

## INDIA NON JUDICIAL

# Government of National Capital Territory of Delhi

## e-Stamp

## सत्यमेव जयते

Certificate No.

Certificate Issued Date

Account Reference Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL59136463886322R

23-Sep-2019 02:39 PM

IMPACC (IV)/ dl893603/ DELHI/ DL-DLH

SUBIN-DLDL89360325833895282706R

DCM SHRIRAM LIMITED

Article Others

Not Applicable

(Zero)

DCM SHRIRAM LIMITED

Not Applicable

DCM SHRIRAM LIMITED

100

(One Hundred only)



.Please write or type below this line.....

#### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MoU) is signed on this 27<sup>th</sup> day of September, 2019.

## **BETWEEN**

The Indian Institute of Sugarcane Research, Lucknow, a constituent unit of the Indian Council of Agricultural Research (ICAR), Krishi Bhawan, 1, Rajendra Prasad Road, New Delhi-110001 (A society under the societies registration Act, 1860) hereinafter referred to

#### Statutory Alert:

- 1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

  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.

Delhi-110001 (A society under the societies registration Act,1860) hereinafter referred to as "IISR" through its Director or by authorized representative as the First part on one part

#### AND

**DCM Shriram Limited**, a company registered and existing under the Companies Act,1956 (herein after referred to as the party of "Second Part", "DCM SHRIRAM") having its registered office at World Mark 1, 2<sup>nd</sup> Floor (West Wing), Aerocity, New Delhi-110037, India; through Mr Roshan Lal Tamak Executive Director & CEO- Sugar and authorized signatory of the "Second Part", "DCM SHRIRAM" is a diversified business conglomeration with interests in field of agribusiness, fertilizer, sugar, energy, chemicals and value-added services like hybrid seeds and rural retail.

#### Article 1.Preamble

The **Indian Institute of Sugarcane Research (IISR), Lucknow** was established in 1952 by the erstwhile Indian Central Sugarcane Committee for conducting research on fundamental and applied aspects of sugarcane culture as well as to co-ordinate the research work done on this crop in different states of the country. On 1<sup>st</sup> April, 1969, it came under the ambit of the Indian Council of Agricultural Research (ICAR), New Delhi. The Institute is mandated to carry out research in diverse areas of sugarcane cultivation etc. and to promote the adoption of its established and reliable technologies for the benefit of the farmers and other stakeholders.

#### AND

DCM SHRIRAM has its sugar factories in four locations namely DCM Shriram Limited Sugar-Unit: Ajbapur, Distt.- Lakhimpur Kheri, DCM Shriram Limited, Sugar Unit: Rupapur, DCM Shriram Limited, Sugar Unit: Hariawan & DCM Shriram Limited, Sugar Unit: Loni all in Distt. Hardoi in Central Uttar Pradesh. The "Second Part", as a part of its business philosophy and with a view to get better quality, higher recovery and yield of sugarcane, is interested in helping the rural sugarcane farmers, improve their lives through higher yield & better quality of sugarcane production. DCM SHRIRAM believes that sugarcane growers can benefit through higher productivity of sugarcane by using standard and good quality of seed, recommended agronomic practices, soil health improvement and plant protection measures which will ultimately also be the benefit of its sugar factories.

#### **AND WHEREAS**

**IISR** at the request of **DCM SHRIRAM** has agreed to provide research support for analysing impact of various good agricultural practices on water efficiency and soil moisture improvement to **DCM SHRIRAM** for the four plants in Uttar Pradesh.

#### **Article 2. Scope of Agreement**

#### 2.1 Obligations for IISR

- (a) IISR shall provide to DCM SHRIRAM seed cane of new varieties: IISR shall provide cane seed of new promising high sugared and high yielding varieties recommended for the zone on the basis of availability in the Institute.
- (b) IISR shall provide farm mechanization support to DCM SHRIRAM: IISR will help in training of operation of new machinery to the farmers of DCM SHRIRAM sugar mill command area.
- (c) IISR will grants to DCM SHRIRAM a non-exclusive research support in analysing and determining best practices for water efficiency and soil moisture in their sugar mills command area. The said support will include and limited to:
  - i. Technical support in setting up demonstration and trial plots
  - ii. Guidelines to give recommendation on irrigation schedule *vis-a-vis* various practices.
  - iii. Analyse data from trial plots on water efficiency and soil moisture implemented by DCM SHRIRAM.
  - iv. Monitoring of all the above said activities on requests of DCM SHRIRAM, for eliminating error and providing technical advice, at DCM SHRIRAM's cost.
  - v. Guidance on Climate Smart Agriculture in Sugarcane Crop.
  - vi Guidance on development of Smart farm with the help of (AI), Artificial Intelligence.
  - vii. One farm at Sugar Unit: Ajbapur to be developed on the concept of Zero Budget

#### 2.2 Obligations for DCM SHRIRAM

- (a) DCM SHRIRAM shall provide complete demonstration plots.
- **(b) DCM SHRIRAM** shall not use the report of IISR for any other activity without appropriate permission of IISR.
- (c) The cost of field travel, time of faculty and other equipment charges will be borne by **DCM SHRIRAM**.

#### Article 3. Grant for the research

**3.1** In consideration of the payment as provide for in article 6, the research support is hereby granted to **DCM SHRIRAM** for utilization of its extension services and its own communication.

#### Article 4. Condition of training and technology

4.1 DCM SHRIRAM shall use the said research for analysing various practices *visa-vis* water efficiency in trial plots for their own use in their sugar mills command area.

4.2 DCM SHRIRAM shall not change the scope and shall not go for research findings in country/territory.

### Article 5. Financial arrangements

**5.1** As consideration for the MoU signed, the **DCM SHRIRAM** shall pay to IISR fee of Rs 7.5 Lacs (Rupees Seven Lakh and Fifty Thousands Only) in lump sum for period of five years. The amount will be paid in favour of ICAR Unit IISR, Lucknow payable at Lucknow through demand draft. The entire amount will be paid in advance.

### Article 6. Assistance

- 6.1 At IISR premises IISR shall provide research support to DCM SHRIRAM at its cost as ongoing basis for the one complete crop year. Institute will provide boarding and lodging facilities on the basis of availability to researchers during their field visits in their Guest house on payment basis.
- **6.2** IISR, upon request, shall provide technical advice, at DCM SHRIRAM's Cost. IISR shall also, upon request of DCM SHRIRAM, send IISR's Scientists to visit DCM SHRIRAM's site, at DCM SHRIRAM's cost.
- 6.3 Every monitoring visit by IISR's scientist(s)/researchers to the sugar mill command area for monitoring of trials and other activities agreed upon will be at DCM SHRIRAM's cost (the consultancy fee per day of visit will be Rs.10000/- (Rupees ten thousand only), Rs 5000/- (Rs five thousand only) and Rs 2500/- (Rupees two thousand five hundred only) for Director, scientists and Technical/research fellows, respectively. This is apart from the transport/travel and other necessary facilities including boarding and lodging required for the visit.

#### **Article 7. General provisions**

- 7.1 This agreement shall be the sole repository of the terms and conditions agreed to herein by and between the IISR and DCM SHRIRAM.
- 7.2 IP generated, if any, during the work as envisaged under this MoU shall be retained by the IISR.

## Article 8. Force majeure

8.1 Neither party shall be held responsible for non – fulfilment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of god, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotion etc., provide on the occurrence and cessation continue beyond 6 months, the parties shall jointly decide about the future course of action.

#### Article 9. Terms and termination of agreement

- 9.1 This MOU Commences on the Effective Date and continues till 26<sup>th</sup> September, 2024. This agreement may be terminated by either of parties forthwith if the other party commits breach of any of the terms hereof and shall have to rectify such breach within 60 days of the notice on this behalf having been served on it by the other party. Not with standing anything to the contrary contained herein, any termination of this MoU shall not affect the rights and obligations that accrue to a party in accordance with this MoU. However, if the MoU is terminated by the first party due to non fulfilment of its obligations under the MoU in that case the first party shall refund the proportionate amount of the total amount for the remaining period of time.
  - 9.2 The parties may renew/terminate this MoU by mutual agreement.
  - 9.3 In addition to the reasons for termination as set forth above, this agreement may be terminated forthwith if either of the parties voluntarily or involuntarily enters into composition, bankruptcy or similar reorganization proceedings or if applications invoking such proceedings have been filed.
  - 9.4 In event of termination of this MoU a party shall within 30 (thirty) days provide to the other the full account of payment if any due to the other and make payment in accordance with the accounts within a period thereafter of 30 (thirty) days.

### Article 10. Amendment to the MOU

10.1 The obligation of IISR and DCM SHRIRAM have been outlined in this MOU. However, during the operation of the MOU, circumstances may arise which call for alteration or modifications of this MOU. These modifications/alterations will be mutually discussed and agreed upon in writing.

## Article11. Dispute / Arbitration

11.1 In the events of any dispute or difference between the parties in connection with this agreement such dispute or differences shall be referred to the arbitrators appointed by each of the parties and further in case of disagreement between the arbitrators, each Party shall appoint one arbitrator and the third arbitrator shall be appointed by the two arbitrators. The award of the Arbitrator's shall be final and binding on both the parties. Arbitration proceedings shall be governed by the provisions of Indian arbitration & conciliation act, 1996 & other existing law in India. The venue of such arbitration proceedings will be at Lucknow. The expenses of the arbitration shall be borne equally by the parties

IN WITNESS WHEREOF IISR and DCM SHRIRAM LIMITED, have executed these presents the day and year first above written in counterparts.

Signed By For and behalf of **IISR** 

Name: A.D Pathak Director, IISR Lucknow

(Dr. A.D. Pathak)

Seal Director
ICAR-Indian Institute of Sugarcane Research
Lucknow-226 002

Witnesses (Name & Address)

1. (Dr. L. S. Gangwar)

J.c. PME cest

2.

Place: New De

Date:

22/69/19

Signed by For and behalf of **DCM Shriram Ltd.** 

Name: Røshan Lal Tamak

Designation: Executive Director & CEO-

Sugar

Seal

The Man