

## **AGREEMENT**

This agreement is being executed on this the \_\_\_\_\_ day of September, 2019

BETWEEN

M/s Pharma Science The Indian Ayurveda, being a proprietorship concern acting through Shri Nitin Singh Kachhwaha S/o Shri Suryabhan Singh Kachhwaha aged about 32 years having office at 5/11, Second Floor, Amer Complex, Zone II, M.P. Nagar Bhopal (hereinafter referred to as the Manufacturer/Company)

AND

\_\_\_\_\_ aged \_\_\_\_\_ and resident of \_\_\_\_\_ {hereinafter referred to as the franchisee}

WHEREAS the manufacturer is a firm engaged in the manufacture of various ayurvedic medicines

AND WHEREAS, the manufacturer has agreed to authorize the franchise subject to the terms and conditions enumerated hereinafter

THIS AGREEMENT THEREFORE WITNESSETH AS UNDER:-

### **1. DEFINITION CLAUSE:**

- 1.1 'Manufacturer' here means the first party who is engaged in manufacturing of various Ayurvedic medicines and is the person or a company or a firm whose authorization is necessary before selling or providing treatment from any of his Ayurvedic medicines.
- 1.2 'Franchisee' means a person or an agency or a company authorized by the manufacturer to purchase and sale products.
- 1.3 'Advertisement' here means any publication by any means or any advertising by any media or by any mode or means.

## 2. **APPOINTMENT NORMS**

- 2.1 The Franchisee, duly appointed as per the terms of the present agreement. This authorization is being given for next 5 years on condition of yearly renewal. The manufacturer, subject to payment of renewal cost by the Franchisee, would at its discretion renew the authorization on annual basis.
- 2.2 The cost of authorization being the agreement cost is Rs. 1,00,000/-. The Franchisee is paying this amount to the manufacturer for being authorized to use the medicine for the specified area and the specified period. The renewal cost will be 10% of the agreement cost to meet out the service & maintenance costs.
- 2.3 The manufacturer would supply customized product the price of the same being equivalent to the agreement cost to the franchisee. This agreement cost is non-refundable. If, the franchisee requires more products, then the price for the same would be payable by him to the manufacturer. However manufacturer would have the right to increase/reduce the price of the same from time to time and the franchisee will not have any right to challenge the same.
- 2.4 That, generally the price of the medicine will be increased 10% annually but if the value of raw material of the production is increased in that case the price of the Medicine may be increased based on the increase in price of raw material. The decision of the manufacturer in this regard shall be final.
- 2.5 That, all orders will be taken only on the basis of demand and supply rules, under which it would be compulsory for the franchisee to maintain patience if there is shortage of the product due to unavailability of raw material.
- 2.6 That, after receipt of the orders, the dispatch of the products would be the responsibility of the manufacturer and the manufacturer or the company will not be responsible for any type of delay in delivery caused due transport or courier service provider.

2.7 That in order to avoid the inconvenience caused by delays in the franchisee courier or transport, the franchisee would keep a little stock of all the necessary products in advance and shall make orders before expiry of the stock.

**3. TERRITORY:**

3.1 This authorization to the Franchisee to purchase and to use the medicine for treatment of piles patient is being given only for \_\_\_\_\_

**4. NO AGENCY**

4.1 Nothing herein shall be deemed to constitute manufacturer, on the one hand, or doctor/franchisee, on the other hand, as the agent or representative of the other, or as joint venturers or partners for any purpose. Neither manufacturer, on the one hand, nor franchisee, on the other hand, shall be responsible for the acts or omissions of the other.

4.2 Franchisee will have no authority to speak for, or to represent or obligate any person or company or anyone in any way without prior written authority from manufacturer.

**5. SPECIAL TERMS FOR DOCTORS/FRANCHISEE:-**

5.1 All orders of the product in the company will be done through the Franchisee and the product delivery address will also be of Franchisee.

**6. ADVERTISEMENT NORMS & GUIDELINES**

6.1 No advertising other than brochures, pamphlets, handouts, information booklet, banners, CD's, pen drives or videos or any other material either in an offline or online mode shall be done by the franchisee without prior permission of the manufacturer.

6.2 All advertisement done by the franchisee shall adhere to the respective governing laws and shall not be contrary to any legal provisions in existence.

6.3 Any advertisement done by the franchisee, if violates any legal provision shall make franchisee personally liable and manufacturer will not be vicariously or personally liable for any such publication or advertisement.

**7 TAXES & SHIPMENT:-**

Taxes (GST) and shipping charges (Transportation or courier) will be separate from the cost of Product and the same shall be payable by authorized Franchisee.

**8 TERMINATION CLAUSE**

The manufacturer/company will have a right to terminate the present agreement at any point of time without assigning any reason, whatsoever.

**9. ARBITRATION**

Any disputes, question, controversy or claim arising out of or in relation to this agreement shall be settled by Arbitration by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof. The sole arbitrator shall be appointed/nominated by the manufacturer/company and in the event of death, refusal, neglect, inability or incapability of the person so appointed the manufacturer/company may appoint a new Arbitrator and the Doctor/franchisee shall not take any objection in regard to the appointment of the Arbitrator. The Arbitrators award shall be final and binding. The venue of Arbitration shall be at Bhopal.

**10. NOTICE**

Any notice or other communications required or permitted to be given under this Agreement shall be sufficient if it is given orally and followed up within three business days in writing and if it is sent by registered mail, return receipt requested, to the Franchise or to the company at their addresses below or their last known address.

If to the Franchisee:

\_\_\_\_\_  
\_\_\_\_\_

If to Manufacturer/Company.....

\_\_\_\_\_  
\_\_\_\_\_

BHOPAL

## 11. **WAIVER / FORBEARANCE**

No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person against whom it is sought to be enforced. The failure of any party at any time to insist on strict' performance of any conditions, promise, agreement or understanding contained in this Agreement shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement or understanding at any future time

## 12. **FRANCHISEE INDEMNITY**

- 12.1 Franchisee agrees to indemnify the manufacturer for any loss or damage occurred to the manufacturer or to the company's goodwill due to their careless or reckless or negligent act.
- 12.2 Franchisee agrees to indemnify, defend, and hold harmless manufacturer or its company or agents, and representatives, from any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions based on allegations which, if true, would constitute a breach of any of the foregoing conditions or any other obligation of Franchisee indemnity under this Agreement, and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof.

**13. FORCE MAJEURE**

No Party to this Agreement shall be responsible to the other Party for nonperformance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of such Party.

**14 SEVERABILITY**

Each provision of this Agreement and other agreement, if any, shall be considered severable such that if any provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, the same shall not affect any other provision of this Agreement or any other Agreement. If any provision of this Agreement shall be declared to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions hereof or other agreements, which shall remain in full force and effect. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.

**15. SURVIVAL OF PROVISIONS**

The terms and provisions of this Agreement that by their nature and content are intended to survive termination/end shall so survive the completion and termination of this Agreement

**16. 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 situated at Bhopal only.

**17. HEADINGS**

The headings used in this Agreement are only for the sake of the convenience and they shall not be construed to define or express the intention of the parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this instrument on the day and year first above written in Bhopal, India.

**WITNESSES**

1. Signature :- \_\_\_\_\_ {MANUFACTURER}

Name :- \_\_\_\_\_

Father's Name :- \_\_\_\_\_

Age :- \_\_\_\_\_

Residence Add:- \_\_\_\_\_  
\_\_\_\_\_

2. Signature :- \_\_\_\_\_

{Franchisee}

Name :- \_\_\_\_\_

Father's Name :- \_\_\_\_\_

Age :- \_\_\_\_\_

Residence Add:- \_\_\_\_\_  
\_\_\_\_\_

