

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (Hereinafter referred to as “License Agreement and/or Agreement”) is executed on this _____ day of _____ 2016 at Lucknow, Uttar Pradesh.

BY AND BETWEEN

Biotech Park, Lucknow, a society, registered under the Societies Registration Act, 1860, having its registered office at Sector G, Jankipuram, Kursi Road, Lucknow -226021, Uttar Pradesh and represented by Mr. Pramod Tandon, Chief Executive Officer (hereinafter referred to as the “**Licensor**” and/or **Biotech Park** which expression shall unless repugnant to the context mean and include it’s assigns, affiliations, nominees, representatives and successors in the interest) of the **First Party**.

AND

M/s. _____, having its registered/head office at _____ and represented by Mr. _____, Managing Director/Director (hereinafter called “**Licensee**” which expression shall unless repugnant to the context or meaning thereof include assigns, affiliations, nominees, representatives and successors in the interest) of the **Second Party**.

Licensor and Licensee are collectively referred to as “Parties” and individually as the “Party”.

PREAMBLE:

- A. **WHEREAS** Licensor is a society, registered under the Societies Registration Act, 1860, and, jointly promoted by Government of India and Government of Uttar Pradesh and accordingly land was provided to the Licensor.
- B. **WHEREAS** Licensor has been established with the objectives to facilitate development of industrial growth in multidisciplinary areas of biotechnology and high growth knowledge based activities in the fields of human and animal health care products, crops, horticulture, forest, tree species, bio- pesticides and bio-fertilizers, safe disposal of waste and development of bio- fuel etc.
- C. **WHEREAS** Licensor is spread in 8 acres of area having various facilities and infrastructure in order to facilitate industrial growth in multi-disciplinary areas of biotechnology.
- D. **WHEREAS** Licensor intended to provide Tissue Culture Facility under license, and, accordingly invited bids from the interested bidders through the tender process.

- E. **WHEREAS** Licensee is incorporated/registered entity under the provisions of and presently, inter alia, engaged in production and supply of tissue cultured plants to government agencies and other parties.
- F. **WHEREAS** Licensee has submitted its bid as per terms and conditions of Tender Documents and has been selected as successful bidder by the evaluation committee.
- G. **WHEREAS** Licensee has been issued with Letter of Acceptance and it has submitted one copy of LOA as an acknowledgement and thus confirmed/conveyed its acceptance to take the Tissue Culture Facility on License.
- H. **WHEREAS** as per terms and conditions of tender documents, this license agreement is being executed between the Licensor and the Licensee.
- I. **AND WHEREAS** in consideration of the mutual covenants and obligations herein, it is hereby agreed to and between the Parties as under.

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

ARTICLE 1: NATURE OF THE PREAMBLE:

The Preamble and Annexure(s), if any, shall form integral part of this Agreement and shall always be read and construed in conjunction with this Agreement.

ARTICLE 2: DEFINITIONS:

- (i). **“Agreement”** means the License Agreement executed between Licensor and the Licensee and includes any amendments or addendum hereto made/executed in accordance with the provisions hereof.
- (ii). **“Applicable Laws”** means all laws, as applicable or brought into force and effect by Government of India, State Governments, local bodies and statutory agencies and rules/regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- (iii). **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Licensee under Applicable Laws, in connection with the use of the Tissue Culture Facility and/or carrying out the Permitted Activities on the Tissue Culture Facility during the subsistence of this Agreement.
- (iv). **“Bid”** means the bid submitted in response to the terms and conditions of Tender Documents.

- (v). **“Bidder”** means an eligible entity submitted its bid with respect the terms and conditions of Tender Documents.
- (vi). **“Tissue Culture Facility”** means laboratory fitted with equipments for multiplication of tissue cultured plants, poly houses and net houses along with facilities available for use by the Licensee as per terms and conditions of this License Agreement. The details of Tissue Culture Facility are more fully described in **Annexure-1 of this Agreement**.
- (vii). **“Commencement Date or Handover Date”** means the date on which one or more vacant spaces/areas of Tissue Culture Facility is/are handed over by Licensor to the Licensee, in accordance with the terms of the License Agreement.
- (viii). **“Damages”** shall mean any claim of Biotech Park, Lucknow against the Licensee for breach of this Agreement, including but not limited to damages losses, dues, arrears etc.
- (ix). **“Earnest Money Deposit: (EMD)”** means the refundable amount paid by the Licensee as per terms and conditions of the Tender Document.
- (x). **“Equipment”** shall mean and include equipments and accessories as stated in **Annexure-2** of this Agreement.
- (xi). **“Evaluation Committee”** means committee constituted by the Licensor for selection of successful bidder under the tender process.
- (xii). **“Performance Guarantee”** means a bank guarantee from a schedule bank submitted by the Licensee with the Licensor as per terms and conditions of License Agreement.
- (xiii). **“License”** means the licensing rights to use Tissue Culture Facility granted by Licensor to the Selected Bidder for production and supply of Tissue Cultured Plants.
- (xiv). **“Licensee”** means the Selected Bidder, who has executed the License Agreement with Licensor pursuant to bidding process for carrying out its permitted activities.
- (xv). **“License Fee”** means the annual fee payable by the Licensee to the Licensor for utilization of Tissue Culture Facility and excludes any/all kinds of taxes and levies, as may be applicable from time to time.
- (xvi). **“License Period”** means the license period beginning from the Commencement Date or Handing Over Date and ending on the Expiry or Termination of this Agreement.
- (xvii). **“Permitted Activities”** means and include multiplication of tissue cultured plants in the laboratory, development of the cultured plants and supply of the plants by the Licensee.
- (xviii). **“Product”** shall mean the tissue cultured plants processed, preserved and developed at/on one more areas of Tissue Culture Facility.

- (xix). **"Tax"** means and includes all taxes, fees, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government, Licensor or any of its agencies.
- (xx). **"Termination"** means termination of this Agreement by the Parties in accordance with the provisions of this License Agreement.

ARTICLE 3: REPRESENTATION AND WARRANTIES:

- 3.1 Parties represent that they are duly organized and validly existing, and have full legal power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder. The execution, delivery and performance of this Agreement by either Party have been authorised by all necessary actions, and do not and will not (i) require any consents/approvals, except for such consents and approvals as have already been obtained, (ii) violate any applicable law.
- 3.2 L
Licensee represents and warrants to the Licensor that the following are, as of the date hereof, true and correct in all material respects: (i) it has conducted and shall conduct its affairs and activities in accordance with applicable laws (ii) it has complied and shall comply with any law, rules and regulations, as applicable.
- 3.3 L
Licensee represents and warrants to the Licensor that it has ensured and shall ensure that all details, information, and communication with or without attachments reflect true and correct information about the financial, managerial and operational activities or otherwise.
- 3.4 T
The Licensee represents that it has obtained or shall obtain all licenses, permissions, registrations and permits, as may be necessary for carrying out its activities on the Tissue Culture Facility and shall comply with them.

ARTICLE 4: DETAILS OF TISSUE CULTURE FACILITY:

- 4.1 The details of Tissue Culture Facility have been provided in Annexure-1 of this agreement.
- 4.2 The Licensor shall also be provided with 5 (five) open spaces for car parking and 20 (twenty) open spaces for two wheeler parking without any additional cost/charges. Any additional allotment of parking space shall be charged extra. Licensee shall park and instruct or guide its employees, associates and agents etc to park their vehicles in orderly manner strictly at the allotted parking spaces.

ARTICLE 5: EQUIPMENTS, ACCESSORIES AND OTHER FACILITIES:

- 5.1 The laboratory (Tissue Culture Production Facility including Growth Rooms and Inoculation Room & Washing Room), Poly Houses and Net Houses are fitted with various equipments and accessories to enable the Licensee to carry out its permitted activities.
- 5.2 Licensor shall also make provisions for following facilities in favour of the Licensee:
- (i). Water required for use in toilets and pantries, provided, however, that the Biotech Park's responsibility for supplying water shall be limited to quantity of water as supplied by the Municipal Corporation or within its resources.
 - (ii). Provisions for 24X7 security at the main gate and patrolling by guards inside the Biotech Park.
 - (iii). A maintenance services comprising the maintenance, up-keep, cleaning and lighting of the area intended for common use, namely, lifts, public staircases, lift lobbies & passages leading thereto.
- 5.3 The Licensee agrees and acknowledges that equipments and accessories fitted or affixed in the Tissue Culture Facility are being handed over as and where basis and it shall be responsible to maintain including carry out replacement of equipment(s) and accessory(s), on its own cost, during License Period, however ownership of all equipments and accessories including equipments and accessories replaced by the Licensee, on its cost, during the License Period shall always remain with the Licensor.

ARTICLE 6: LICENSE FEE AND MODE OF ITS PAYMENT:

- 6.1 The Licensee shall be liable to pay annual License fee of Rs...../- (Rupees Only) for utilisation of Tissue Culture Facility.
- 6.2 The License fee is exclusive of applicable taxes and shall be payable in two half yearly instalments in advance in the manner as illustrated below:-
- (i). **First Instalment:** Rs./- (Rupees Only) plus applicable taxes shall be paid on the date of execution of License Agreement.
 - (ii). **Second Instalment:** Rs./- (Rupees Only) plus applicable taxes shall be paid at least 15 (fifteen) days before the commencement of second half year.
 - (iii). **Instalments for subsequent periods:** The instalment of Rs./- (Rupees Only) plus applicable taxes shall be paid 15 (fifteen) days before the commencement of subsequent half years falling during the License Period. For Example: If subsequent half year is expiring on 30th September, and then

instalment of License Fee with applicable taxes shall be paid on or before 15th September of the relevant year.

- 6.3 All payments shall be made through Cheque/Demand Draft/ Bankers' Cheque and be drawn in favour of "Biotech Park, Lucknow" and payable at Lucknow.
- 6.4 In the event of any default in payment of License Fee, the Licensee shall be liable to pay, apart from outstanding License Fee, a penalty of Rs. 25,000/- (Rupees Twenty Five Thousand Only) for each day of default. If License Fee is due and outstanding for more than 15 (fifteen) days, such breach shall be deemed as material breach and, hence the Licensor, shall be entitled to proceed for termination of the License Agreement.

ARTICLE 7: EARNEST MONEY DEPOSIT AND ITS SETTLEMENT:

Earnest Money Deposit of Rs. 3,00,000/-(Rupees Three Lacs Only), as paid by Licensee along with the Bid documents, shall be treated as part advance of License Fee of first half year and balance License Fee along with applicable taxes shall be payable on the date of execution of this Agreement.

ARTICLE 8: PERFORMANCE SECURITY:

- 8.1 The Licensee shall, on or before execution of License Agreement, obtain Bank Guarantee of Rs. 18,00,000/- (Rupees Eighteen Lacs Only) from a scheduled bank only and submit the same with the Licensor.
- 8.2 The Bank Guarantee shall initially be valid for a period of 12 (twelve) months.
- 8.3 The Licensee shall keep the Bank Guarantee valid at all times and shall submit the renewed Bank Guarantee at least 7 (seven) days before expiry of the existing bank guarantee.
- 8.4 If any amount due is due to the Licensor, same shall be set off from the bank guarantee as per terms and conditions of the License Agreement.

ARTICLE 9: LICENSE PERIOD:

The License period is 3 (Three) years commencing from the date of handing over of one or more Tissue Culture Facility.

ARTICLE 10: POSSESSION OF TISSUE CULTURE FACILITY AND UTILITIES:

- 10.1 Licensor shall hand over the possession of Tissue Culture Facility to the Licensee within 7 (seven) days of execution of this Agreement.
- 10.2 The Licensee shall, assess the requirement of electricity for its permitted activities and obtain separate electricity connection from Uttar Pradesh Power Corporation Limited for its use.
- 10.3 The Licensee shall be solely responsible for payment of electricity bills emanating there from and Licensee shall submit copy of paid bill every month with the Licensor.

10.4 Any additional requirement of water, i.e. excess to the supply of water by Municipal Corporation and/or Licensor from its own resources, shall be met by the Licensee on its own cost.

ARTICLE 11: MAINTENANCE CHARGES:

11.1 The Licensee shall also be liable to pay maintenance charges for provision of security, maintenance of common areas and other amenities provided/available in Biotech Park Lucknow.

11.2 The Maintenance charges shall be levied in proportion to the carpet and/or covered area.

11.3 Licensor shall provide bill for the maintenance charges every month within 15 (Fifteen) days in the following month and Licensee shall make the payment of bill within 7 (seven) days from the date of receipt of the bill.

ARTICLE 12: RIGHTS AND OBLIGATIONS OF LICENSEE:

12.1 The Licensee paying Licensor the License Fee and such other payments as mentioned in these presents regularly and on observing and performing all the terms and conditions hereof, the Licensee shall be entitled to peacefully conduct its permitted activities on/from the said Tissue Culture Facility during the Period of the License.

12.2 The Licensee shall have right to use the Tissue Culture Facility and other facilities for carrying out its permitted activities.

12.3 The Licensee shall not be entitled to sub-lease, sub-license or share part or full area of one or more said Tissue Culture Facility.

12.4 The Licensee understand and acknowledge that under or in pursuance of this Agreement, no tenancy/sub-tenancy (i.e. lease) is being created by Licensor in favour of Licensee and further Licensee state/confirm/agree/undertake that: -

- (i). It shall not have or claim any interest in the Tissue Culture Facility as a tenant/sub-tenant except other than being a Licensee.
- (ii). Rights in relation to the said Tissue Culture Facility are limited to only those set out in this Agreement.

12.5 Licensee shall not represent the Licensor and/or make any commitment or promise, to any third party on behalf of the Licensor or in relation to Tissue Culture Facility and/or permitted activities.

12.6 Licensee shall not be permitted to carry out any addition & alteration to the licensed Tissue Culture Facility without the written permission of the Licensor.

12.7 Licensee shall ensure that no structural damage is caused or any change is effected to the Tissue Culture Facility and/or building and other permanent structure as a result of its activities.

12.8 The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement: -

- (i). To obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for its permitted activities;
- (ii). To operate and maintain the Licensed spaces at all times in conformity with this Agreement;
- (iii). To take all reasonable steps to protect the environment from its permitted activities;
- (iv). To limit damage and nuisance to people and property resulting from its permitted activities including the common areas, parking of vehicles and other interconnected or ancillary activities;
- (v). To take all precautions for the prevention of accidents at the Tissue Culture Facility;

12.9 Licensee shall, at all times, afford access to the Tissue Culture Facility to the authorised representatives of Licensor for inspection, repair and cleaning etc upon reasonable notice;

12.10 The permitted activities undertaken by the Licensee, shall not in any manner affect, obstruct, hinder or interfere with the free movement of the Licensor, all other occupants in the Biotech Park, and their businesses or other activities, employees, affiliates and agents of Licensor's and other occupants.

12.11 Licensee shall ensure that it shall dispose off waste including any hazardous material, in compliance of applicable laws, generated from the permitted activities at the designated place or dispose off as per procedure prescribed in applicable laws.

12.12 The Licensee shall not encroach up common areas or any other spaces and restrict its operation within the licensed areas. In case, the Licensee encroaches upon the common area or any other space, then at first instance a caution letter shall be issued for compliance and on second occasion, a fine/ compensation/penalty of Rs. 2,000/- (Rupees two Thousand Only) shall be imposed by Licensor for such default and thereafter, Licensor reserves the right to terminate the license agreement for breach of terms and conditions.

12.13 The Licensee shall have the right to display signage(s) of suitable size for displaying its generic name at suitable place in Tissue Culture Facility. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Licensee shall obtain a written approval from Licensor before putting up any form of signage and Licensor reserves the right to refuse or to suggest an alternation to the same.

ARTICLE 13: VALIDITY, TERMINATION OF LICENSE AGREEMENT AND CONSEQUENCES THEREOF:

- 13.1 This Agreement shall be valid for a period of 3 (three) years from the date of commencement of License period or until settlement of all obligations by the Licensee.
- 13.2 The Licensee can terminate the license agreement, after expiry of 1 (one) year from the commencement of license period, by serving 90 (Ninety) days clear notice to Licensor and the License Agreement shall terminate after expiry of notice period, subject to confirmation by Licensor and further subject to rights of the Licensor, as may arise thereon as per terms and conditions of the Agreement.
- 13.3 In order the Licensee's notice of termination be valid, the Licensee shall pay License Fee and any other amount, as payable, on the date of service of termination notice, prior or along with the termination notice.
- 13.4 The Licensor may, at any time, on material breach of terms and conditions, initiate the process of termination of the License Agreement by serving a 30 (thirty) days Preliminary Notice to enable the Licensee to cure/rectify the non compliances or breaches of terms and conditions of License Agreement. On failure to cure or rectify the non compliances or breaches of terms and conditions of License Agreement within the stipulated period of 30 (thirty) days, the Licensor may issue 60 (sixty) days termination notice. On serving of termination notice, the Licensee shall pay the amount, as may be payable up to date of expiry of termination notice period, hand over possession of all Tissue Culture Facility in their original conditions, except deterioration caused through wear and tear, settle/fulfil other obligations and vacate the premises of the Licensor.
- 13.5 Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:
- (i). If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of Force Majeure Event.
 - (ii). If the Licensee fails to pay License Fee, utility charges, damages, penalty or compensation herein specified or any other due to be paid by the Licensee to Licensor by/within the stipulated date.
 - (iii). If the Licensee is in persistent non-compliance of the written instructions of Licensor's officials.

- (iv). If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- (v). If the Licensee or any of its representatives cause an incident or accident that results in injury or death to Licensors' employees and/or agents, other occupants and their employees and/or agents or loss to Licensors' property.
- (vi). If the Licensee is in violation of any of the other Clauses of License Agreement and after 2 (two) written caution notices from Licensor and fails to cure the breach or default to the satisfaction of the Licensor.
- (vii). If any representation made or warranties given by the Licensee under this Agreement is/are found to be false or misleading.
- (viii). If the Licensee engaging or knowingly has allowed any of its employees, agents, to engage in any activity prohibited by law and which constitutes a breach of or an offence under any law, in the course of any permitted activities undertaken pursuant to this Agreement.
- (ix). If the Licensee has created any encumbrance, charges or lien in favour of any person or agency over the Licensed Tissue Culture Facility.
- (x). If a resolution for voluntary winding up/dissolution has been passed by the shareholders/partners/members of the Licensee.
- (xi). If any petition/application for winding up/dissolution of the Licensee has been admitted and liquidator, provisional liquidator or any other officer has been appointed or the Licensee has been ordered to wind up/dissolute by Court/competent authority, except for the purpose of amalgamation or reconstruction with the prior consent of Licensor, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- (xii). If the Licensee has abandoned the Licensed Tissue Culture Facility.

13.6 On expiry or termination of the license agreement, the Licensee shall:

- (i) Pay/settle all amount due and payable on the date of expiry or termination;
- (ii) Handover the vacant possession of Tissue Culture Facility to authorized representative of Licensor.

13.7 The Licensee agrees that ownership of equipments and accessories on Tissue Culture Facility including those replaced by the Licensee, on its own cost, shall be of Licensor and Licensee

on expiry or termination shall not remove any equipments and accessories from the Tissue Culture Facility.

13.8 Licensee is not permitted to surrender of part of Licensed Tissue Culture Facility during the License Period.

ARTICLE 14: REGISTERED ADDRESS OF PURCHASER AND SERVING OF NOTICE:

14.1 Any notice, request or other communication required to be given under this Agreement shall be served personally, sent by e- mail or mailed to the other Party by registered post, addressed to the Parties at their respective addresses set out in this Agreement, or at any other address that each Party shall provide to the other in writing.

Licensor	Licensee
Chief Executive Officer
Biotech Park, Lucknow
Sector G, Jankipuram,
Kursi Road, Lucknow – 226021 (U.P.)	
Tel.+91- 522- 2365050, 4012091	Tel:-----
E- mail: aobiotechpark@gmail.com	E- Mail:.....

14.2 Any notice served personally shall be considered given at the time of service. Any notice given by registered post shall be deemed to have been received within 4(Four) days after the date of posting as shown on the post office receipt. The notice sent by e-mail shall be deemed to be delivered on same date and shall be effective and operational either on acknowledgement by the receiving Party or on by further sending of confirmatory e- mail within 48 hours of first e-mail to the other Party.

ARTICLE 15: FORCE MAJEURE

15.1 No failure or omission to carry out or observe any of the terms and conditions of this Agreement on part of the Parties shall give rise to any claim by the one party against the other or shall be deemed to be a Breach of Agreement and /or any terms and conditions of the Agreement, if the same is caused by or arises out of “Force Majeure Events” as defined below:

For the purposes of this Agreement, a force majeure events shall include, inter alia, strikes, lockouts, boycotts, embargoes, governmental restrictions, wars, war-like actions, civil commotion, riots, uprising, revolutions, spread of diseases, epidemics, fires, floods, storms, earthquakes, injunction or restriction by competent court or any other government authorities/bodies, delay caused by utilities services providers, delay caused by development authorities/ municipal, other natural occurrence or any other event beyond the control of such Party.

15.2 The performance of the each Party's obligations shall be suspended for as long as the force majeure event continues to exist.

ARTICLE 16: INDEMNITY AND MISCELENEOUS

16.1 T
The Licensee hereby undertakes to indemnify and hold Licensor, its officers, employees and agents harmless against all costs, damages, liabilities, penalty, levy, expenses, claims arising due to non compliance of applicable laws or any third party claims relating to its permitted activities at the Tissue Culture Facility.

16.2 T
The Licensee hereby undertakes to indemnify Licensor against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the performance of its activities.

ARTICLE 17: FURTHER ACTS AND ASSURANCES:

Each Party shall co-operate with the other and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested by the other Party from time to time in order to carry out, give effect to, and for the intended purpose of this Agreement.

ARTICLE 18: ENTIRE AGREEMENT:

18.1 This Agreement between the Parties supersedes all previous communications, representations, understandings, brochures and literatures, either oral or written, between the Parties, except as provided herein in this License Agreement and terms and conditions of tender documents.

18.2 This Agreement can be modified only by an instrument in writing and signed by the Parties.

18.3 The Tender Documents and License Agreement are to be taken as mutually explanatory and, be read, construed, understood, severally and/or jointly, as the case may be and in the event of any conflict, difference or dispute between them, the priority shall be in the following order:

- a) License Agreement;
- b) Tender Document; i.e., the License Agreement shall prevail over Tender Documents.

18.4 Notwithstanding anything to the contrary contained in this Tender Document, the detailed terms specified in the License Agreement shall have overriding effect; provided, however, that any other conditions or obligations imposed in the Tender Documents shall continue to have effect in addition to its obligations under the License Agreement.

18.5 The all costs of execution of license agreement including stamp duty, registration charges and legal fee have been borne by the Licensee.

ARTICLE 19: SEVERABILITY

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the Parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

The Parties hereto consider the restrictions contained to be reasonable as to protect their interests and rights.

ARTICLE 20: NO PARTNERSHIP OR AGENCY

This agreement is being executed on principal to principal basis and nothing contained herein shall or shall be deemed to create any partnership, agency, association, trust, or joint venture between the Parties, or their representatives and employees and nothing herein shall be deemed to confer on any Party any authority to incur any obligation or liability on behalf of the other Party.

ARTICLE 21: ASSIGNMENT

Licensor shall have right to assign its rights and obligations under this Agreement in favour of third party(s) without the consent of the Licensee, however Licensee shall not be entitled to assign this Agreement, or any of their rights, powers, obligations and/or duties hereunder without the prior written consent of the Licensor.

ARTICLE 22: AMENDMENTS

No amendments and/or modifications to this Agreement shall be valid unless executed in writing and signed by both Parties.

ARTICLE 23: GOVERNING LAWS

The terms and conditions of this agreement and performance hereunder shall be construed in accordance with Laws as applicable in the state of Uttar Pradesh.

ARTICLE 24: DISPUTE RESOLUTION

- 24.1 In case of any dispute or difference with reference to subject matter of this Agreement, both Parties shall make reasonable efforts to reach an amicable settlement thereof.
- 24.2 If the Parties cannot reach an amicable settlement, all disputes arising in connection with this Agreement shall be settled, without recourse to any court of law, under the laws of Arbitration and Conciliation Act, 1996 by single arbitrator appointed by the Licensor. Arbitration proceedings shall be held at Lucknow. The decision of sole Arbitrator shall be conclusive and binding on all the parties.
- 24.3 The cost of arbitration shall be borne by the party initiating arbitration proceedings or as decided by the Arbitrator.
- 24.4 During the pendency of arbitration proceedings, the Licensee shall continue to perform and make payments regular payments of License Fee and maintenance charges etc to Licensor as per the terms and conditions of the License Agreement.
- 24.5 The Courts at Lucknow shall have exclusive jurisdiction in all matters arising out of / touching this Agreement.

ARTICLE 25: INTERPRETATION:

- 25.1 Headings are inserted for ease of reference only and have no legal effect.
- 25.2 References to Articles are references to Articles of this Agreement.
- 25.3 The singular shall include the plural and vice versa. Words like “it”, “he” “she” “her”, “his”, “their” shall be understood and construed with reference to the subject matter referred therein.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day, month and the year above written.

For and on behalf of Licensor

For and on behalf of Licensee

Chief Executive Officer

Managing Director/Director

Date:

Place: Lucknow

Signed and delivered in the presence of:

Witness 1:

Signature_____

Address_____

Signature_____

Witness 2:

Signature_____

Address_____

Signature_____

ANNEXURE-1

DETAILS OF TISSUE CULTURE FACILITY

The Licensee shall be entitled to use following spaces under the terms and conditions of licensing agreement:

Particulars	Area (Sq Ft)	Location
Tissue Culture Production Facility including Growth Rooms and Inoculation Room &	Covered Floor area of 5410 (Five Thousand Four Hundred and Ten) sq ft.	First Floor
Washing Room		Ground Floor
Poly House No. 1(One)	Carpet area 10760 (Ten Thousand Seven Hundred and Sixty) sq ft	Constructed/erected on the open area of Biotech Park, Lucknow.
Poly House No. 2 (Two) -	Carpet area 10760 (Ten Thousand Seven Hundred and Sixty) sq ft	Constructed/erected on the open area of Biotech Park, Lucknow.
Poly House No. 3 (Three) –	Carpet area 1883 (One Thousand Eight Hundred and Eighty Three) sq ft	Constructed/erected on the open area of Biotech Park, Lucknow.
Net Houses Total 4(Four) in numbers -	Carpet area 28649 (Twenty Eight Thousand Six Hundred and Forty Nine Only) sq ft	Constructed/erected on the open area of Biotech Park, Lucknow.

The Licensee shall have easement rights for toilets, interconnected Verandas and passages.

The Licensee shall also be provided 5 (five) open spaces for car parking and 20 (twenty) open spaces for two wheeler parking without any additional cost/charges. Any additional parking shall be charged extra.

ANNEXURE-2

DETAILS OF EQUIPMENTS AND ACCESSORIES

S.NO	Name of Item	Qty
1	Horizontal Autoclave Cap 650 L NAT Steel	1
2	Vertical Autoclave Cap 100 L	1
3	Laminar Air Flow	10
4	Air Curtain 3.5'	1
5	AC split 2 ton carrier	8
6	Samsung Refrigerator 310 L	1
7	DM water plant 2 bed portable dionizer model CA 204 "ION EXCHANGE"	1
8	RO systems	3
9	Steel Tray 8"*6*1'1/2"	16
10	UV light complete	4
11	Aluminium rack complete with fittings	30
12	Plastinc Sealing Machine	2
13	Strap Machine	2
14	Media preparation tables SS	1
15	UV Tubes Philips Holland	2
16	Bottle washing machine with complete SS materials	1
17	Plant stacking Trolley SS 3'*1.5'	3
18	Digital Conductivity Meter	1
19	Media preparation equipment	1
20	Magnetic stirrer REMI Make Cap 5 Litre	1
21	Production Stacking Trolley	6
22	pH meter	1

23	Glass beed sterilizer	8
24	Cutting trollies	6
25	Hygrometer	12
26	Digital Balance Cap 500 gm Citizen make	1
27	Plant stacking Trolley3'*1.5	4
28	Growth room	1
29	Blower	2
30	Lux meter	1
31	pH meter	1
32	Weighing balance Dolphin	1
33	Analytical Balance Shimadzu	1
34	Chair PCH 7031	6
35	Table T- 9 with drawer	1
36	Chair plastic canned	4
37	Chair CH 1007	2
38	Stool	6
39	Chair PCH 7045	12
40	Computer	1
41	Printer	1
42	Chair	2
43	Culture bottle with cap	50000
44	Humidity meter	7