

M.O.U.

This Memorandum of Understanding By And Between The Following Parties
Mentioned Hereinafter On This Day 27-09-2017

BY AND BETWEEN:

1. **M/s RAMDEV INTERNATIONAL** A registered Company having its
Admin. Office at, **Plot No.3-4 Naya Kheda Ambabari Jaipur- 302039 Raj.**
India, (Includes its associate concerns)

Hereinafter referred to as the “First Party” or “The company”

2. **M/s jai siya ram selection :proprietor-prabhu dayal sainison of ganpatram
saini.address :ramkaran palaza near govt hospital srimadopur** herein after
referred to as the “Second Party” or “ The franchisee”.

The first party and second party shall be individually referred to as the “ Party”
And Collectively as the “ Parties”

(Here the term “ the Parties” Shall mean and include their Respective heirs,
executors, administrators, nominees and assignees etc.)

WHERE AS:

A. The first party is the registered owner/user of the trademark “Protonze” (Store name Protonze) (here in after referred to as the “Trade mark”); and in the business of manufacturing, marketing & retailing of readymade garments & other allied items under the above brand names.

B. The second party is interested to administrate Exclusive brand outlet(EBO) located **ramkaran palaza near govt hospital srimadophur**

C. Both parties here to want to enter in MOU to operate/ administrate the company owned store in the name Protonze in Accordance with the terms & conditions set forth herein.

NOW THEREFORE RIGHTS AND IT IS AGREED as follows :

Article 1 – Obligations of the first Party :

1. The terms of this M.O.U. shall commence from 01/03/2018 and shall continue for a period of 3 (Three) years, unless terminated in accordance of the provisions of this M.O.U.

2. The first party agrees to give a fix amount of 40 % of sales after 20% customer discount calculated on **Monthly** basis in lieu operate/ administrate the exclusive outlet of the first party, subject to the conditions provided hereafter in this M.O.U. for sale of goods / products of the brand “**Protonze**” or **any other Brand** of the company incurred at the above said premises.

3. The first party will pay for fixed expenses or commission amount on or before Last Date of every month, subject of receipt of total sales proceeds amount and credit cards sales settlement amounts (which second party sending on daily basis), which must be tallied with total sale of the month and all credit cards settlements slips of the said month to the first party.

4. The first party shall supply its products on consignment basis to the second party from time to time based on sales forecast made jointly by the second party and the company’s representatives, subject to the availability of stocks with the company.

5. Goods on consignment would remain the property of the first party at all the times and will have the lien and full rights to transfer it. Any where, as and when required without any interference of the second party.

6. The first party agrees, that upon cancelling of this agreement, to refund the amount of security deposit after deducting all dues and outstanding of second party.

7. All the expenses relating to store operations as :

(i) Store monthly rent

- (ii) Staff salary
- (iii) Electricity, water, maintenance, tea and telephone etc.
- (iv) Alternation Charges
- (v) Advertisement and branding charges.
- (vi) POS Machine.
- (vii) Stationary, carry bags and Other Operational expenses etc.

Will be borne by the second party .

8. First party will cut 20% of security deposit and cost of branding and software if second party choose to withdraw within two years, from security deposit.

Article 2 – Obligations of the Second Party :

1. The second party will have to pay a security deposit (refundable but without interest) of **Rs 500000/-** in words **Rs. Five Lakh only. (Cheque no. “219444” for Rs. 400,000 Dtaed- 026/02/2018; Cheque no. “219445” For Rs. 1,00,000 Dated- 10/03/2018**

2. The second party agrees that they will deposit daily sales proceeds from 1st to 30th of every month.

3. The second party shall always abide by the rules framed for business hours, business days, style of displays, human resources, Information flow etc. .

4. The second party shall sell goods supplied by the first party only. The second party shall not display or sell or advertise any goods other than supplies by first party directly or through associate concerns on said premises.

5. The cost of any discount offered by the second party without the written consent of the first party will have to be borne by the second party.

6. The second party shall submit to the first party, the reports related to daily sales, periodical sales report, stock reports customer report & other market related data as & when required through our provided software or e-mail.

7. The second party should not deal with any other brands except those from the first party in the said premises.

8. Returns from the customers should be accepted by the second party only for genuine manufacturing defects as specified by the first party. In case of any doubtful case, the Q/C department of the first party shall take the final decision.

9. The auditors and representatives of the company shall have access at all times to the above premises to verify and supervise the display and sales practices at the retail store to inspect/ verify the physical stock and the records maintained by the second party. If any discrepancies are found in the physical stock, the same shall

be paid by the second party immediately at the maximum retail prices of the goods found missing, if the second party immediately at the maximum retail prices of the goods found missing, if the second party immediately at the maximum retail prices of the goods found missing, if the second party does not pay this amount within seven days, the company is entitled to adjust the said amount against within seven days, the company is entitled to adjust the said amount against the amounts payable &/ or security deposit of the second party.

10. The second party shall be responsible for any loss or damage to the goods received by party. Any loss or damage or defalcation of the goods during the storage in the store due to any reason whatsoever, will be totally to the account of the second party and they will compensate the first party for the same.

11. The second party shall not have or claim any right, title. Interest, claims or demand in the goods entrusted to them and they shall not have any lien or any other claim, whatsoever, in or upon the goods sent by the first party.

12. The second party shall ensure the proper and safe custody of the stock / goods to the first party.

13. The second party has agreed and responsible to refill the stock from company's warehouse by their own source.

14. Any penalty or late fees due to negligence of second party while paying store's monthly or fixed expenses and levy of late settlement of cards sale will be borne by second party.

15. On closing of store second party has to return all company asset like stock, company software, branding etc to company premises at their cost, and then claim for security refund.

Article 3 – Transaction

a) The second party shall send the statement of sales & stock on daily basis as per the company format.

b) The second party shall deposit ***Total sale amount*** on 1th Date of every month basis in the first party bank account but under any circumstances the total amount has to be deposited by the second party in the account of first party not later than three consecutive days; failing which an interest @ **24% P.A.** and penalty of **Rs 200/-** per day shall be charged.

c) At any point of time the first party will have complete rights over the amount collected by the sale incurred at the above referred premises.

Article 4 – Duration of the M.O.U. and jurisdiction

- a) Both parties hereby acknowledge and agree that, duration of this M.O.U. is for 3 (Three) Year from the date **01/03/2018 to 01/03/2021** & renewable at the end of the term as per mutual consent. At the end of the term both the parties will mutually talk for renewal. In case any of the party does not agree for renewal the second party will return the goods and promotional material & here by collect the security deposit after deduction of outstanding. If Any.
- b) **Both parties** reserve the right to terminate the M.O.U. before tenure after giving one month notice to each other if anyone party does not act as per term agreed in this M.O.U.
- b) Both parties hereby agree that this M.O.U. is **Subject to Jurisdiction of JAIPUR courts only.**
- c) Any dispute arising from or in connection with this M.O.U. shall be settled by the amicable efforts from the parties to the disputes or / otherwise, it may referred to arbitration. In case of Arbitration, it shall be referred to the arbitration of two Arbitration in Jaipur, One Arbitration Each chosen by each party to the dispute or difference under Arbitration an Conciliation Act, 1996 the competent court in Jaipur alone shall hereby shall have jurisdiction in respect of all matters a rised out of this M.O.U.

ENTIRE AGREEMENT / MOU :

This M.O.U. contains the entire agreement and understanding between the parties with respect to the subject matter hereof, supersedes all previous agreement and understanding between the parties with respect thereto, and nit be modified except by an instrument in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHERE OF the parties have executed this MOU On the date 27/09/2017

For and on behalf of Ramdev International

1.Rachit Agarwal
M/s Ramdev International
By

2.sri ram selection

Witness

- 1.
- 2.