

The Health Master

Specimen agreement between Host firm and Loanee firm

This Agreement is made at on this day -----

BETWEEN

M/s -----(Host firm), Address -----
-----, "OF" the first Party.

AND

M/s -----(Loanee Firm), Address-----

Whereas M/s -----(Host firm) . Address -----
----- and Manufacture Pharmaceutical Formulations on form 28
and that M/s -----(Loanee firm) has facilities and spare
capacity to manufacture products for -----(LONEE FIRM).

Whereas -----(LONEE FIRM) has represented that they have a
good marketing set up for the sale and exports of -----
(LOANEE FIRM) Products. An has desired that certain -----
(LOANEE FIRM) products with their own brands, be manufactured by -----
----- (LOANEE FIRM) with the name of -----
(LONEE FIRM) Printed on such products as manufactured by or words
conveying similar meanings.

Whereas -----(LONEE FIRM) has approached -----
----- (LOANEE FIRM) for manufacture of certain pharmaceutical
Formulation on Loan License Basic.

Whereas parties have made this loan License Agreement on the terms &
Condition contained hereinafter.

NOW THIS AGREEMENT WITNESSTH AS UNDER

1 .That on the request of -----(LONEE FIRM) and -----
----- (LOANEE FIRM) agrees to lend its manufacture facilities for that
the manufacture of pharmaceutical Formulations / products of -----
----(LONEE FIRM). AS stated in Annexure with such addition or amendments
as may be made for time, on Loan license Basic with the name of -----
----- (LONEE FIRM). Printed on such products as Manufactured by here in a
after referred to as "the goods"

The Health Master

2. The -----(LONEE FIRM) shall purchase and pay for all Active ingredients, packing materials, Bottles, Excipients, Chemicals, And Custom Duty, Excise Duty, Sales Tax, Inward freight, or octol etc, thereon and supply at -----(LOANEE FIRM) shall not be liable to incur any expenditure on incoming goods including freight, octol, clerling charges, etc.
3. That the technical persons appointed by -----(LOANEE FIRM) shall by all statutory laws, rules and regulations and shall be responsible for quality manufacture of the goods as per Pharmaceutical Act 1940 and the rules made there under.
4. That -----(LOANEE FIRM) shall undertake to procure necessary registration. License and permissions as prescribed by law or by any component authority and keep them renewed and valid from time to time. And also undertakes abide by all Central and state laws regulations, notifications etc. issued from time to time.
5. That -----(LONEE FIRM) shall incur all expenses in connection with cost of designing, developing, cylinder making etc.
6. That -----(LOANEE FIRM) shall charge product wise job Charges, as may be agreed between the parties from time to time, which may inter include conversion charges, packing charges, testing charges, miscellaneous charges, administrative charges, and profit margins, Levies and Taxes of Control Central State Government and Local Authorities including Excise Duty, Tax, Etc. shall be paid by -----(LONEE FIRM) And such lives and taxes are payable by -----(LOANEE FIRM). Even if these are claimed by the Authorities later.
7. That -----(LONEE FIRM) shall bear freight outward and transit Insurance and that -----(LOANEE FIRM) shall not be responsible for any loss. Shortage, Pilferage spoilage or damage after the goods has left the premises of -----(LOANEE FIRM)
8. That -----(LONEE FIRM) shall make full payment of job charges. At mutually agreed time. By Demand Draft/ Cheque payable at in favour M/s -----(LOANEE FIRM)

The Health Master

9. That -----(LONEE FIRM) will also bear the Following expenses.

“Fees and expenses in respect of obtaining Pharmaceuticals loan license, product permission, free sale Certificate, Dossier, etc . From the licensing Authority.”

10. That -----(LONEE FIRM) shall be slowly responsible in respect of the trademarks adopted by -----(LONEE FIRM) . On “the goods” including any Infringement under the Trademark and Merchandise Act, Copy Right Act, Pharmaceutical Act or any other laws.

11. That if any term or provision of the Agreement Shall be held to be invalid illegal or underforsable in whole or in a part. The validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. That the agreement shall remain in force a period up to and shall be automatically renewed for further periods of five years each time on same terms and conditions unless the agreement is terminated in terms of this agreement or with mutual consent.

13. That either party may terminate this agreement by serving upon the other party three months’ notice in writing and the parties shall settle their account within one month of the termination And upon termination of this agreement -----(LOANEE FIRM) shall sunder to -----(LONEE FIRM). For destruction all Labels, cartons, bottles, dies, punches and other material (printed materials) bearing the name of -----(LONEE FIRM). In any form.

That this agreement shall be subject to jurisdiction in the Courts at Sonipat Only.

The Witness where for the parties hereto have signed at Sonipat this Agreement on the day and date as Above:

The Health Master

Signed by with Name:

------(LOANEE FIRM)

AUTH. SIGN....

Signed with Name:

------(LONEE FIRM)

AUTH. SIGN.....

Witness-1

Signature-

Name-

Father's Name

Address-

Witness-2

Signature-

Name-

Father's Name-

Address-