



## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

सत्यमेव जयते

Certificate No.	: IN-DL59298211763473S
Certificate Issued Date	: 20-Jul-2020 02:07 PM
Account Reference	: IMPACC (IV)/ dl792203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL79220327212169593669S
Purchased by	: DABUR INDIA LIMITED
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DABUR INDIA LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: DABUR INDIA LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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#### MANUFACTURING AGREEMENT

THIS AGREEMENT is made and executed at New Delhi on this 20<sup>th</sup> day of July, 2020 between **Dabur India Limited**, a Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at 8/3, Asaf Ali Road, New Delhi – 110002 (hereinafter referred as 'the Company') through its Authorized Signatory, which expression shall mean and include all its heirs, successors, legal representatives, nominees and assignees, of the first part and **Symega Food Ingredients Limited** a company registered under companies Act, 1956 having its Registered Office at XI 312G, Synthite Taste Park, Pancode, Kolenchery-682310(hereinafter referred to as 'SYMEGA') through its Managing Director Mr.Santhosh

For SYMEGA FOOD INGREDIENTS LIMITED

#### Statutory Alert:

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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.

MANAGING DIRECTOR

Stephen, which expression shall mean to include all its heirs, successors, legal representatives, nominees and assigns, of the other part.

WHEREAS the Company is engaged in manufacture of Ayurvedic medicines, Toiletries, Patent Medicines, Cosmetics and other food articles under the brand name (DABUR) and is the owner of the above said brand name.

AND WHEREAS "SYMEGA" has its manufacturing facilities at Plot No XI 312G, Synthite Taste Park, Pancode, Kolenchery-682310, Ernakulam, Kerala, India is engage in manufactures of Seasoning, Spice Mixes, Flavours, Soups, Sauces & Ketchups, Food Mixes etc. and has made a valid offer to the company to carry out manufacturing of Seasoning, Spice Mixes, Flavours products as described in t attached to this agreement, hereinafter called the product.

AND WHEREAS "SYMEGA" has further assured the Company that it has the capacity, competence, technical know-how, facilities and infrastructure including industrial premises, manpower and financial ability to carry out the discussed manufacturing activities and that all statutory approvals, licenses/permissions and consent pre-requisites for carrying on the manufacturing activities has been granted to it by the appropriate authorities and there are no impediments legal, contractual or otherwise whatsoever preventing "SYMEGA" from acting and complying with the provision of this agreement.

AND WEHREAS the Company is also willing to get its products manufactured from "SYMEGA" on principal to principal basis and to permit "SYMEGA" to use its trade mark for the purpose of manufacture of above said products on the terms and conditions as mentioned herein.

**NOW IT IS HEREBY AGREED TO FOLLOW:**

**1. TENURE**

- i) This Agreement shall be valid for a period of two (2) years with retrospective effect from 15.06.2020 and may be extended for such further periods, on the same or on such terms as may be mutually agreed to by the parties.
- ii) The parties hereunto declare that the basis of this Agreement is the representations made by "SYMEGA" which Company has found to be true and on which it has relied.

**2. DEFINITIONS**

In this Agreement, unless there is an inconsistency with the context, the following terms and expressions shall have the following meanings:

- i) "Business Secrets" shall include all of Company's business secrets including process of manufacture and other related technical information, product launches / relaunches, changes in packaging material, blend/product formation charges etc. supplied by the Company.
- ii) 'Month' means English calendar month, and 'Year' means and English calendar year.

For SYMEGA FOOD INGREDIENTS LIMITED



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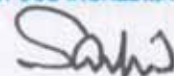


- iii) "Packing Material" means container, label, sleeve etc. used for the packaging of the said product.
- iv) "Premises" shall mean "SYMEGA" factory at Plot No XI 312G, Synthite Taste Park, Pancode, Kolenchery-682310, Ernakulam, Kerala, India and shall include such other premises utilized in the course of activities carried out for the purposes of operation of this Agreement, with the prior written consent of the Company.
- v) "Process Information" shall include all specifications, process parameter specifications, packaging and quality control standards, directions, general packaging information, sampling plans for pre-dispatch inspection and instructions relating to indents and dispatches thereof and quality control procedures communicated by Company to "SYMEGA" and those which "SYMEGA" learns in and out of operation of this Agreement and as may be prescribed by the Company from time to time.
- vi) "Products" shall mean in finished form as specifically described in the Annexure A. products may be deleted from or added to the Annexure - A by mutual consent between the parties.
- vii) "Technical information" shall include the special technical know-how and other information including technical data and standards, relating to the processing and packing, machinery or apparatus used for the purpose of this Agreement, which is either communicated to "SYMEGA" by the Company or which "SYMEGA" comes into the knowledge of, in and out of the operation of this Agreement.

3. **SCOPE OF AGREEMENT**

- a) "SYMEGA" shall manufacture, package and sell the Products strictly in accordance with the standards and specifications prescribed by the Company in such quantities and on such terms as both the parties may from time to time agree. This Agreement is non-exclusive and the Company reserves and right to procure the products from elsewhere at its sole discretion.
- b) "SYMEGA" shall manufacture and package the products from such materials and using such processes as specified from time to time by the Company. Unless otherwise specified by the Company all materials for the manufacture of the Company's orders for the products will be procured by "SYMEGA" from reputed suppliers.
- c) The products and the packaging thereof shall conform in all respect to the specifications, directions and standards for manufacturing and packaging to be specified by the Company from time to time subject always to any legal, Governmental, Licensing conditions etc. Subject to the above in the event that "SYMEGA" does not comply with such specifications, directions and standards the

For SYMEGA FOOD INGREDIENTS LIMITED



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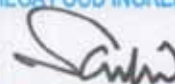
Company shall notify "SYMEGA" and in the event "SYMEGA" does not remedy the defect notified within 30 days the company shall have the right to terminate this Agreement forthwith.

- d) The Company shall have the right to enter upon and inspect "SYMEGA's plant and Warehouses to undertake quality control tests and checks on the raw materials, packaging materials and the products and to observe manufacturing and packaging of the products, whenever the company shall so request " SYMEGA " shall furnish, at the company's expense, to the company or its duly authorized representative with samples of the products.
- e) Any finished units of the products or packaging or other material thereof at the premises of "SYMEGA" which are in any way found to be defective shall be destroyed by "SYMEGA" at its own expense and in presence of the company's representative if the Company shall so request.
- f) "SYMEGA" shall keep confidential all information relating to or arising out of its activities under this Agreement and shall not use on its own behalf or on behalf of others or disclose to any person, firm or Corporation (except to govt. bodies wherever needed) during the term of this Agreement or at any time thereafter until the same lawfully comes into Public knowledge any formula, specifications, manufacturing processes or other information that may come to its knowledge as a result of or during the course of its work hereunder.
- g) "SYMEGA" will manufacture, package and deliver the products to the Company, in accordance with delivery schedules as mentioned in the Purchase Order. If such schedules are not adhered to, the Company shall notify "SYMEGA" and in the event of "SYMEGA" does not remedy the defects within 30 days the Company shall have the right to terminate this Agreement forthwith. The Company will pay "SYMEGA " for such quantities of the product as shall be supplied by "SYMEGA" to the Company in accordance with this Agreement at such price as shall be agreed in writing by the parties from time to time.
- h) The parties hereto expressly agree that all transactions between them shall be on a Principal-to-Principal basis and nothing in this Agreement shall be construed to the effect that either party is an agent of the other.
- i) "SYMEGA" shall not be entitled to subcontract or appoint any other party or agent to carry out these obligations under this Agreement without the written consent of the Company.

4. **LICENSING & STATUTORY COMPLIANCE:**

"SYMEGA" shall ensure strict compliance and also get itself duly licensed/registered, under the various applicable statutes for the time being in force including those listed herein below, which list is however, not exhaustive and notwithstanding the same " SYMEGA " shall exercise due diligence to obtain all such other licenses, registrations, permissions and consents from the appropriate authorities under any

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other statute applicable from time to time and the Company shall not be responsible for any non-compliance by "SYMEGA" in any manner whatsoever.

- i) "SYMEGA" is to obtain and maintain all the required registrations and licenses and follow all the other requirements under The Legal Metrology Act & Packaged Commodity Rules as well as Food Safety & Standards Act.
- ii) "SYMEGA" shall comply with all Labour Legislation applicable to it and, for the time being in force whether Central, State or Local and shall obtain and keep renewed all such licenses, permissions and consents statutorily required hereunder, including those under the Factories Act, 1970, Employees "Provident Fund and Miscellaneous Provisions Act 1952, Maternity Benefit Act, 1961, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, Payment of Wages Act 1936, Workmen's Compensation Act 1972, Child Labour (Prohibition and Regulation) Act 1986, inter alia and the rules hereunder and the Company shall not be responsible for any default by SYMEGA for non-compliance thereof and "SYMEGA" indemnifies the Company against all claims, losses, and damages or prosecutions and penalties in this respect.
- iii) "SYMEGA" shall take consents from the State Pollution Control Board and comply with the effluent for both air and water/other norms as prescribed.

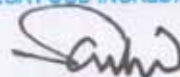
5. Goods & Service Tax

- i) The parties hereby declare jointly and severally hereto that it shall be the sole responsibility of SYMEGA to stringently comply with the various procedures and formalities prescribed under the Goods and Services Tax laws as applicable and for the time being in force.
- ii) All litigation shall be on SYMEGA's account unless the litigation is on account of some legal position which the Company has explicitly asked SYMEGA to undertake. Even in latter case, SYMEGA shall not admit any liability without the Company's express consent and shall immediately notify the Company of any damage/change.
- iii) All demands raised and show cause notices issued to him on account of the Company's legal position, shall be dealt with by "SYMEGA" in time and in consultation with the Company failing which the Company shall not be responsible for the amounts demanded.

6. STAFFING & MANPOWER

- i) "SYMEGA" has on its rolls the requisite manpower comprising of adequate number of staff of requisite competence and skill. "SYMEGA" shall remain solely responsible for such employment of staff, its terms and conditions, payment of remuneration, deducting and remittance of other statutory applicable contributions and there shall be no nexus of employer-employee whatsoever between the Company and SYMEGA's employees and "SYMEGA" shall be absolutely responsible for any default

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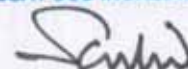
in payment of statutory or contractual dues under the applicable labour laws either by way of commission or omission and the Company shall be indemnified and saved harmless by "SYMEGA" against all losses ,damages, claims, penalties and prosecutions thereof.

- ii) It is expressly agreed between the parties that any statutory liability arising out of employment, non-employment, lockout, termination closure, compensation (including accidents) of workers in "SYMEGA." premises will be solely to the account of "SYMEGA" and shall keep the Company indemnified in all respects in this regard.

**7. PRODUCTION, SUPPLY, PAYMENT TERMS AND PRICING:**

- a. "SYMEGA" shall manufacture and sell to COMPANY, at a price to be mutually agreed, Products on a non-exclusive basis [as per the Product Specification] as ordered by COMPANY during the term of this Agreement. At the time of execution of this Agreement and till it is amended by mutual agreement by the Parties hereto, the price of the Products shall be as per Annexure B
- b. SYMEGA shall ensure to pass on the full benefits arising out of reduction in tax rates on any of its inputs / increase in input tax credit by way of commensurate reduction in final price of the products. If at any later date, the Company gets to know that such benefits have not been fully passed on, the Company reserves the right to recover such amount at any later date.
- c. It is agreed that in order to facilitate proper production planning and timely supply of the product by "SYMEGA", COMPANY will provide a rolling plan by 2<sup>nd</sup> week of every month for the following three months, wherein the plan for the first one month will be firm and tentative for the two month.
- d. The quantities and prices shall be mutually agreed between the parties from time to time. It is clarified here that in the event of any changes in any input prices, the selling prices shall be changed accordingly upon mutual agreement.
- e. No minimum or maximum volumes are committed in the agreement.
- f. That the product shall be supplied by "SYMEGA" to the Company on 7 days credit and the Company shall be liable to make payment against the invoices raised by "SYMEGA" within 7 days of the receipt of Goods.
- g. The Company may, by not less than sixty (60) days' notice in writing, notify the Manufacturer that it will be deleting the Product and will no longer require the Manufacturer to supply any of the deleted Product for the remainder of the Term. The Manufacturer, upon receipt of the sixty (60) days' notice, shall intimate the Company in writing, the inventory and the outstanding orders of the raw materials and packaging materials in relation to the product proposed to be deleted. The Company, upon receipt of the communication from the Manufacturer, shall

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purchase such redundant raw materials and packaging materials from the Manufacturer

8. **QUALITY CONTROL**

"SYMEGA" shall ensure that all the standards, inter alia, for products as well as manufacturing facilities set out by various statutory laws and Acts are complied with and further ensure:

- a) That Quality Control Procedures at his manufacturing unit are strictly in line with the Quality Monitoring Systems as specified by the Company and all sampling and testing carried out by "SYMEGA" shall be in accordance with the procedures laid by the Company.
- b) Documented specifications (duly authorized by the Company's personnel) will have to be available at his manufacturing unit for all the:
  - i) Packing materials
  - ii) Raw Materials
  - iii) Finished Products
  - iv) Defect classifications
- c) That the pre-dispatch inspection reports & samples for finished products are sent to the Company on a weekly basis.
- d) That the raw materials, packing materials and said products shall be in conformity with the quality specifications and standards laid down for the said products if any, and warranty and other requirements including any other laws for the time being in force and applicable to the products for as per standards laid down by the Company whichever are more stringent.
- e) That the quality standards as prescribed by the Company and the Quality and Safety requirements of the Company are met and maintained at every stage of the conversion activities and in final product.
- f) The Company will have the right to draw samples at the premises of "SYMEGA" for the purpose of analysis and checking quality standards as and when required.
- g) In the event of the samples not adhering to the specifications laid down, "SYMEGA" shall at its own expense replace the said product.
- h) Company shall be entitled, without being obliged to do so, to have the Products manufactured hereunder examined, inspected and tested in/by its Quality Control Department or in its laboratories and other facilities in accordance with the instructions and testing procedure mutually agreed to ascertain whether the Products conform to the standards of quality and specifications and to ensure that

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the manufacturing of the Product are carried out as per the requirement. Any inspection conducted by Company pursuant to this clause shall not relieve "SYMEGA" from any of its obligations as set out in this Agreement.

- i) The Company may at its absolute discretion depute its representative to "SYMEGA" premises from time to time for checking quality controls and in such an event, "SYMEGA" shall provide all facilities and access required by the said representative to discharge his duties and responsibilities.
- j) "SYMEGA" shall ensure that samples are checked either in-house or at a Company's specified location, every quarter for microbiological parameters of the product as specified by the Company. "SYMEGA" shall further ensure that records pertaining to the above tests are maintained. Details on the frequency of testing and parameters to be tested will be agreed in writing by "SYMEGA" with the Company.
- k) "SYMEGA" shall ensure that:
  - i) it supplies to the Company, a list of persons who are responsible for the operations at "SYMEGA." for contacting in case of an emergency.
  - ii) It takes steps for implementation of the minimum mandatory requirements for product safety as specified by the Company.

**9. PROCESS CONTROL**

- i) "SYMEGA" shall ensure that the processing parameters are strictly in accordance with the specifications given by the Company, and any changes in the same should have the prior approval of the Company. "SYMEGA" shall also ensure strict conformance with the specifications from the Company for blend compositions, product formulations, ingredient specifications etc. directly or otherwise affecting the product quality.
- ii) "SYMEGA" shall further ensure that adequate steps are taken for preventing entry of foreign matter into the product at any stage of processing and packing.
- iii) "SYMEGA" shall establish and maintain documented procedures to ensure that product not conforming to specify requirements is prevented from intended use.
- iv) The Company shall have absolute right to reject the finished product if it is found not to conform to the given product profile, specifications and quality, as informed in the written specifications. "SYMEGA" shall take back, at its own cost, such finished products which are found not in conformity with the prescribed standards and shall forthwith replace the rejected finished products with equivalent quantity of finished product conforming to the prescribed standards at no extra cost or charge to the Company. It is clearly understood between the parties that all charges, duties, taxes, cesses and any other expenses for return, replacement and/or reprocessing of the rejected finished product shall be borne by the "SYMEGA." and the Company will not bear any expenses of whatever nature in this connection.

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10. **SECRECY AND CONFIDENTIALITY**

"SYMEGA" shall maintain absolute secrecy and confidentiality, of the given information by the company at all times, with respect to all Process and Technical Information and Business Secrets given by the company. whether related to the process, product, equipment or apparatus, and shall not divulge details of any such information in any manner whatsoever either directly or indirectly through its Agents, Representatives, Nominees, Associates or Licenses to any other persons, firm or company without the prior written permission of the Company and further shall not infringe, copy or intimate any of the said Process and Technical Information, which shall always remain the sole and absolute property of the Company.

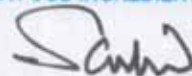
11. **GOODWILL, INTELLECTUAL AND INDUSTRIAL PROPERTY**

- i) "SYMEGA" hereby expressly declares that no right, title or interest in the industrial and intellectual property being subject matter of the Dabur's Trade Marks, Copyrights, designs, Patents, Technical and Process Information or know-how accrues or shall be deemed to accrue to "SYMEGA" by virtue of the operations carried out in pursuance of this Agreement and that no claim whatsoever to that effect or to the alleged ownership of goodwill pertaining to the said industrial and intellectual property shall be made by "SYMEGA" at any point of time.
- ii) "SYMEGA" further undertakes not to copy, imitate, infringe, falsify or otherwise interfere with or unauthorized use any of DABUR's Trade Marks and / or other deceptively similar Trade Mark, Brand Names and Label Marks, Word Marks, Logos and Devices. Copyrights, Designs, Patents, Know-how and Process and Technical information or otherwise alter or deface the same or pass off other goods as and for that the Company and shall not describe any other goods as to have been packed by "SYMEGA" to Dabur.
- iii) "SYMEGA" shall not alter, modify or amend either the color, design, layout or get up of the Company's label or other packing / processing materials or the declarations thereupon and shall make such necessary further declaration on such labels only on the express written instructions of the Company.
- iv) The Company shall compensate the manufacturer for the cost of the materials procured by the manufacturer in accordance with the provisions of clause 7.c and have become redundant or expired under the following circumstances:
  - a. Change in Artwork
  - b. Deletion of product without notice as mentioned in clause 7.i
  - c. Shortfall of quantities in confirmed order as against the forecast.

12. **CONSUMER COMPLAINTS:**

In case of any grievous consumer complaints w.r.t. product integrity or regulatory non-compliance related to manufacturing which is proven scientifically and

For SYMEGA FOOD INGREDIENTS LIMITED



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confirmed; DABUR shall have the right to penalize the manufacturer "SYMEGA" the complete cost of goods and the cost of brand damage and Dabur further reserves the right to terminate the contract

13. **BREACH OF TERMS & CONDITIONS AND TERMINATION OF AGREEMENT:**

- i) Either party may terminate this agreement by giving the other a 60 days notice.
- ii) Either party may serve written notice on the other, in the event of the other party committing breach of any of the provisions of the Agreement. Within a period of 14 days from receipt of the said notice of other party shall diligently initiate all necessary action to rectify the breach within a stipulated period failing which the party may forthwith and unconditionally terminate this Agreement by a written notice served by Registered Post Acknowledgement Due and this Agreement shall accordingly stand terminated from the date specified in the said notice of termination.
- iii) Upon termination of this Agreement, howsoever occasioned, "SYMEGA" shall not be entitled to claim any damages, costs or any, charges whatsoever apart from specific stipulations made herein.
- iv) Upon receipt of a termination notice of 60 days, "SYMEGA" herewith undertakes to forthwith without protest or demur carry out the following: -
  - a) Discontinue the packing/processing and packing of the products or any other products, using the Company's Trade Marks, Brand Names, Word Marks, Labels, Wrappers and Packages.
  - b) Return to the Company all documents containing Process Information and Technical information along with copies/extracts of the same and desist from using the said information or any part thereof.
  - c) Commit any act in violation of any of the rights or interest of the Company subsisting in its industrial and intellectual property hereinabove mentioned by way of infringement, passing off, falsification, inter alia.
  - d) "SYMEGA" shall indemnify the Company against all known loss or damage of any illegal or known wrongful acts or any infringement of any law, rules, and regulation whether of the Central or State Government or any other municipal or local or statutory authority.
  - e) "SYMEGA" shall not at any time call them or hold out them, advertise in any manner whatsoever that it is or was the agent, or representative of the Company in any manner whatsoever.

For SYMEGA FOOD INGREDIENTS LIMITED



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- f) If the agreement is terminated during the tenure of the agreement period the products manufactured by "SYMEGA" will be lifted by "COMPANY" subject to adherence of quality parameters. The balance stock of raw and packing material will be either exhausted through mutual agreed action plan between "COMPANY" and "SYMEGA" or will be taken by the "COMPANY" on agreed rate at the time of purchase provided these have been procured as per the rolling production plan, specifically for the manufacture of COMPANY's product and meeting quality parameters

14. **FORCE MAJORE:**

The Company and "SYMEGA" envisage that certain situation could arise during the period of operation of this Agreement, as a result of force major which situations include flood, earth quake, cyclone, epidemics, and acts other than acts of God namely major plant break-down, acts of government - Central, State and Local and dislocation of transportation and communication of such other incidents of similar nature which may hamper or impede either party hereto from temporarily carrying out its obligations under this Agreement and in such an event "SYMEGA" hereby expressly undertakes not to claim impunity for non-performance of its contractual liabilities herein under merely by virtue of such happening but to endeavor to carry on the operation to be best extent possible directly or through alternate means and the Company may mutually discuss and agree upon any interim arrangement with "SYMEGA" without prejudice to the Company's right to forthwith terminate this Agreement.


15. **ARBITRATION**

- i) Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be referred for arbitration. The Arbitrator shall be appointed by the Company. The Arbitration proceedings shall be conducted in accordance with The Arbitration and Conciliation Act 1996 and the Award made in pursuance thereof shall be binding on the parties.
- ii) The venue of the Arbitration proceedings shall be at Delhi/New Delhi and the courts at New Delhi alone shall have the jurisdiction.

16. **AMENDMENTS & CORRESPONDENCE**

- i) All further amendments to this Agreement and the Schedules thereof shall be carried out through mutual discussions and confirmed by exchange of letters which correspondence shall be deemed to have been duly served on the other party provided the same is forwarded by Registered Post Acknowledgement Due.
- ii) Each party shall have the right to change its address at any time and/or designate that copies of all such notices be directed to another person at another address by giving notice thereof to other party.

For SYMEGA FOOD INGREDIENTS LIMITED



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17. This agreement has been transcribed in duplicate on two separate stamp papers at New Delhi and one original signed copy has been retained by each of the parties.

IN WITNESS WHEREOF PARTIES HAVE EXECUTED THESE PRESENTS AS MENTIONED HEREUNDER:

Witnesses:

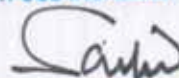
For DABUR INDIA LIMITED

1.

2.

For SYMEGA FOOD INGREDIENTS LIMITED

For SYMEGA FOOD INGREDIENTS LIMITED



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Annexure-A

Product

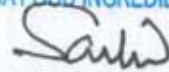
Magic Masala-All Purpose

Annexure-B

Price

Halb	Description	EXW/Sachet	SKU
H00031491	MAGIC MASALA -ALL PURPOSE	1.55	6g

For SYMEGA FOOD INGREDIENTS LIMITED



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