



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 54a5a8b8875e9a9b801f

Receipt Date : 06-Sep-2023 12:30:08 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

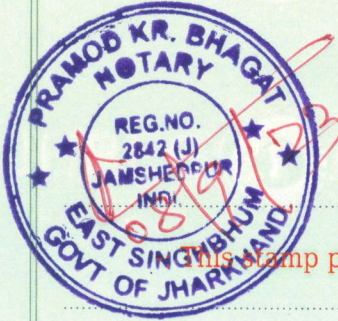
Stamp Duty Paid By : ARKA JAIN UNIVERSITY JHARKHAND

Purpose of stamp duty paid : MEMORANDUM OF UNDERSTANDING

First Party Name : ARKA JAIN UNIVERSITY JHARKHAND

Second Party Name : DELVIN FORMULATIONS P LTD CHENNAI  
TAMILNADU

GRN Number : 2319114683



This stamp paper can be verified in the jharnibandhan site through receipt number :-



A.K. Shrivastava

Registrar

ARKA JAIN University  
Jharkhand

Signea Put L.I.I  
in my presence

Date: 06.09.2023



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।





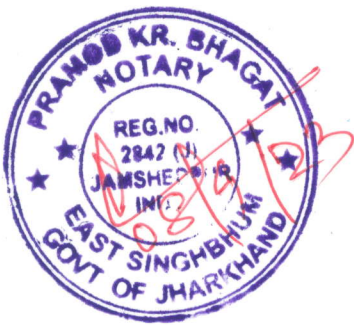
## MEMORANDUM OF UNDERSTANDING

Between

**ARKA JAIN UNIVERSITY, JHARKHAND**

And

**Delvin Formulations (P) Ltd  
Chennai, Tamilnadu**



✓  
a.k.shrivastava

Signed Put L.T.I  
in my presence

Date: 11/09/2019

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as the "Agreement") is entered into and executed at Delvin Formulations (P) Ltd, Chennai, Tamilnadu on **date 15<sup>th</sup> September 2023** (hereinafter referred to as the "Effective Date") by and between:

**"ARKA JAIN University, Jharkhand"** is a private university established by the Jharkhand State Legislature under "THE ARKA JAIN University Act, 2017". The University is government recognized university with the right to confer degree as per the section 2(f) and 22(1) of the UGC Act, 1956 having its corporate office at D-28, Danish Arcade, Opp. Asian Inn Hotel Dhatkidih, Jamshedpur-831001 and campus at Mohanpur, Opp. Kerala Public School, Gamharia, Dist - Seraikela Kharsawan, Jharkhand -832108, represented by its Registrar, Mr. Amit Kumar Shrivastav, (herein after referred to as the **"ARKA JAIN University"** or the **"FIRST PARTY"** which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

AND

**Delvin Formulations Private Limited, Chennai, Tamilnadu** is majorly in marketing of Pharmaceutical products from last 14 years and currently, company operations are active. (herein after referred to as the **"Delvin Formulations Private Limited, Chennai, Tamilnadu"** or the **"SECOND PARTY"** which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

**ARKA JAIN University, Jharkhand** and **"Delvin Formulations Private Limited, Chennai, Tamilnadu"** are hereinafter jointly referred to as the "Parties" and individually as the "Party".

WHEREAS:

**I. ARKA JAIN University** was established in February 2017 by the JHARKHAND State Legislature under "The ARKA JAIN University Act". The University is a government-recognized university with the right to confer degrees as per the sections 2(f) and 22(1) of the UGC Act, 1956. The sprawling campus of the University is situated at Gamharia, Dist: Seraikela - Kharsawan, 13 km from steel city Jamshedpur. The University offers multi-



Signed Put L.F.I  
in my presence

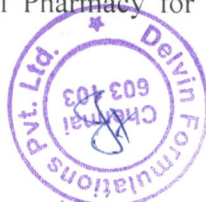
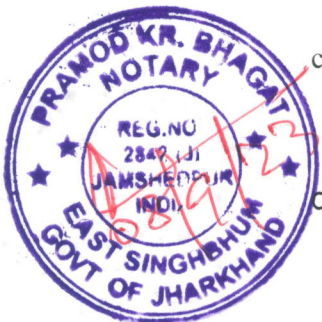
Date: 15/09/2023

disciplinary programs, all of which are designed to be industry -relevant. The University runs various courses in Pharmacy approved by Pharmacy Council of India (PCI) New Delhi under the School of Pharmacy.

- II. **"Delvin Formulations Private Limited, Chennai, Tamilnadu"** commenced its generic formulation business in 2009 and is today spread across its presence from API to formulation, Medical devices, Formulation exports and Wellness products. **"Delvin Formulations Private Limited, Chennai, Tamilnadu"** committed to widening access for its products so people across the globe can access our innovative and world-class healthcare products.
- III. The Parties have appreciated each other's objectives in promoting Excellence inter alia in common area of interest, imparting knowledge and skills required to operate in the area of Academic, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MoU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.
- IV. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MoU.
- V. The development and implementation of specific forms of cooperation based on this MoU will be separately established/ decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

**NOW THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:**

- VI. Both the Parties have hereto be identified the following areas where they agree to mutually cooperate to the fullest extent:
- Workshop/ Seminar and Conference: **Delvin Formulations Private Limited, Chennai, Tamilnadu** could participate as Faculty /Speaker for the Workshops, Seminars, Continuing Education and Training Programs conducted by **ARKA JAIN University, Jharkhand** for the Faculty Members, Research Scholars and students.
  - Both parties agree to undertake students and involve them for Joint Research Projects which are mutually beneficial. However selected M. Pharm/U.G. students will get opportunity to pursue their research projects at the virtual guidance of both the Parties.
  - Extend help and Co-operation in developing Curriculum of Continuing Education Programs, on such terms as may be mutually agreed by including Joint Meeting of Curriculum Development Committees / bodies.
  - Delvin Formulations Private Limited, Chennai, Tamilnadu** will take selected students of Pharmacy for Internship training every year as agreed



Signed Put L.L.I  
In my presence

Advocate

Date: .....

A.K. Shrivastava



mutually by the parties.

- e. Absorption / Employment for the students will be purely on the discrimination of **Delvin Formulations Private Limited, Chennai, Tamilnadu**. (As per their requirement).
- f. For aforementioned points, there will not be any beneficial transaction in any parties **“ARKAJAIN University”** or **“Delvin Formulations Private Limited, Chennai, Tamilnadu”**.
- g. Employees **“Delvin Formulations Private Limited, Chennai, Tamilnadu”** if interested can enroll for the pharmacy course run by **ARKA JAIN University, Jharkhand** for upgrading their qualification and obtain higher degree by full filing there admission norms at fee structure mutually agreed by the parties.

#### **VII. Faculty Development Programs:**

Faculty Development Programs are an essential component in standardizing the Class room teaching all over the country. These Programs help the teachers in updating them with the student's expectation, Institution's expectation and proper penetration in imparting relevant areas of specialization. The fellow members of the corporate could contribute in the faculty development program of both the institutions in the domain of Allied Health Science, Pharmacy.

#### **VIII. Non -Binding Nature of the MoU**

Nothing in this MoU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MoU. The acts performed and action taken by either party that do not fall under the MoU shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MoU does not restrain or preclude parties from entering into similar MoUs with any other organization during currency or the extended currency of this MoU.

#### **IX. Terms and Termination of the MoU**

The MoU shall come into force immediately upon its signing by the parties. The MoU will be in force for an initial period of five (5) years. MoU may be extended further on the mutually agreed terms. **“ARKAJAIN University”** or **“Delvin Formulations Private Limited, Chennai, Tamilnadu”** shall not have any right to claim extension or renewal of contract.



Signed Put L.L.  
In my presence

Date: 20/07/2023

- a. This MoU may be terminated by mutual consent of the parties before the aforesaid term of five (5) years.
- b. This MoU can also be terminated by either of the parties by giving advance notice of three (1) month period without jeopardizing the ongoing collaborative undertakings.
- c. The implementation and/or continuance of Programs or project established pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.

#### **X. Amendments**

No change, alteration or modification of this MoU shall be valid, unless in writing and signed by both the Parties hereto.

#### **XI. Severability**

If any provision of this MoU is held invalid, unenforceable or illegal for any reason, this MoU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

#### **XII. Assignment & Sub-Letting**

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

#### **XIII. Confidentiality**

Both Parties agree to treat the contents of this MoU and any valuable information provided, developed, found or acquired in the process or performance of this MoU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

For purposes of this MoU, "Confidential Information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and /



Signed Put L.L.I  
in my presence  
Advocate  
Date: 27.07.2023

a.k. Shrivastava

or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Provided that upon the expiration, cancellation, or termination of this MoU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

#### XIV. Governing Law

The MoU shall be interpreted in accordance with and governed by the applicable laws in India. The courts in Chennai will be the exclusive jurisdiction. Notarized of the MoU is done by ARKA JAIN University, Jharkhand.

#### XV. Dispute Resolution

It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MoU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall settled through mutual consultations and agreements.

#### XVI. Points of Contacts

For managing the activities under this Understanding, the Contact Persons responsible at either party are as follows, including their contact and location details:

For Party II	For Party I
<b>Name:</b> Jai Ganesh A S	<b>Name :</b> Dr. Jyotirmaya Sahoo
<b>Designation:</b> General Manager - HR	<b>Designation :</b> Dean, School of Pharmacy
<b>Address</b> Delvin Formulations Private Limited, Chennai, Tamilnadu	<b>Address :</b> ARKA JAIN University Campus , Opp. To Kerala Public School, Mohanpur , Gamharia Dist. Seraikela Kharsawan, Jharkhand -832108
<b>Email ID:</b> jai.hr@delvin.in	<b>Email ID:</b> dr.jyotirmaya@arkajainuniversity.ac.in
<b>Tel:</b> 044-27470733	<b>Tel :</b> +657 2220285
<b>Mobile:</b> 9962234346	<b>Mobile:</b> 9861433157, 8249108741



Signed Put L.L.  
in my presence  
Advocate  
Date: 07.08.2020



**XVII. Signed in Duplicate**

This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

By signing below, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

Signed on Behalf of  
"Sai Mirra Innopharm Pvt. Ltd., Chennai,  
Tamilnadu"

For DELVIN FORMULATIONS PVT.LTD.

Authorized Signatory

Name: Jai Ganesh A S  
General Manager - HR,  
"Sai Mirra Innopharm Pvt. Ltd.,  
Chennai, Tamil Nadu"

Signed on Behalf of  
ARKA JAIN University,  
Jharkhand

A. K. Shrivastav  
Registrar  
ARKA JAIN University  
Jharkhand

Mr. Amit Kumar Shrivastav  
Registrar  
ARKA JAIN University, Jharkhand

In the presence of witness as under:

1. Professor (Dr.) Jyotirmaya Sahoo (Dean)

In the presence of witness as under:

1. Amar Hari Prasad M (Corporate Affairs)



Attested the Signature of the  
Executant/Executants  
Put L.T.I., in my Presence of Sri.....  
.....Advocate  
District Court, Jamshedpur and also  
Identified by him.

19/08/23  
Framod Kr. Bhagat  
NOTARY  
E. Singhbhum, JSR.

Signed Put L.T.I.  
in my presence

Date: 19/08/23