DEALERSHIP AGREEMENT

Dated :

The agreement is made on this day Tuesday at Mundka New Delhi between

Party A: Allfine Industries Pvt. Ltd.(hereinafter referred to as "Company"), having its registered office at **Khasra No 120/6 and 121/10/2, Near Azad Factory, Village –Mundka Delhi 110041** Which shall unless repugnant to the context or meaning thereof includes its legal heirs, Administrators, Representatives, and Successors in interests and assigns) of the ONE PART

AND

Party B: The Dealer represented By M/S **,** having its Registered ADDRESS:- of the OTHER PART (hereinafter referred as "The Dealer which expression shall unless repugnant to the context or meaning thereof and their legal heirs, Administrators, Representatives, and Successors in interests and assigns) of the OTHER PART.

Scope: This agreement covers the terms and conditions for the sale of electric E-Rickshaw/ E- Auto under brand name of Allfine, manufactured by Party A (Manufacturer) to Party B (Dealer).

1. **Sales Promotional Material**

   Party A will provide below mentioned marketing material to Party B :-
   A. 2 Standy
   B. 1 Kanopy
   C. 8000 Pamphlet

2. **Workshop Development** :

   Party A will provide the training to dealer's technician and will support for workshop development.

3. **Pricing & Payment terms & Conditions:**

a) Party A will give the cost sheet to Party B which will remain an integral part of this agreement as Annexure – 1(Price List).
b) Party B will order the rickshaw and variants to Party A via PO on mail and will make the 100% advance payment before delivery.
c) Pricing can be changed at any stage of time by Party A without of any prior notice to Party B. For PO already placed with 100% advance payment by Party B will remain unaffected for price change.

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d) Party A will provide the spare parts to Party B at cost as per annexure – 2(Spare Parts Price List). Pricing could be revised by Party A without any prior notice to Party B.
e) Party B will sell the spares at fixed margin varies from 10-25 % on basic rates as listed in annexure- 3 (Spare Parts Price List) only.
f) Any refusal, failure or inability to pay the dues of Party A for any reason whatsoever shall tantamount to misappropriation and breach of trust. In such event the Dealer (including its Partners/Directors/Authorized Signatories and officials) shall be liable to face civil and criminal consequences at the costs of the Dealer..
g) Party A shall have lien and first charge on all unsold goods lying with the Dealer. If Party A so desires, it may, at its discretion take back or cause to be taken back the unsold goods/stock lying with the Dealer.
h) Party Bshall adopt all measures to enhance the sale of the Party A's products to achieve/exceed the targets as may be communicated by Party A from time to time
i) Party B shall be liable for all compliance under any local law, control orders and state government rules and shall take all necessary steps for obtaining registrations, licenses and renewals thereof, maintaining proper registers and also submitting necessary returns to the authorized agencies. In the event of any contravention by the Party B of the provisions thereof, Party B shall remain fully liable and shall also keep the Party A indemnified against any breach and monetary liability or cost arising thereof.

4. <u>Warranty Terms & after sales services:</u>

a) Party A shall offer exclusive warranty on the parts as per details mentioned in service manual or as mentioned on Party A Website.

b) Party B will replace or repair the parts under warranty in consultation with Party A's service engineer. Party B is allowed to charge the labor cost from customers as prefixed in service manual only.
c) Party B have to maintain minimum spare parts inventory for critical parts at their end in consultation with Party A's service engineer.

5. <u>Liability</u>

a) Party B shall be liable for all losses, damages, mis-delivery or shortages of the Goods by reason of any act of omission or commission on its part or its employees, representatives while the Goods are in the custody and/or control of Party B
b) The rights under this agreement shall not be assigned or transferred to any other person.
c) All taxes (Central or State/Local), levies, impositions, and duties, which may be assessed on the Company in respect of the sale of the Company's products or levied on the said sales shall be borne by the Party B. Party B shall keep the Company indemnified against any taxes, claims, demands, proceedings, costs, charges and expenses in respect of such impositions, taxes, levies & duties.

6. <u>Sales Target Conditions :</u>

a) Party A will give right to party B to sell the product in ..... from party B showroom.

Party A will give sales target to Party B which will be reviewed on quarterly basis only. In case Party B not able to match the sales target for continuous 2 (Two) quarters then Party A could cancel the Party B's dealership or can open a new dealership within 5 km radius circle without any written approval from Party B .

b) Minimum Sales target cap for first year will be targeted as follows :
   - First quarter : 42 units
   - Second quarter : 60 units

c) The Dealer/ Party B after the cancellation of his dealership will not be authorized to use ALLFINE band anywhere in his sales operations. This will take into effect as soon as the communication of cancellation is received by him.

d) This agreement will be legally valid up to One year from the date of agreement and will be renewed after one year on mutual understanding basis..

7. <u>Assignment</u>

No terms and conditions of this Agreement shall be assigned, changed, modified or waived in any way without mutual written consent of the parties hereto duly signed by authorized representatives.

8. <u>Termination of Agreement:</u>

a) In addition to whatever has been stated above, this Agreement may be terminated by either party, giving the other party 30 (Thirty) Days' Notice in writing with or without assigning any reasons for such termination.

b) Notwithstanding anything contained to the contrary herein, the Company/Party A shall be entitled to terminate forthwith this agreement with immediate effect upon the happening of one or more of the following events.

i. Should the Dealer in the opinion of the Company become incapable of performing the obligations of this Agreement and the duties there under or its position, at any time be such, which in the sole discretion of The Company, render it inexpedient for it to continue to act as Dealer/Distributor.

ii. The Dealer acts in a manner prejudicial to the interest of the Company. The Company shall be the sole judge in this regard.

iii. The Dealer commits a breach of any of the provisions of this Agreement.

iv. If there is any changing in the constitution, ownership, control or composition of the Dealer, unless such change or alteration has been agreed to by The Company in writing.

v. Should be Dealer fail to carry out any instructions given to it for proper working of this Agreement within a period of 14 days after being required by the Company in writing to do so.

vi. Should the Dealer obstruct the Company's representatives from carrying their duties.

vii. Should the Dealer become or file papers for insolvency/bankruptcy or becomes legally incapable to honor this agreement.

c. Upon termination of this Agreement from any cause, the Party B/Dealer shall promptly return to the Party Bor otherwise dispose of, as Party Bmay instruct, all samples, patterns, instruction books, technical pamphlets, catalogues, advertising material, material, signboard and other materials, documents and papers whatsoever sent to the Dealer and relating to the business of the Company (other than correspondence between the Company and the Dealer) which the Dealer may have in its possession or under its control. The said material shall always remain in the property of the Company and the Dealer shall hold the same as bailee till termination of this Agreement. Upon such termination, the Dealer shall forthwith make the payment of all outstanding dues to the Company as per the statement of account forwarded to it by Party A.

e On termination of this Agreement, the Accounts between the parties to this Agreement shall be settled within 30 (Thirty) days from the date of expiry of notice of termination.

9. <u>Applicable Law &Arbitration</u>

Any disputes, differences or question which, may arise at any time hereafter between the Company /Party A and the Dealer/Party B touching the true construction of this Agreement or the rights and liabilities of the parties hereto, the same shall be referred to the decision of a Sole Arbitrator to be appointed by Director of Allfine Industries Pvt. Ltd. in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of such Arbitration shall be at New Delhi and the Courts at New Delhi shall have the exclusive jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

10. <u>Entirety of Agreement</u>

The Agreement contains the entire understanding of the parties and shall super cede all prior representations, statements, communication and understanding, written or oral between parties relating to subject matter whereof. All prior representations, statements, communications and understanding shall have no effect whatsoever.

This agreement becomes effective from date of signing by both parties & will be valid for one year .The Renewal of agreement between the parties will be on mutual agreed terms.

We have understood the contents of this Agreement and agree to bind ourselves to the aforesaid terms & conditions and to the statements mentioned herein this agreement.

In witness whereof, the parties here to have caused these presents to be signed, sealed and deliver by their authorized representative

Agreed & Signed By Party A Agreed & Signed By Party B

<u>Witnesses:</u>

1.
2.