

AGREEMENT

This Agreement is made on this _____ day of _____ by and between:

M/s Sri Sai Pooja Samagri Pvt Ltd, represented by its Director Sri Mr.Bandaru Shiva Kumar, Son of Late Sri.Bandaru Rammallaiah and its registered office is # 7-1-379, 1st Floor, Monda Market, Behind Central Bank of India, Secunderabad, Telangana - 500003, Formerly it is a Proprietary Concern with a name and style of M/s Sri Sai Pooja Samagri, Represented by its Proprietor Sri Bandaru Shiva Kumar, Son of Late Sri.Bandaru Rammallaiah and whose address is # # 7-1-379, 1st Floor, Monda Market, Behind Central Bank of India, Secunderabad, Telangana – 500003. [herein after called the ‘First Party’ which expression shall include and mean unless excluded by or repugnant to the context by its heirs, successors, executors, administrators and assigns], on the one part

AND

**Mr. _____ S/o. Sri _____ trading as the
sole proprietor/Partner/Managing Director of M/s. _____, R/o.
_____ INDIA,pincode
_____,Age: _____years, Occupation: Business is [herein after called the ‘Second Party’ which expression shall include**

Page 1 of 9

For M/s.Sri Sai Pooja Samagri Pvt Ltd

Managing Director

and mean unless excluded by or repugnant to the context by his heirs, successors, executors, administrators and assigns], on the second part.

Whereas the second party has approached the first party after seeing advertisements in Bhakti TV a Telugu language Television channel and was interested to take the Branch of "SAI POOJA SAMAGRI" by paying a 10%(ten percent) non-refundable franchisee on an amount of _____/- (_____ thousand/lakhs Indian rupees only) to set up a Branch in _____, _____ State.

Whereas the First party has agreed to allocate a Franchisee of "SAI POOJA SAMAGRI" to the second Party.

The First Party and Second Party have entered into an Agreement dated _____ (_____ 201) a new Franchisee allocated to second party by first party at " _____ Colony" with shop address _____, India- _____.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows:

TERMS OF AGREEMENT:

The Agreement shall remain in force till any of the two parties as per this agreement terminate as per terms of this agreement.

1. Both Parties abide and agree that all communication done through email and register post will be considered legally authentic.
2. The First Party business communication Email ID(Electronic mail ID) will be sspfranchisee108@gmail.com and Second party business communication Email ID(Electronic mail ID) will be _____.
3. The Second Party shall take up the responsibility of managing, running of the Franchisee of "Sri Sai Pooja Samagri Pvt Ltd " by taking all necessary government licenses ,GST etc., to run the business as per the law of the land where Franchisee is established.
4. The Second Party is Responsible for the stock delivered by First Party to second Party shop premises after the delivery of Goods.

Page 2 of 9

For M/s.Sri Sai Pooja Samagri Pvt Ltd

Managing Director

- 5. The second party is responsible to keep soft copy of records of day to day sales records, including but not limited to receipts, invoice, delivery challan etc.**
- 6. The second Party shall do all the interiors of the Franchisee at its own cost as per the directions of First Party and shall not make any material alterations to the appearance of the showroom alterations to the fixtures, equipment or signs of the Franchisee without prior written approval by First Party if any needed.**
- 7. The Second Party shall not sell any damaged or deteriorated products. All damaged, deteriorated or "out of date" PRODUCTS shall be withdrawn from sale and removed from the SHOWROOM and sent back to First Party at the transport cost of first party every month or demolished as per First Party direction through email and Phone if found any. All reasonable complaints by customers shall be honoured by second Party like any damaged goods sold or manufacturing defect of goods sold to be replaced with a new defect free product after taking consent from First party on email as per this agreement terms. If customer demands return of money for the defect/damaged good given then second party takes a written consent from First Party through Email to return the money to Customer or can exchange for other product.**
- 8. The Second Party agrees that the First Party is the sole absolute owner of the Trade Names and Marks "Sri Sai Pooja Samagri Pvt Ltd" designs, logos, colour combinations and will inform the First Party, if any infringement or unauthorized use of intellectual properties has come to its notice.**
- 9. The Second Party shall sell the goods exclusively supplied by the First Party on the prices fixed by the First Party.**
- 10. The Second Party shall not be entitled to give warranty other than those printed on the products or provided by the First Party.**

- 11. The Second Party shall make all sales cash down. He is not entitled to make any credit sales, unless permission for such credit sales to some particular customers is obtained from the First Party in the form of an email from First Party.**
- 12. The Second Party shall work honestly and diligently in increasing the sales of the goods and shall not engage himself directly or indirectly in any other Pooja Products business without the written consent of the First Party through email or hard copy on paper.**
- 13. The Second Party shall not in any case assign or transfer the benefit of this agreement to any third party without the written consent of the First Party either through email or hard copy on paper.**
- 14. The Second Party shall cooperate and coordinate with the First Party or his authorized representative in the inspection of showroom, inventory, physical verification of stock, records, receipts, etc. for which intimation through email/fax and mobile call is given to second Party at least 7 days prior to inspection date by first Party.**
- 15. The second party shall transfer through NEFT /wire transfer/online or deposit cash to First Party bank account to get the stock on a regular basis as per requirement.**
- 16. The Second Party shall maintain statements of stock, sales, and receipts on daily basis in the business premises.**
- 17. If the Second Party want to exit this business then only the stock left over which is not damaged and unexpired will be accepted as stock return by First Party at the Purchase cost of the Item from First Party By Second Party.**

- 18. The Second Party shall not do any pooja products business in same shop for next 2 years after the end/termination/cancellation of this agreement without the written consent of the First Party either through email or hard copy on paper.**
- 19. The Second Party shall agree to take all necessary measures to safeguard the showroom and the stock under his possession to prevent any sort of loss or damage from the improper handling of the showroom and stock by the workers.**
- 20. The Second Party can claim the loss or damages done due to all sorts of accidents, criminal acts, agitation demolishes, fire accidents, theft, natural calamities, disasters, earth quakes, fire accidents inside the shop or shop premises where damages are done to the stock of goods or interiors through insurance claim of the shop as insured by Second Party.**
- 21. The Second Party shall pay the deposit amount of the rented shop premises to the concerned owner of the showroom premises. Due to termination of agreement in between first and second parties the shop deposit will be claimed or used for some other business by Second Party and First Party has no right to claim on the deposit amount for the Shop.**
- 22. As Second Party know the day to day business by looking at the daily/weekly sales as per software reports and can assess what products are moving fast and what products need to re-ordered and can order those goods to First party by paying the required amount as per terms of this Agreement and it takes minimum 15 days depending on the location of franchisee from Hyderabad.**
- 23. The Second Party shall complete the Interiors/Exteriors of the Branch of second party shop with all fixtures, furniture's ,lightings ,hoardings ,glow sign boards ,computer ,printer ,stationary ,software ,internet connection, security cameras, partitions of the shop, inverter ,scanner ,packing material ,barcode reader , colors of the shop**

broacher's , pamphlets for paper inserts in the neighborhood ,Branch Shop opening advertisements in local electronic media and press media.

- 24. This agreement does not in any way create a partnership, employer-employee or joint venture relationship between The First Party and The Second Party, and neither party has any right to bind the other. The parties expressly intent and agree that the Second Party is not an employee of The First Party. The Second Party understands and agrees that it shall not be entitled to any of the rights and privileges established for The First Party's employees (if any), including, but not limited to, the following retirement benefits, paid leaves, sick pay, overtime pay, or any of them.**
- 25. The First Party is the absolute owner of the trademarks and trade names of "Sri Sai Pooja Samagri". The Second Party recognizes The First Party's rights, title, and interest in intellectual property rights and agrees not to use any intellectual property right in any manner without prior written authorization of The First Party.**
- 26. Both the parties agree to submit any dispute arising between them to non-binding mediation before submitting dispute to arbitration and this will be deemed to be self-executing and continue in full force and effect subsequent to and notwithstanding the expiration, termination, setting aside, cancellation, rescission, unenforceability or otherwise of this Agreement (or any part of it) for any reason, and will survive and will govern any claim for rescission or otherwise.**
- 27. Both the Parties agrees that any action arising out of or relating to this Agreement otherwise as a result of the relationship between the First Party and the Second Party must be commenced in the court of Hyderabad jurisdiction, and both the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to jurisdiction or venue of such court and this will be deemed to be self-executing and continue in full force and effect subsequent to and notwithstanding the expiration, termination, setting aside, cancellation, rescission, unenforceability or otherwise of this Agreement (or any part of it) for any reason, and will survive and will govern any claim for rescission or otherwise.**

- 28. This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified or supplemented except by means of a written agreement signed by both The First Party and the Second Party. No other officers, representatives, or any other persons have the right or authority to sign on behalf of The First Party or The Second Party, to make written modifications to this Agreement, or to make any representations or agreements on behalf of the First Party or the Second Party, and any such modifications, representations and/or agreements shall not be binding on The First Party or The Second Party.**
- 29. Except as expressly provided otherwise, nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies on any person or legal entity not a party hereto.**
- 30. This Agreement, including the introduction, constitutes the entire agreement between The First Party and The Second Party and there are no other oral or written understandings or agreements between The First Party and The Second Party concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both The First Party and The Second Party.**
- 31. All written notices permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered on the date when hand delivered or two (2) days after placed in the Email or mail by register Post and addressed to the party to be notified as per this agreement mentioned registered address on Page number 1 (one).**
- 32. This Agreement will be executed in TWO copies, each of which will be deemed as an original copy, but all of which together shall constitute one and the same agreement.**

- 33. Both the Parties acknowledges and agrees that the talks prior to agreement and after this written agreement consider the terms and conditions, revenue share percentage details as confidential information and does hereby agree, that will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement will adopt and implement all reasonable procedures prescribed from time to time by the First Party to prevent unauthorized use or disclosure of the Confidential Information, including without limitation and any other person who will have access to Confidential Information.**
- 34. The Second Party acknowledges that it has received, read, and understood this Agreement that the First Party has fully and adequately explained the provisions of each to The Second Party's satisfaction; and that The First Party has accorded The Second Party ample time and opportunity to consult with advisors of its own choosing about the potential benefits of entering into this Agreement.**
- 35. First Party will not allocate any Branch to any third Party within 5 kms (five kilometres) radius from the branch of second Party which is the exclusive territory of the Second Party.**
- 36. The Second Party and First Party acknowledge that they have signed two original agreement copies and received a copy each of this Agreement in original.**
- 37. The First Party Bank account details for the business to be conducted is bank name _____ Bank , branch _____ ,IFSC code _____, bank account number _____ .Bank account name sri sai pooja samagri pvt ltd.**
- 38. Second Party Bank account details are Account Name: _____, Account number _____,IFSC CODE _____, bank _____ branch.**

39. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the above mentioned date.

Signature of The First Party

Signature of The Second Party

For M/s. Sai Pooja Samagri Pvt Ltd

Director

WITNESSES: Name and Address in Full:

1.

2.