



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



NON EXCLUSIVE TRADEMARK LICENCE AGREEMENT

THIS NON EXCLUSIVE TRADEMARK LICENCE AGREEMENT is made on this 1st day of April, 2023 at Kolkata.

BETWEEN

Dey's Medical Stores Pvt. Ltd., (PAN: AABCD4017E), a Private Limited Company incorporated under Companies Act 1956, having its Registered Office at 1B, Deodar Street, Kolkata 700 019 and duly represented by **Mr. Ranajit Dey**, being the **Wholetime Director** of the said Company, hereinafter referred to as the **"Licensor"** (which expression shall unless contrary and/or repugnant to the context or meaning hereof be deemed to mean and include its heirs, assigns, office bearers, legal representatives, administrators and successors-in-interest) of the **FIRST PART.**

AND

Dey's Medical (U.P.) Pvt Ltd., (PAN: AAACD7989A), a Private Limited Company incorporated under Companies Act 1956, having its Registered

For DEY'S MEDICAL (U.P.) PVT. LTD.

Chowrabarti
Finance Manager

28 JUL 2023

For Dey's Medical Stores Pvt. Ltd.

Ranajit Dey
RANAJIT DEY
Wholetime Director



Office at: Plot No. A-8, Naini Industrial Area, P.O. T.S.L. Allahabad – 211010 as well as its administrative office at 2nd Floor, 1B, Deodar Street, Kolkata 700 019 and duly represented by **Mr. Utpal Chakrabarti** being the **Finance Manager** of the said Company, hereinafter referred to as the **“Licensee”** (which expression shall unless contrary and/or repugnant to the context or meaning hereof be deemed to mean and include its heirs, assigns, office bearers, legal representatives, administrators and successors-in-interest) of the **SECOND PART**.

WHEREAS the Licensor herein is the sole and exclusive owner of the registered trademark/brand name of **“KEO KARPIN”** (being Registration No. 2516136).

AND WHEREAS the Licensee herein is the manufacturer and seller of diverse kinds of cosmetic products including Hair Oil and in such capacity has approached the Licensor herein to obtain a license/right to use the Trademark “KEO KARPIN” (being Registration No. 2516136) for manufacturing and selling its Hair Oil product as being **“KEO KARPIN Hair Oil”**.

AND WHEREAS the Licensor herein has agreed to grant Non Exclusive License / right to use the aforesaid Trademark “KEO KARPIN” (being Registration No. 2516136) to the Licensee herein for manufacturing and selling its Hair Oil product as being “KEO KARPIN Hair Oil”.

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

1. Nature and scope of License:

- a. The Licensor hereby grants to the Licensee a Non Exclusive license/right to use the Trademark “KEO KARPIN” (being Registration No. 2516136) for manufacturing and selling its Hair Oil product as being “KEO KARPIN Hair Oil”, as per Licensor’s specification, quality and standard, wherein the proprietorship of the said Trademark shall at all times remain with the Licensor herein and the Licensee shall hereinafter be the non-registered, non-Exclusive user of the said Trademark.



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- b. The Licensee shall sell its aforesaid product in the States of Uttar Pradesh, Madhya Pradesh and Uttaranchal only on non-exclusive basis.
- c. The Licensee shall sell the product only in the pack sizes of 25ml, 50ml, 100ml, 200ml, 300ml and 500ml as per the formulation and pack design specified by the Licensor.

2. Licence Period:

The Licence hereby granted shall be valid for a period of **5 (Five) years** (i.e. from **01.04.2023 to 31.03.2028 both days inclusive**).

3. Consideration:

In consideration of the Licence hereby so granted by the Licensor, the Licensee shall pay to the Licensor the following consideration:

- a. **Royalty at the rate of a fixed annual sum representing 1.5% of the net sales realization being the Royalty for the usage of the Trademark payable monthly.**

- *"NET SALES REALIZATION" shall mean the total receivable value per annum of the DMS(UP)PL's product dispatched to the approved/agreed recipient of such product including but not limited to stockiest/ other institutions excluding Preferred Customer/Stockiest Discount, Excise Duty, Freight, GST, other Taxes and levies (if any).*

The method of calculation of the NSR and the intervals of payments made/required to be made by DMS(UP)PL to DMSPL, as above, may be re-determined and stipulated during the tenure of this Agreement in the event the same is mutually agreed upon by the Parties hereto and expressly made in writing and signed by both the Parties hereto.

- *All necessary and applicable statutory charges and levies as may be applicable from time to time on the aforesaid Royalty/License Fee shall be borne and separately discharged by the Licensor from its own account.*

4. Rights and Obligations of Licensee:

The obligations of the Licensee are as follows:

- a. The aforesaid product as manufactured by the Licensee herein shall strictly conform to the qualities, standards and specimens fixed by the Licensor and



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further the same should be in compliance of the necessary provisions of the laws for manufacturing such product.

- b. Every package of the product shall bear an inscription –“Under License of Dey’s Medical Stores Pvt. Ltd.”
- c. The Licensee shall not be entitled to assign its license / rights conferred under this Agreement, nor grant any License to use the said Trademark to any other party and that the proprietorship of the said Trademark shall, at all times, remain with the Licensor herein.
- d. The Licensee hereby undertakes not to sell the said product to any person after the date of expiry mentioned thereon.
- e. The Licensee herein shall merely be a non-exclusive and non-registered user of the said Trademark and operate within the territory defined in this agreement.
- f. The Licensee shall obtain all necessary registration; and licenses of Central/State/Local Government, necessary for undertaking the manufacturing of the said Product and shall duly comply with all necessary statutory compliances related to the provisions of the Drugs and Cosmetics Act, 1940 and the Rules, 1945 and Legal Metrology Act, 2009 and Rules 2011.
- g. The Licensee shall always maintain and keep all the time in its manufacturing Plant such records, statements, forms, books and the like as required for inspection / audit by the Licensor and respective statutory authorities, with respect to manufacturing and selling of the said product.
- h. For the quantities manufactured and sold by the Licensee under this agreement, the Licensee hereby shall take full responsibility for any prosecution/action that may be launched by the authorities, for any



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deficiency and defect in the Product or mis-declaration or non-declaration of any mandatory declaration/specification that may be required to be made on the wrapper or package containing the product, under the relevant statutes including the Drugs and Cosmetics Act, 1940 and the Rules, 1945 and the Legal Metrology (Packaged Commodities) Rules, 2011 and/ or any other relevant statutes.

- i. The Licensee hereby undertakes to indemnify and duly reimburse the Licensor against any loss suffered and/ or expenses incurred due to the breach of any of the terms and conditions as stipulated in this Agreement by the Licensee.
- j. The terms and conditions of this present Agreement shall be reviewed after a period of every two years by the parties taking into consideration any changes in the environment of the business, or earlier if mutually agreed by both the parties.
- k. In case the Licensee discontinues the manufacturing of the said product the same shall be notified to the Licensor in writing 3(three) month prior to the said discontinuation thereby finally leading to the determination of Agreement.



5. Determination and Termination:

- a. The Agreement shall stand determined automatically at the end of the License period as envisaged herein above and the parties herein may review and renew the same under existing and/ or amended terms and conditions upon such determination. Such revision and/or renewal shall be valid and binding in the event the same is made in writing and signed by all the parties hereto.

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- b. The Agreement may be terminated by the Licensor without assigning any reasons whatsoever any time before the completion of the License period upon giving a **3(three) month notice** to the Licensee for such termination.
- c. Upon the breach of any of the terms and conditions of this Agreement each of the parties herein are at liberty to terminate the Agreement in writing immediately.
- d. In case the Licensee discontinues the manufacturing of the product the Agreement shall be determined upon the service of 3 (three) months prior Notice to the Licensor by the Licensee, as fully envisaged in Clause – 4 (i) herein above.

6. **Notices**

Unless otherwise specifically provided, all notices and other communications to either Party hereunder shall be in writing (including facsimile or similar writing) and shall be given by an authorized representative of the Party giving such notice (as specified by such Party to the other):

If to Licensor:

Name: Mr. Ranajit Dey
e-mail id: ranajitdey.2011@gmail.com
Phone: +91 98300 27591
Address: 1B, Deodar Street, Kolkata - 700019

If to Licensee:

Name: Mr. Gautam Dey
e-mail id: cmd@deysmedical.com
Phone: +91 98300 38439
Address: Plot No. A-8, Naini Industrial Area, P.O. T.S.L. Allahabad – 211010, U.P.

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7. Dispute Resolution

a. Negotiation

Any dispute, difference, controversy or claim between the Parties (each a "Disputing Party" and together the "Disputing Parties") arising out of or relating to this Agreement or the breach, termination or validity thereof (a "Dispute") shall, upon the written request ("Request") of either Disputing Party be referred to the Authorized Representatives of the Disputing Parties for resolution. The Authorized Representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute. In the event that the Disputing Parties are unable to resolve the Dispute through negotiation within 30 (thirty) days after services by a Disputing Party of a Request, then the Dispute shall be resolved in accordance with the provision of CI-(7 (b)) herein below.

b. Arbitration

Any Dispute, controversy of claim arising of or relating to this Agreement or the Branches, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 and all its subsequent amendments therein and the present clause shall be treated as the Arbitration Clause as per the Arbitration and Conciliation Act 1996 and all its subsequent amendments therein.

The arbitral procedure shall be conducted in English Language and any award shall be rendered in English. The procedural law of the Arbitration shall be Indian Law.

The award of the arbitration shall be final and conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to enter judgement thereon in an one or more of the highest court having jurisdiction the parties further agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act 1996 and all its subsequent amendments

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Wholesale Director



therein and neither party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts at Kolkata Only in case of any dispute between the parties.

IN WITNESS THEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBE THEIR RESPECTIVE HANDS AND SEAL ON THE DAY AND THE YEAR HEREIN ABOVE WRITTEN.

Witness:

Sibyogya Das
(D16407401 DAB)
10 Deodar St., Kol-19.

For **DEY'S MEDICAL STORES PVT. LTD.**

For **Dey's Medical Stores Pvt. Ltd.**

Ranajit Deo
RANAJIT DEY
Wholesale Director

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Licensor

Witness:

For **DEY'S MEDICAL (U.P.) PVT. LTD.**

For **DEY'S MEDICAL (U.P.) PVT. LTD.**

Chakrabarti
Finance Manager

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Licensee

Signature (S) of Executant (S)
attested on Identification at
MCCFC Judges' Court, Kolkata-
700 027 BI Adhara, under the
Notaries Act. dt. A.M./P.M.

RK
RAJSEKHAR KUNDU
Notary, Govt. of West Bengal
Regd. No.: 095/2022

IDENTIFIED BY ME

Shekhar
Advocate
28/07/23.

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