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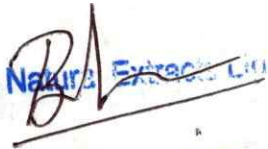
AN 465827

**Memorandum of Understanding between Mar Athanasius College,
Kothamangalam and Arjuna Natural Extracts Ltd., Alwaye.**

This agreement is executed on December 10, 2014 between (1) Mar Athanasius College, Kothamangalam, an Institution, offering educational courses hereinafter referred to as "College", represented by the Principal of the College, Mrs. Leena George (Which expression shall unless repugnant to the context means and include its successors and assigns of ONE PART.

And

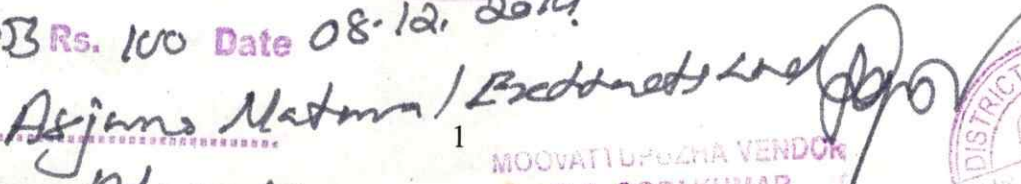
(2) ARJUNA NATURAL EXTRACTS LTD, PB NO 1126, BANK Road Alwaye, Kerala, 683101" A company registered under Indian Companies Act, which here in after called the ANEL; represented by its represented by Managing Director Dr. Benny Antony(which expression shall unless repugnant to the context mean and intrude its successors and assigns) of the OTHER PART.

For Arjuna Natural Extracts Ltd

Dr. Benny Antony
Director- Technical




PRINCIPAL
MAR ATHANASIOUS COLLEGE
KOTHAMANGALAM

No. 20633 Rs. 100 Date 08.12.2014

Sold to: 
Arjuna Natural / Pseudonym
Alwaye

MOOVATTUPUZHA VENDOR
K.A. GOPAKUMAR



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Whereas the parties of the first part M/s. Mar Athanasius College started in 1955 at Kothamangalam, is today an acclaimed centre for higher learning, offering 13 under graduate courses and 16 post graduate courses across several disciplines of Science, Humanities and Commerce. The college offers four doctoral programs leading to PhD in English, Chemistry, Physics and Economics with excellent facilities for research. Presently the college is an academic centre to 1832 students, 117 teaching faculty and 61 non-teaching staff. *National Assessment and Accreditation Council (NAAC)* has consistently accredited the college with "A" Grade, UGC awarded the college with *Potential for Excellence* status and a Committee of Vice Chancellors selected the college as one of the best ten colleges in Kerala.

And whereas the College functions with an aim to prepare the students for life, by imparting knowledge which focuses on academic competence, social skills and moral values and has a vision to build up a community of people with character and integrity, courage and tenacity to promote the good and fight the evil and provide justice and fair play to all.

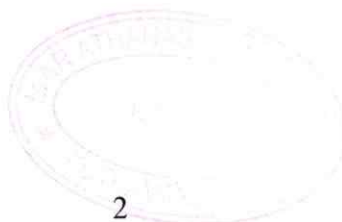
And whereas Arjuna Natural Extracts Ltd. (ANEL) is an organization of natural product extracts with all modern facilities functioning at Alwaye since 1989. ANEL is an acknowledged company specialized in scientific methods of identification, separation and manufacturing of plant based active compounds and omega 3 fatty acid from marine and vegetable source. It also focuses on pharmacological evaluation of its products by design, monitoring and publishing of clinical studies for various applications in the dietary supplements, pharmaceutical and cosmetic industries.

And whereas the College has decided to provide expert guidelines to monitor the affluent and to provide strategies to mitigate the pollution of the industry ANEL.

And whereas the parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. And have done peacefully effected these terms on a pretrial basis during the month December 2013, and had successfully performed the terms herein on the basis oral contract within the same terms and conditions. The parties now have therefore finally agreed the terms and further agreed to enter in writing these areas of consensus, under a Memorandum of Understanding.

For Arjuna Natural Extracts Ltd.

Dr. Benny Antony
Director- Technical




MAR ATHANASIOS COLLEGE
KOTHAMANGALAM

Now this Memorandum of Understanding witnesses that:-

Article 1:- Scope of this MOU:-

1. The college shall continuously monitor the affluent and suggest necessary measures to control the pollution by analyzing weekly the affluent of the unit of ANEL at Alwaye. The analysis of the affluent parameters will be by the presently accepted techniques and methods as guide lined by the Central Pollution Control Board (CPB), New Delhi or by any other updated procedures on mutual consent of the College and ANEL as and when required.
2. Both parties herewith agree that the major analysis include the water quality parameters such as tabled below:-


1. Colour (hazen).
2. Turbidity (NTU).
3. pH.
4. Total Solids.
5. Total Hardness.
6. Ca as CaCO ₃ .
7. Mg as MgCO ₃ .
8. Chloride as Chlorine.
9. Sulphates, Fluorides, Mn, Nitrates.
10. Fe, Cr, Zn, Cu, Pb.

Article 2- Costs and considerations/ (Fees structure for analysis):-


The parties of the second part herewith agree to pay to the parties of the first part fees of the analysis as tabled below:-

Set 1	
Parameters 1-4	- @ Rs 100/sample
Parameters 5- 9	- @ Rs 200/sample
Parameter 10	- @ Rs 400/sample

Additional costs: - In addition to this the expenses in connection with regular visits, will be borne by ANEL.


For Anuna Natural Extracts Ltd.
Dr. Benny Antony
Director- Technical




MAR ATHAN
KOTI A.S.S. & S.A.L.M

Article 3:- Obligation of parties of first part.

3.1. The College shall be responsible for all the systematic collection, transportation and analysis of samples from appropriate points.

3.2. The College will find and appoint qualified technical staff for the purpose.

3.3. The College shall monitor the quality of the programs through persons appointed by it for the purpose.

3.4. The College shall have the right to accept suitable methods and chemicals when required in consultation with ANEL.

3.5. In respect of any change in the venue or method of analysis etc., the decision of the College is final.

3.6. The College shall inspect all venues of effluent production points of ANEL at the Always factory periodically.

3.7. The College shall not collect any amount under any head(s) other than the prescribed fee(s) as mentioned under Article 2 of this deed.

Article 4:- Obligation of ANEL.

4.1. ANEL agrees to provide entire infrastructure facilities including laboratories, equipment, analytical tools and aids if needed and demanded by the inspecting team from the college.

4.2. ANEL also agrees to provide facilities for boarding and lodging of staff from the College deputed for the purpose of the agreement.

4.3. Joint responsibilities of parties.

4.3.1. The outcome of the analysis, if worth publishing, shall be released jointly both by the College and ANEL and will have equal credits. The expenditure incurred in this regard shall be met by ANEL.

4.3.2. Any expansion or modification relating to the programs shall be decided jointly by the College and ANEL.


Dr. Benny Antony
Director- Technical




MAR ATHANASIOS
KOTHIAMMAL

Article 5:- Term and termination: - This MOU shall be valid for a period of eleven months from this date of execution of this deed and can be renewed for a further period of three years on mutual consent. The College shall review the progress of the analysis bimonthly.

Notwithstanding to anything contained under this agreement, either party shall be entitled to terminate this agreement forthwith up on the happening of any or all of the following events:-

Up on any party committing a breach of any of the terms and conditions of this agreement and failing to rectify such breach with in a period of 30 days of the notice of such breach.

- ✓ Commercial non-viability.
- ✓ Noncompliance of standards.
- ✓ Breach of confidence and non-compete clause.
- ✓ Non- Compatibility.

Either party can terminate and exist from this contract by giving a 30 days grace period without assigning any special reasons as cited above under their on conscious and discretions.

Special Exit Clause: - The College shall have full powers to review the running of analysis and if the College comes to the conclusion that the running of the industrial process is not satisfactory, the College is entitled to disassociate itself from the programs and the ANEL shall not be entitled to any payment towards damages or otherwise for their having invested any money in providing the buildings infrastructures, etc., which they have agreed to provide.


Article 6:- Indemnification: - ANEL covenants and agrees with the college that ANEL shall assume sole and entire responsibility for and indemnify and save harmless the college from any and all claims, liabilities, losses, expenses and damages by the reason of any claims, proceedings action, liability or injury arising out of relations with the college under this agreement in relations with sovereign agencies, quasi sovereign agencies and any of its customers and other third parties.

Article 7:- Proper Law and Jurisdictions:- This agreement shall be governed by Indian Law and any of the proceedings arising out of or in connection with this agreement shall be brought only before the court of competent jurisdictions confined to the tehsil of Kothamangalam wherein this deed was executed and delivered.

For Arjuna Natural Extracts Ltd.


Dr. Benny Antony
Director- Technical




MAR ATHANASIA
KOTHAMANGALAM

Article 8:- Entire agreement: - This agreement and the schedule here to represent entire agreement as to the subject matter hereof and supersedes any prior understandings between the parties hereof, save and except that nothing herein contained shall affect the transfer of this agreement.

Article 9:- Force majeure:- Notwithstanding anything to the contrary herein contained, nothing herein shall apply if either party is prevented from discharging its obligation hereunder due to any cause arising from or related to any act of God, war, riot, fire, civil commotion, strikes, lock out, or any orders of Governmental, Quasi- Governmental, or local authority or any similar cause.

Article 10:- Notice :- A notice to be given or other communications to be provided here under shall be in writing addressed to the parties at their respective addresses set out herein above, unless the parties shall give notice of a different address.

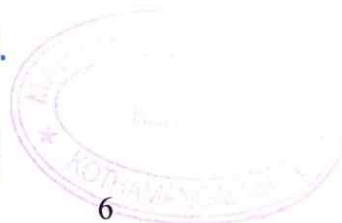
Article 11:- Waiver:- No delay on the part of either party here to in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any other right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder nor shall any single or partial exercise of any other right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.


Article 12:-Confidentiality:- Both the parties shall maintain confidential the terms and conditions of this agreement as well as any presentations, materials, articles information mutually shared during the course of execution of agreement and thereafter during the tenure of the agreement except such necessary disclosures to the legal and financial advisors or authorities.

Article 13:- Miscellaneous.

- This agreement shall not be assigned by the parties without the prior written consent of the other.
- The appendices referred to in this agreement form part and parcel of this agreement.
- All rights and obligations that have arisen up to the date of termination shall survive after the termination date until they are completely performed by either party.


Dr. Benny Antony
Director- Technical



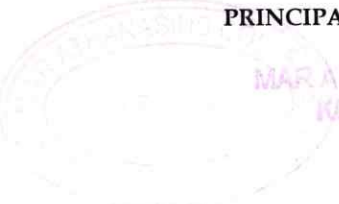

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- Article headings are inserted for convenience of reference only and shall not deem to affect the interpretation of this agreement or of any clause.
- Both the parties shall cooperate with the other and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and the intended purpose of this agreement.
- The collaboration is envisaged to provide mutual support for the financial year 2014 onwards.
- All payments to College by ANEL under the MOU shall be made in Indian currency by way of cheque.
- College shall take care of the fulfillment and compliance of the procedural statutory regulations and formalities in connection with the payments.
- All the terms and conditions of this MOU are subject to the approval of the various bodies of the College and the provisions of the Rules and Regulations of the College.

In witness whereof the parties have signed, sealed this Memorandum of Understanding of the day, month and year first herein above written and delivered the same at Kothamangalam. This MoU is taken in duplicate for keeping the same with respective parties.


For Mar Athanasius College

PRINCIPAL: - DR. LEENA GEORGE


MAR ATHANASIOUS COLLEGE
KOTHAMANGALAM
Seal


For ANEL

For Arjuna Natural Extracts Ltd
MANAGING DIRECTOR: DR. BENNY ANTONY

Seal  Dr. Benny Antony
Director- Technical

Witnesses:-


1. Dr. M M Joseph, HOD, Department of Chemistry
(MA College, Kothamangalam).

2. Dr. Densely Jose, Associate Professor, Department of Chemistry
M A College, Kothamangalam.


For Mar Athanasius College

PRINCIPAL

Dr. Leena George


MAR ATHANASIOUS COLLEGE
KOTHAMANGALAM


For ANEL

MANAGING DIRECTOR

Dr. Benny Antony