

FORM RDRM C
PROPOSAL FOR APPROVAL FOR TAKING UP CONSULTANCY

Please refer to Statues SA38 for more details

1. TITLE OF PROPOSED PROJECT: Phase Identification and Crystal Structure Analysis of a Pharmaceutical Compound
2. Principal Consultant
 - a. Name: Dr. Digamber G. Porob
 - b. Designation: Associate Professor
 - c. Department: School of Chemical Sciences
3. CLIENT:
 - a. Firm: Lupin Limited
 - b. Address for Communication: 3rd Floor Kalpataru Inspire, Off Western Express Highway, Santacruz (East), Mumbai 400055
 - c. Contact person in the Organization: Dr. Yogesh Satpute
4. Names, Designation and Department of the staff members involved in this consultancy (including students):
None
5. Name and Address of Outside Expert (if any) involved in the Consultancy: None
6. Whether the Consultancy shall make use of any University facilities such as equipment or laboratory: None
7. Time Schedule
 - a. Duration (Weeks, months or years): 3 months
 - b. Starting Date: 25th April 2022 or from the day this agreement is signed, whichever is latest.
8. Estimate of Charges
 - a. Honoraria to consultant(s), staff of laboratory and others.
Consultant Share: Rs. 1,38,000/-
Other members Share: NIL
University Share (as per SA38.2.vii): NIL
 - b. Cost of materials used in carrying out consultancy: NIL
 - c. Computer charges: NIL
 - d. Charges for use of laboratory equipment and instruments: NIL

- e. T.A./D.A. for visits to sites: NIL
- f. Administrative/overhead charges to be paid to the University (@8%): Rs 12,000/-
- g. Miscellaneous: NIL

9. Give a brief description of the work to be done that includes scope of the work, Receivables from the client and Deliverables to the client. (As annexure I)

Declaration by Consultant(s)

- A. I/we shall ensure that the proposed consultancy project does not affect my/our regular academic, research and related activities and other duties which are assigned to me/us by the University.
 - B. Number of Consultancies at present with me/each one of us do not exceed four in number.
 - C. This is to certify that there is no close relationship between me/us and the client funding the consultancy project, or any vendor to whom payments are to be made from the consultancy project funds, or any such issue leading to conflict of interests.
 - D. We have agreed to share the Honorarium as per following distribution.
- | | |
|------|----------------|
| Name | Proposed share |
|------|----------------|
- E. I/we undertake to abide by all the provisions of Stature SA-38 in connection with the Consultancy project proposed herewith.

[Handwritten Signature]
25/04/2022

Signatures of Consultants'

(separate forms may be submitted if the consultants are from different department)

Declaration by Head of the Department

- A. For the present consultancy the CLIENT Lupin Limited has requested the services of Dr. Digamber G. Porob (letter may be placed for records) and this faculty member may be permitted to take up the consultancy work.
- B. Based on the expertise available in the Department, following member(s) of the Department have been assigned the present consultancy work.NA.....

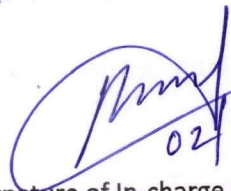
[Handwritten Signature]
25/04/2022

Signature of the Head of the Department

**Dean
School of Chemical Sciences
GOA UNIVERSITY**

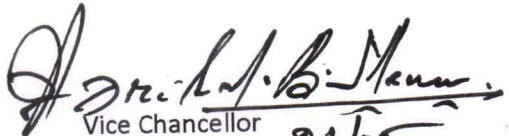
The present consultancy project has been registered in RDRM and the reference number is

GU/D-RDRM/consult/Lupin/DGP/SCS/81/2021-22


02/05/2022

Signature of In-charge RDRM


Approved/Not Approved


Vice Chancellor
02/05

GOA UNIVERSITY

SCHOOL OF CHEMICAL SCIENCES

Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) entered between

Lupin Limited, 3rd Floor Kalpataru Inspire, Off Western Express Highway, Santacruz (East), Mumbai 400055 (hereinafter called the **Client**)

and

Goa University, Taleigao Plateau, Goa 403 206 (hereinafter called the **University**).

WHEREAS, the Client has requested the University to act as consultant through Dr. Digamber G. Porob, School of Chemical Sciences of the University under certain terms & conditions. Now the parties hereby agree to as follows:

A. Dr. Digamber G. Porob, Associate Professor, School of Chemical Sciences, Goa University shall be the consultant of the Client in respect of the matters covered by this MoU.

B. The consultancy shall be of the nature of General Technical Consultancy and in the name of the University

C. This MoU is in addition to the Standard Terms & Conditions of the University for undertaking consultancy projects





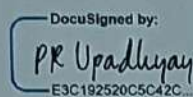
12. Arbitration:

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation. If such resolution is not possible then the unresolved dispute or difference shall be referred to an outsider to be nominated by the Vice-chancellor of the University for a reasoned Award. The Award of the arbitrator shall be binding on the parties to the dispute.

13. This MOU is subject to the provisions of the Consultancy Agreement between Lupin and Dr. Digamber G. Porob, and in case of any inconsistency or conflict between the provisions of the Consultancy Agreement and the provisions stated in this MOU, the Consultancy Agreement shall prevail, only to the extent of resolving such inconsistency.

The parties set their hand on 5th day of May 2022.

For & on behalf of the Client

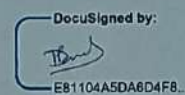
DocuSigned by:

E3C192520C5C42C...

Dr. PR Upadhyay

Sr. VP – Analytical

5/10/2022 | 9:47 AM EDT

For & on behalf of the University

DocuSigned by:

EB1104A5DA6D4F8...

(Dr. Digamber G. Porob)

5/11/2022 | 4:46 PM IST

DS


Approved by
Lupin Legal





LUPIN LIMITED

SERVICE ORDER

CORP. Off. : 4th Floor, Laxmi Towers, Bandra Kurla Complex, Bandra (East)
Mumbai 400051. Phone: (+91-22) 66402222.

For any Queries
Name : Suresh Bellana
Email Id : sureshbellana@lupin.com

SO Number	: 3100265460	Quotation No	:
SO Date	: 07.12.2022	Quotation Date	:

Vendor & Invoicing Party :
To,
THE REGISTRAR GOA UNIVERSITY (420519)
Attention :
GOA university
Goa - 403206 Goa , India

GSTIN :

Please deliver the service(s) ordered/as enclosed annexure(s) subject to the instructions mentioned below as well as terms and conditions attached herewith

Sr. No.	Service activity code / SAC Code	Service Description	Quantity	Unit Rate	Discount	SGST / UGST Rate	CGST Rate	IGST Rate	Net Amount (INR)
10	998719	Phase Identification and Crystal Structu	1.000 AU	150000.00					150,000.00
Delivery Date : 06.01.2023									
Service Line Item Details :									
10-10		Phase Identification and Crystal Structu	1.000 EA	150000.00					150000.00

Bill to & Service Delivery Address : Lupin Limited, Pune R&D, 46A/47A, Nande Village, Mulshi Taluka, Pune 412115 Maharashtra, India GSTIN: 27AAACL1069K1ZF	SUB TOTAL (INR) Basic Value : 150,000.00 Packaging & Forwarding : 0.00 Insurance : 0.00 Freight : 0.00 Others : 0.00 IGST : 0.00 CGST : 0.00 SGST / UGST : 0.00 RCM : 0.00 GRAND TOTAL 150,000.00
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Amount (in words) : INR One Lac Fifty Thousand Only

Delivery Terms : DAP PUNE
Payment Terms : 45 days credit

Header Instructions : Phase Identification and Crystal Structure Analysis.

Additional Instructions :

- Please post / courier Invoice(s) & associated documents to:
Lupin Limited # Central Invoice Processing Centre,
Empire Towers 11th Floor, South Block C & D,
Thane - Belapur Road, Airoli East,
Navi Mumbai - 400708.
Tel: +91 22 68652000
- Digitally Signed (not scanned signatures) invoices can be sent via email to "**dsip@lupin.com**".
Please send 1 invoice per email with <Lupin PO Number> and <your Invoice number> in the "Subject" line of the email.

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Regd. Off. : Kalpataru Inspire, 3rd Floor, Off Western Express Highway, Santacruz(East), Mumbai-400055, Maharashtra, INDIA.
Tel. : (91-22)6640 2323 CIN:L24100MH1983PLC029442, PAN NO. : AAACL1069K. Visit us on : www.lupin.com.



LUPIN LIMITED

SERVICE ORDER

CORP. Off. : 4th Floor, Laxmi Towers, Bandra Kurla Complex, Bandra (East)
Mumbai 400051. Phone: (+91-22) 66402222.

SO Number	: 3100265460	Quotation No	:
SO Date	: 07.12.2022	Quotation Date	:

3. If any of the information related to your vendor data registered with us - viz the contact details, email id or bank account details, etc - have changed-please log in to the online portal - <http://lupin.supplier.ariba.com/> and update the relevant data. If you need assistance, please connect with your purchase contact at Lupin.

Important note for suppliers Invoicing from India: Kindly ensure that the GST Compliant Invoice **must** have (i) GSTIN number(s) and PAN number(s) of both the supplier and the recipient Lupin (BILL-TO) Location, (ii) Lupin PO Number, (iii) Name of person who has availed the service(s), (iv) HSN code for all goods or Service Accounting Code(SAC) for all services (v) **If applicable**, please print / put a stamp "**Unregistered under GST**" or "**Exempt under GST**" or "**Under GST Composite Tax Scheme**" or "**Under GST Reverse Charge Scheme**" on the Invoice(s).

For enabling Lupin Limited to get timely GST credit, please ensure that details of all Invoice(s) generated during a month are submitted as GST return (GSTR-1) before 10th day of the following month. Lupin Limited reserves the right to recover unavailable GST credit amount & applicable penal interest (if any) from such delinquent suppliers.

Each shipment/delivery of goods made to Lupin Locations must be accompanied by a valid EWB as required by law

Every GST document issued (Tax Invoice, Credit Note, Debit Note, Bill of Supply, etc.) should be compliant in terms of the provisions contained in Chapter VI of the Central Goods and Services Tax Rules 2007. This includes provision of e-invoice wherever applicable.

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LUPIN LIMITED

GENERAL TERMS & CONDITIONS

DEFINITIONS

"Purchaser" means Lupin Limited, its successors and assigns;

"Seller" means the proprietor, firm or company to whom this Order is addressed;

"Services" means any and all services to be provided by the Seller or services and related goods to be provided by the Seller under this Order;

"Order" means this purchase order issued by Purchaser for the services, or services and related goods to be provided by the Seller in accordance with the specifications and scope of work.

OFFER

These terms and conditions, together with the Order, constitute an offer by Purchaser to purchase the Services from Seller pursuant to the terms and conditions described herein.

This Offer is not an acceptance or a confirmation of any previous offer or proposal from Seller, and this offer shall be deemed to be a rejection and a counter-offer put forth by the Purchaser with respect to any previous offer or proposal received from the Seller.

In the event there is a conflict in the terms and conditions of the Order and any additional valid agreement fully executed by both parties ("Definitive Agreement"), the terms of the Definitive Agreement will prevail over the terms and conditions stated in this Order.

The commercials set forth in the Order confirmed by the Seller either by way of Acceptance or by execution and performance of the Services shall be deemed final and binding on the Seller.

Payments pursuant to this Order shall by itself not constitute an acceptance of the Services, which shall be subject to adjustment for errors, overcharges, delays and or rectification of deficiencies in the Services, and which shall be performed by the Seller, without claim of any additional cost or expenses from the Purchaser.

ACCEPTANCE: The acceptance of the Order shall be communicated in writing within three (3) days of receipt of the same by the Seller. Failure to confirm receipt of the Order within three (3) day shall be deemed to have been accepted and binding upon the Seller. In the absence of a written acceptance, the performance of the Services and or delivery of the goods for the Services to be performed, by Seller shall also constitute a full acceptance by Seller of the Order.

DELIVERY: Time is the essence of the Order. Services will be performed within the timelines for the Services at the stated delivery location.

If Seller fails to perform the Services within the time specified in the Order, the Purchaser reserves the right to terminate the Order, or such part of the Order in respect of which there is a delay. Purchaser also reserves the right to purchase the Services from open market and charge Seller for any loss incurred thereby.

Seller shall be responsible to ensure that the Services conform to the specifications and scope of work and is performed in compliance with all applicable laws.

Purchaser may at any time change, modify or cancel all or any part of the Order or postpone delivery of any of the Services ordered, for a reasonable period of time for specified reasons.

INSPECTION: All Services shall be subject to inspection and acceptance by the Purchaser. Purchaser reserves the right to reject any non-conforming or defective Services. Defective Services shall be rectified and remedy at the cost of the Seller.

SELLER'S WARRANTIES: Seller expressly represents and warrants that: (i) the Services shall be provided in a competent, professional manner and in accordance with the highest standards and good industry practices; (ii) the Services, when delivered shall be free from all liens, security interests and encumbrances of any type; (iii) it has the necessary permits, licenses and consents, if any, required under applicable laws for performing the Services and shall be in full compliance with all such applicable laws, that may be applicable upon the Seller; (iv) shall conform to and perform in accordance with the specifications stipulated by Purchaser; and (v) the Services performed by it does not and shall not, at any time during the subsistence of this Agreement, infringe or violate or interfere with any patent, copyright, database right, design, trade secret, trademark and / or any intellectual property right and / or property right and / or any other rights available to or vested in any third party(ies);

PACKING: Seller shall ensure suitable, secure and transport-worthy packing of all goods, if any, pursuant to this Order.

TITLE: It is intended by and between the Parties that the title in the goods, if any shall pass to Purchaser at the stated delivery location.

PRICE: No Services are to be effected at price higher than that given in the Order and any change proposed to the Order is subject to confirmation in writing from the Purchaser and valid only upon the issuance of an amended Order.

TAXES: The Seller shall comply with all its obligations under applicable tax laws in force at the time, including all laws, rules and regulations under the Goods and Services Tax ("GST") regime ("GST Law"). In particular, the Seller shall pay its taxes and make all filings necessary under GST Law, including the GSTR-1 form, within the prescribed timelines.

The Seller shall defend, indemnify and hold the Purchaser harmless against all losses, claims and liabilities arising out of any failure by the Seller to meet its obligations under GST Law, including any failure or error that results in denial of any tax credit under GST law to the Purchaser.

The Seller shall fully co-operate with the Purchaser to respond to the relevant tax authorities' demands, and to resolve any mismatch of the Purchaser and the Seller's GST filings within the timelines prescribed under the GST Law.

For all Services rendered prior to the date on which GST comes into effect (the "GST Date"), all payments will be made in accordance with the Indirect taxes applicable prior to the GST date; and

For all Services rendered from and after the GST Date, payments will be made in accordance with the GST Law and all Indirect taxes applicable after the GST Date.

Any credits accruing on account of GST which were not available prior to the GST Date, needs to be passed on to the Purchaser. For Services currently being rendered as on the GST Date, adequate documentation shall be maintained by the Seller and made available to the Purchaser to ensure that Purchaser is able to claim any tax credits due to it.

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GENERAL TERMS & CONDITIONS

All invoices to be issued after the GST Date under a valid tax invoice as prescribed under GST law. In case of any Services being found deficient in quality as against the defined parameters, the Purchaser would inform the same to the Seller and the Seller would issue a credit note within seven (7) days of such intimation being made by the Purchaser.

CONFIDENTIALITY: The Seller agrees and acknowledges that for the purpose of the Order and or in the course of performance of the services under the Order, it may be provided with or shall have access to non-public, proprietary and confidential information belonging to Purchaser. Seller undertakes to secure and hold all such information, in strict confidence. Seller shall limit its disclosure only to such of its employees, on a 'need to know' basis for the fulfilment of the purpose under the Order and shall be responsible and liable for breach of the obligation of maintaining confidentiality by it or its employees. Seller undertakes to promptly notify Purchaser, should it be required to disclose any information received from Purchaser to a third party pursuant to any mandatory requirements under law. The confidentiality obligations set forth herein shall not apply to any information, which is now or hereafter becomes generally known to the public through no act or fault of Seller. This obligation of maintaining confidentiality shall survive the expiration or termination of the Order.

PUBLICITY: Seller shall not make or publish any notice, advertisement, press release, or other communication with respect to the Order, its contents, or the Services without Purchaser's prior written consent. Seller shall not use Purchaser's name or logo in any of its advertising, client list, or sales promotional material.

INSURANCE: The Seller shall be solely responsible to obtain and maintain an adequate insurance policy for providing the Services pursuant to this Order, including but not limited to ensuring that an appropriate insurance cover is taken for all their personnel, staff and workers engaged to perform the Services. The Seller shall promptly provide a copy of the insurance certificate, if requested by the Purchaser.

INTELLECTUAL PROPERTY: all right, title and interest of whatever nature arising out of or related to the Services or the deliverables shall vest in, and be the sole and exclusive property of Purchaser, whether or not specifically recognized or perfected under the applicable law. It is expressly agreed upon between Purchaser and Seller that the Services and deliverables shall be deemed "works for hire" to be owned by Purchaser. Purchaser will own all intellectual property rights in any copies, translations, modifications, adaptations or derivatives of any Services or deliverables, including any improvements or developments made accordingly.

INDEMNIFICATION: Seller agrees to indemnify and hold Purchaser and its directors, employees and officers harmless from and against any and all liabilities, costs, losses, damages, penalties or expenses, including reasonable attorneys' fees, incurred or suffered by Purchaser as a result of or in connection with Seller's (i) breach of any of its obligations, representations or warranties; (ii) any claim, action or allegation that any of the Services infringes any intellectual property rights by any third party; (iii) death or injury to any person or property; (iv) negligence, willful misconduct or any acts of omissions on the part of Seller or its employees or sub-contractors (v) Any tax or duty that is assessed against or levied on Purchaser by any governmental authority in relation to the Services delivered by Seller.

Notwithstanding what is stated herein, Purchaser shall be entitled to claim and obtain all remedies available under law in respect of breach of any of the terms and conditions of this Order by the Seller.

FORCE MAJEURE: Neither Party will be liable for non-performance of the Order if the non-performance is due to any unforeseen events or natural calamities, strikes, lock-out, war or any other accident of whatsoever nature, beyond their reasonable control.

NON-ASSIGNMENT: Seller shall not assign, sub-contract or novate any of its rights in the Order without prior written consent of Purchaser. In the event of any such assignment, Seller shall not be relieved of its obligations hereunder and shall remain primarily liable after such assignment or novation.

CHANGE OF CONTROL: Seller shall provide a written notice to Purchaser for any change in its ownership or control. Any such change in ownership or control of Seller shall not prejudice Seller's obligations under the Order. In the event Purchaser does not consent to such change; Purchaser shall be entitled to terminate the Order with immediate effect.

SEVERABILITY: At the option of Purchaser, any finding that a part of the Order is invalid or unenforceable shall not affect the validity of any other part hereof. The various provisions of the Order are severable and if any provision is found by the Parties hereto or is held to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any of the other provisions set forth herein.

WAIVER: Purchaser's failure to enforce at any time any provision of the Order shall not be construed as a waiver of such provision or of any rights thereafter to enforce such provision. Any waiver by Purchaser of any of the terms and conditions of the Order must be in writing and signed by an authorized representative of Purchaser.

CANCELLATION/TERMINATION: Purchaser reserves the right to cancel this Order at any point of time. Purchaser also reserves the right to terminate this Order for the following reasons: for cause or for insolvency with thirty (30) days written notice. In the event of termination, Purchaser shall have no further obligations to Seller except to pay for Services that provided and accepted by Purchaser prior to such termination. Upon termination, Seller shall provide any transition assistance that may be reasonably requested by Purchaser.

GOVERNING LAW AND JURISDICTION: The Order shall be governed by, and construed in accordance with, the laws of India. Any dispute arising out the Order shall be subject to the exclusive jurisdiction of courts in Mumbai only.

MISCELLANEOUS: (Applicable for Sellers providing Services and goods from India):

1. All Documents like Delivery Challan /Transportation document (e-way bill / LR / RR) etc. must carry Lupin PO reference Number.
2. All deliveries must have a clear Packing List and Quality Certificate (or equivalent document) certifying the quality of the product meeting Lupin's requirement & carries Vendor batch number / identification found on package(s).

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Tel. : (91-22)6640 2323 CIN:L24100MH1983PLC029442, PAN NO. : AAACL1069K. Visit us on : www.lupin.com.



LUPIN LIMITED

Registered Office :

Kalpataru Inspire, 3rd Floor, Off Western Express Highway, Santacruz (E),
Mumbai 400055 India



PAYMENT ADVICE

To,

Beneficiary Name : THE REGISTRAR GOA UNIVERSITY

Date : 10 Feb,2023

Vendor Code : 0000420519

Beneficiary Address GOA university Goa 403206

Filing No : HOASPATIL

L0012022

Processed by:

Beneficiary Email: digamber@unigoa.ac.in

Dear Sir / Madam,

We are pleased to update that the following payment has been made to you as per the details given below:

UTR No	CITIN23319631016
Payment Document No	0022256440
Payment Amount	135,000.00
Beneficiary Account Details	****3609

Beneficiary Bank IFSC Code STATE BANK OF INDIA, GOA UNIVERSITY

Lupin PO Ref.	Your Document No.	DATE	NET AMOUNT (INR)	TDS / DED (INR)	GROSS AMOUNT (INR)
3100265460	3100265460	09022023	150000.00	0.00	150000.00
22256440	49052	10022023	135000.00	15000.00	150000.00

end of report

To update your organisation and/or banking details registered with us please log on to <http://lupin.supplier.ariba.com/>

LUPIN LIMITED, Central Invoice Processing Centre,

Empire Towers 11th Floor, South Block, Thane - Belapur Road, Airoli East, Navi Mumbai - 400 708 India