrition (Nutrition Powder, Soup Mix, Porridge, Protein Drink, Health Mix);
- (o) Instant Foods (Instant Soup, Noodles, Pasta, Rice, Cup Meal, Cup Soup, Khichdi, Ready Mix);
- (p) Gourmet Products (Truffle Spread, Risotto Mix, Ravioli, Tapenade, Stuffed Mushrooms, Gift Boxes);
- (q) Industrial Products (Compost, Spawn, Growing Kits, Enzymes, Animal Feed, Biofertilizer, Biomaterials, Leather, Packaging Material, Construction Panels);
- (r) Export Products (IQF, Canned, Dried, Organic, Powder, Extract, Medicinal Products, Seasonings); and
- (s) Any other value-added products as may be mutually decided by the Parties.

2.3. The primary objectives of the Pilot Period are:

- (a) Testing production capacity and efficiency under real market conditions;
- (b) Market study and demand assessment;
- (c) Customer acquisition and retention;
- (d) Cost control and optimization of inputs;

- (e) Development of quality standards and Standard Operating Procedures (SOPs);
- (f) Brand establishment and market positioning under the "India Mushrooms" brand;
- (g) Generation of reliable financial data for future decision-making;
- (h) Development of a diverse product portfolio of over 200 potential mushroom-based products;
- (i) Establishment of a Mushroom Training and Knowledge Centre to generate additional revenue and foster the mushroom farming ecosystem; and
- (j) Exploration of export opportunities and research collaborations for long-term growth and innovation.

3. ROLES AND RESPONSIBILITIES

3.1. Group A (Miss. Mistrilia Ekka): Group A shall be solely responsible for the day-to-day management and operations of the Business, including:

- (a) Production, employee management, marketing, procurement, quality control, and brand building;
- (b) Maintaining weekly production logs and 10-day sales reports;
- (c) Ensuring compliance with all operational SOPs;
- (d) Customer acquisition and relationship management;
- (e) Managing the Training and Knowledge Centre; and
- (f) Any other operational decisions not categorized as Major Decisions.

3.2. Group B (Dr. Shrikant Pareshnath Hathi): Group B shall provide advisory and support services, including:

- (a) Legal advice and contract drafting;
- (b) Regulatory compliance, including obtaining and maintaining FSSAI registration (Food Safety and Standards Act, 2006), GST registration (Central Goods and Services Tax Act, 2017), and other necessary permits;
- (c) Strategic consultation;
- (d) Intellectual property protection; and

(e) Group B shall not be involved in daily operations. But will have full access to the business.

3.3. Group C (Angel Investor): Group C shall:

(a) Provide the entire capital investment for the pilot project as specified in Clause 4;

(b) Provide business advisory services, mentorship, and industry connections, particularly in the hospitality and retail sectors; and

(c) Participate in Major Decisions.

(d) Will have full access to the business without interference.

4. CAPITAL CONTRIBUTION AND EQUITY STRUCTURE

4.1. Funding by Group C: The Parties agree that Group C (Angel Investor) shall be the sole provider of monetary capital for the pilot project. The total initial capital requirement for the first three months is estimated at Rs. 5,75,000 (Rupees Five Lakh Seventy-Five Thousand Only), as detailed in Annexure A. Any additional capital required during the Pilot Period shall be a Major Decision and shall be funded by Group C, subject to the terms of Clause 4.5.

4.2. The Capital Contribution and corresponding equity stake shall be as follows:

(a) **Group C (Angel Investor):** Cash contribution of Rs. 5,75,000 (Rupees Five Lakh Seventy-Five Thousand Only) representing 30% (Thirty Percent) of the total equity. Group C shall also provide business advisory, mentorship, and strategic guidance.

(b) **Group A (Miss. Mistrilia Ekka):** Sweat equity valued at 65% (Sixty-Five Percent) of the total equity. This represents the value of her full-time operational role, management of day-to-day affairs, brand building, and her specialized expertise in mushroom cultivation and business development.

(c) **Group B (Dr. Shrikant Pareshnath Hathi):** Sweat equity valued at 5% (Five Percent) of the total equity. This represents the value of his advisory, legal, and strategic support role, which is critical for the business's compliance and long-term stability.

4.3. The sweat equity of Group A and Group B is deemed fully paid upon execution of this Agreement.

4.4. Group C shall transfer the initial capital contribution of Rs. 5,75,000 to the joint bank account of the Business within 7 (seven) days of the execution of this Agreement.

4.5. Any additional capital requirement during the Pilot Period shall be a Major Decision. If agreed, such additional capital shall be contributed by Group C. In consideration for any additional capital infusion, the equity ratio may be renegotiated and adjusted by mutual written agreement of all Parties.

5. LIMITED LIABILITY

5.1. The Parties expressly agree that this is a joint venture with no unlimited personal liability. The liability of each Party shall be limited to their respective Capital Contribution.

5.2. No Party shall be personally liable for any business debts, obligations, or losses of the Business. All such liabilities shall be satisfied solely from the assets of the Business.

5.3. This clause is intended to reflect the limited liability principle enshrined in Section 27 of the Limited Liability Partnership Act, 2008, and Section 3A of the Companies Act, 2013, which state that no partner or shareholder shall be personally liable for the acts or debts of the entity beyond their agreed contribution.

5.4. The Parties agree that no personal assets of any Group member shall be attached or used to satisfy any business liability.

6. BUSINESS MANAGEMENT AND DECISION MAKING

6.1. **Daily Operations:** Daily operations shall be managed exclusively by Group A, as per Clause 3.1.

6.2. **Major Decisions:** The following decisions shall be considered Major Decisions and shall require the prior written consent of all Parties (Group A, Group B, and Group C):

- (a) Additional capital infusion beyond the initial investment;
- (b) Introduction of new product lines or diversification into other agricultural products;
- (c) Business expansion or opening of additional production units;
- (d) Purchase of major machinery or equipment exceeding Rs. 35,000 (Rupees Thirty-Five Thousand Only) in value;

- (e) Changes in the partnership structure or admission of new partners;
- (f) Any agreement, contract, or lease exceeding Rs. 35,000 (Rupees Thirty-Five Thousand Only) in value;
- (g) No borrowing or shall availing credit facilities from banks or financial institutions;
- (h) Sale or transfer of business assets or intellectual property;
- (i) In-house spawn production (to be considered no earlier than after 18 months); and
- (j) Conversion of the joint venture into an LLP or Private Limited Company.

6.3. Any Party may veto a Major Decision by providing written notice to the other Parties within 7 (seven) days of the proposal. A vetoed decision shall not be implemented.

7. PILOT PROJECT DURATION AND EVALUATION

7.1. The Pilot Period shall commence on the Effective Date and continue for a period of 26 (twenty-six) months.

7.2. A comprehensive financial evaluation shall be conducted at the end of the 24th (twenty-fourth) month. This evaluation shall include a balance sheet, profit and loss statement, and cash flow statement, prepared by a chartered accountant or otherwise.

7.3. Decision on Continuation:

(a) By the end of the 26th (twenty-sixth) month, the Parties shall meet and evaluate the performance of the pilot project based on the financial and operational data collected.

(b) If the Parties, by mutual consent, find the pilot project to be viable and commercially successful, they shall execute a formal **"Confirmation to Continue"** agreement. This confirmation shall set out the terms for the continuation of the business, including but not limited to:

- (i) The structure of the business (LLP, Private Limited Company, or other);
- (ii) Any revised capital contribution requirements;
- (iii) Any adjustments to the equity ratio or profit-sharing arrangement;

(iv) The future roadmap for expansion, product diversification, or market growth; and

(v) Any other terms deemed necessary for the long-term operation of the business.

(c) The "Confirmation to Continue" shall be signed by all Parties and shall form an addendum to this Agreement or a new agreement, as mutually decided.

(d) If the Parties fail to reach a consensus on the way forward by the end of the 26th month, or if any Party does not wish to continue, the Business shall be wound up as per Clause 17.

8. INITIAL SETUP AND INFRASTRUCTURE

8.1. The Business shall operate from rented premises of approximately 750 square feet, taken on a Leave and License or Lease Agreement in Bagdogra, Darjeeling, West Bengal.

8.2. The Leave and License Agreement shall be registered under the applicable state laws (e.g., the West Bengal Premises Tenancy Act, 1997) and shall be for an initial period of 24 (twenty-four) months with a renewal option.

8.3. The initial expenditure for setup shall be as detailed in Annexure A, totaling Rs. 5,75,000 (Rupees Five Lakh Seventy-Five Thousand Only).

9. EMPLOYEES

9.1. Initially, the Business shall employ two (2) employees:

(a) Employee 1: Responsible for substrate preparation, spawn filling, cleaning, sterilization, and maintenance of growing rooms.

(b) Employee 2: Responsible for harvesting, packing, sales preparation, delivery, and customer interaction.

9.2. There may be overlapping of work between the employees as required.

9.3. A third employee may be employed by Group C (Angel Investor) to work on-site for monitoring and reporting purposes. This employee shall work under the control of Group C but shall take instructions from Group A for coordination purposes. The salary of this employee shall be borne by Group C.

10. REVISED BUSINESS MODEL

10.1. The Business shall initially focus on Oyster mushroom cultivation due to lower capital expenditure, with flexibility to diversify as per Clause 2.1.

10.2. Spawn shall be purchased from certified laboratories for the first 18 (eighteen) months. In-house spawn production after this period shall be a Major Decision.

10.3. Pre-sales agreements shall be secured with hotels, restaurants, supermarkets, and other buyers to cover at least 50% of the projected production before commencement.

10.4. Spent mushroom compost shall be sold as organic fertilizer for additional revenue.

10.5. Weekend training programs on mushroom cultivation shall be conducted for additional income, priced at Rs. 2,000 to Rs. 3,000 per participant.

10.6. A direct-to-consumer (D2C) subscription model for fresh mushrooms and an e-commerce channel for value-added products shall be developed to ensure consistent demand and higher margins.

11. FINANCIAL PROVISIONS

11.1. The estimated initial expenditure (first three months) and monthly expenditure (after three months) are as set out in Annexure A. The projected monthly revenue by the 10th month is estimated between Rs. 2,50,000 and Rs. 3,30,000.

11.2. All revenue from the Business shall be deposited into a joint bank account operated by the Parties.

11.3. All payments shall be made from the joint bank account, requiring the joint signatures of any two Groups, for amounts exceeding Rs. 50,000 at a single time an additional confirmation will be required from Group C (Rupees Fifty Thousand Only).

12. PROFIT DISTRIBUTION

12.1. Estimated Net Profit shall be calculated every two monthly basis.

12.2. The Net Profit shall be distributed as follows:

(a) 40% (Forty Percent) to be reinvested in the Business for expansion, new equipment, or product development;

(b) 20% (Twenty Percent) to be transferred to an emergency reserve fund maintained in a separate bank account; and

(c) 40% (Forty Percent) to be distributed as dividend among the Parties in proportion to their equity shares (Group A: 65%, Group B: 5%, Group C: 30%). This ratio is based on the respective contributions of each Party as detailed in Clause 4.2.

12.3. The emergency reserve fund shall not be used without the unanimous written consent of all Parties.

13. MONTHLY SUSTENANCE ALLOWANCE

13.1. Group A (Mistrilia Ekka) shall be entitled to a monthly operational allowance of Rs. 25,000 to Rs. 35,000 (Rupees Twenty-Five Thousand to Thirty-Five Thousand Only), payable from the business revenue, before calculation of Net Profit.

13.2. Group B (Dr. Shrikant Pareshnath Hathi) shall be entitled to a monthly advisory fee of Rs. 5,000 to Rs. 7,500 (Rupees Five Thousand to Seven Thousand Five Hundred Only), payable from the business revenue, before calculation of Net Profit.

13.3. Group C (Angel Investor) shall not withdraw any fixed amount for the first 12 (twelve) months. After month 12, Group C may withdraw up to Rs. 15,000 (Rupees Fifteen Thousand Only) per month, only if the business cash flow permits, as determined by the Parties.

14. REVIEW AND AUDIT

14.1. **Monthly Financial Review:** The Parties shall conduct every two monthly financial review of the Business.

14.2. **Quarterly Production Audit:** A quarterly production audit shall be conducted to assess efficiency and quality.

14.3. **Half-Yearly External Audit:** A half-yearly external audit shall be conducted by a chartered accountant or otherwise, and the audited financial statements shall be provided to all Parties.

15. INTELLECTUAL PROPERTY

15.1. Any intellectual property (including but not limited to trademarks, trade names, recipes, SOPs, brand name "India Mushrooms", and know-how) developed or used in the Business shall be the property of the Business jointly.

15.2. No Party shall use the intellectual property for any purpose outside the Business without the prior written consent of all other Parties.

16. CONFIDENTIALITY

16.1. Each Party shall keep confidential all non-public information relating to the Business, including financial data, customer lists, supplier information, operational techniques, and any information relating to the business's intellectual property.

16.2. This obligation shall survive the termination of this Agreement.

17. DISSOLUTION AND WINDING UP

17.1. The Business shall be dissolved upon the occurrence of any of the following:

(a) Expiry of the 26-month Pilot Period without a mutual decision to continue, as per Clause 7.3;

(b) Unanimous decision of all Parties to dissolve; or

(c) Any event that makes it impossible or unlawful to continue the Business.

17.2. Upon dissolution, the assets of the Business shall be liquidated, and the proceeds shall be applied in the following order:

(a) Payment of all debts and liabilities of the Business;

(b) Repayment of Capital Contributions to the Parties (with Group C's monetary contribution being repaid first); and

(c) Distribution of any surplus among the Parties in proportion to their equity shares (Group A: 65%, Group B: 5%, Group C: 30%).

18. DISPUTE RESOLUTION

18.1. Any Dispute arising out of or in connection with this Agreement shall first be referred to mediation. The Parties shall attempt to resolve the Dispute amicably through a mediator mutually appointed within 15 (fifteen) days of the Dispute arising.

18.2. If the Dispute is not resolved through mediation within 30 (thirty) days, it shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (No. 26 of 1996).

18.3. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. If the Parties fail to agree on an arbitrator within

30 (thirty) days, the arbitrator shall be appointed by the Bombay High Court under Section 11 of the Arbitration and Conciliation Act, 1996.

18.4. The seat and venue of arbitration shall be Mumbai, Maharashtra, India. The language of the arbitration shall be English.

18.5. The award of the arbitrator shall be final and binding on all Parties.

19. GOVERNING LAW AND JURISDICTION

19.1. This Agreement shall be governed by and construed in accordance with the laws of India.

19.2. Subject to Clause 18, the courts in Mumbai, Maharashtra, India shall have exclusive jurisdiction over any matters arising out of this Agreement.

20. GENERAL PROVISIONS

20.1. **Entire Agreement:** This Agreement, along with Annexure A, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

20.2. **Amendments:** No amendment to this Agreement shall be valid unless made in writing and signed by all Parties.

20.3. **Waiver:** No waiver of any term or condition of this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is claimed.

20.4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

20.5. **Notices:** All notices under this Agreement shall be in writing and sent to the addresses provided by the Parties at the beginning of this Agreement. Notices shall be deemed delivered when sent by registered post, courier, or email with confirmation of receipt.

20.6. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and place first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

1. GROUP A

(Miss. Mistrilia Ekka)

Signature: _____

Name: Mistrilia Ekka

2. GROUP B

(Dr. Shrikant Pareshnath Hathi)

Signature: _____

Name: Dr. Shrikant Pareshnath Hathi

3. GROUP C

([NAME OF ANGEL INVESTOR])

Signature: _____

Name: [NAME OF ANGEL INVESTOR]

**ANNEXURE A:
PROPOSAL DOCUMENT**