Franchisee Agreement

This franchise agreement is made on the 05th day of MARCH in the Year 2020 at Kolhapur.

BY AND BETWEEN

Tej Couriers (A Division of Ghatge Patil Consultancy Services Pvt. Ltd.) A Company Registered Onder the Companies Act 1956, having its Head office at: 517, E, Old Pune Bangalore Road, Kolhapur. 416001. Maharashtra, India, represented by its Managing Director Mrs. Sadhana Ghatge (which expression shall unless inconsistent with the context mean and include his/her heirs, successors, legal representatives, executors, etc.) referred to as a Company of Wrst Part.

-----having its office (registered Office at:

about Years, S/o,-----

its Proprietor/ Par"ers /DirqCtors Mr./M6s.-----

, hereinafter referred to as Franchisee (which expression shall

ess inconsistent with the context mean Ortd include his/her heirs, successors, legal representatives,

cutors, etc.) of the SECOND PART.

IEREAS the Company is engaged in the business of Domestic and International Courier, Express Couriers,

00, Logistics throughout India.

) WHEREAS the Company with the intention of establishing wide network Of services Oil over the Country

'iuJ for the expeditious and efficient handling of Express Courier, Cargo ond logistic Business by appointing

viciuols, Company, firm, societies as its franchisees

WHEREAS the applicant is desirous of ioining Tei Couriers (A division of Ghatge Patil Consultancy Services Pvl

I At for covering the area approached the Company

expressed his / her willingness *o conduct the said business on mutually agreed terms of business as a

Company hereby appoints the Second Party fo function as a non-exclusive Franchisee of Tei Couriers (A

of Ghotge Patil Consultancy Services Pvt Ltd.) for DOMESTIC & INTERNATIONAL BUSINESS on the ve-mentioned address.

O WHEREAS both the parties mutually deem fit to enter into this Agreement on the following terms &

ditions.

W THEREFORE THIS AGREEMENT&MOU WITNESSETH AS FOLLOWS:

PERIOD:

That this agreement shall come into operation with effect from 0-5 and shall

be in force for a period Of Two-years subject to fulfilling all the conditions of this agreement.

use OF COMPANY NAME & LOGO:

For that the Franchisee it is mondatory to display ihe signage board of the Company on its premises.

Thot the Company is the sole proprietor of its registered trade mark, TEJ COURIERS, under Indian

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Tei Couriers (A division of Ghatge Pc•til Consultancy Services Pvt Ltd.)

E, Old Pune Bangolore Rood, Kolhapur, 6 001 Mahorostrm India. Pbone: (91-731) - 2550022.

not

Of Ag•'nt. 'he to be Agent or o

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h onchisee shall no' use or print 'hc Compony or logo on other ; fntionory other thon 'hose ovided by the Company.

TRADE SECRECY & BUSINESS COMMITMENT:

'hc Franchisee is o non-exclusive in tho event of failure to meet the service standard by
Evonchlsce; 'he Compony hove right ot its sole discretion to chonge the Franchtsee.
the Franchisee shell his/her expense os on independont office ond 011 expenses Of the
will be incurred by the honchiseo_ Tho fronchisoe will be responsible for 'he loss ond profit of its
STATIONERY S DOCUMENTATION:
That the order for all Stationery/ prin'ed motoriols. nometv. Consignment Notes.
Heads, Visiting Cords, uniforms, Delivery ond Sign Board* 'He
Compony •ts requirement every month 0t least one wook prior to dote Of requ«-emerd
with amounts towards advance as specified by the Company.

the Franchisee shall take all reasonable core to ensure that the Company Stationery, trademark other matters are used in connection with the Franchisee's business only & are not misused other person or company whosoever.

BANK ACCOUNT & INSPECTION OF BOOKS OF ACCOUNTS:

the Franchisee must have a Bank Account with ony Scheduled Bank (Nationalized or Private their narne as mentioned above in this Agreement and the same must be declared to the Company. the Franchisee or any Of its sister/subsidiary company will not be allowed to open any Bank Account the name of "Tei Couriers (A division of Ghatge patil Consultancy Services Pvt Ltd.) or its subsidiary or an!

.similar name as c binding clause of this agreement.

That the Franchisee shall have no authority to raise loans or borrow in the name of the Compary and it is expressly understood that the Company shall in no way be responsible for any debts or

liability/obligation created by the Franchisee for business.

MINIMUM SELLING PRICE

the Franchisee Hill be provided minimum selling rates (Transshipment charges) for all products (Domestic and International). The franchisee will add his/her commission / profit morg.n

Lelling the services and products to the customers.

Thot the franchisee will be responsible to develop the business on his/herown

OPERATIONS:

That the SECOND PARTY. as the Franchisee of the Cornpony will be entitled to use the services of the TE: COURIERS Network and its authorized ossociotes, throughout the wo'ld.

That the Company will furnish the Franchisee willi the relevant know-how ond other details necessary the professionalized, efficient conduct of tho business ond shall from time to time guide, train 'he Franchisee ond 'heir staff as the Cornpany ond appropriate in the circumstances to run the Franchisee's organization os on organized sceio• unit.

Thol the Franchisee shall forward ull (documents, Povcel) collected from the customers to their reporting branches/ Hub for onward ding per ihe prescribed operation schedule without any 3-14

Tei Couriers (A division of Ghotge potil Consultancy Services Pvt Ltd.)

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'hc irona•isee must for beioro booking Nor..do,

"High ValUe•• mentioned and 'he approorintene7S of the package

y, , 3 Thot Consignment Noie is to be filled up with Correct address Of the Consignee, Telephone/ Mobile No.

of both the consigner ond the consignee, Pin Code, type of shipments, value, contents. declarations,

oi both 'he consig ner and the consignee.

8.2.2 RESPONSIBILITY FOR CLEAN P. O. D & DETAILED D. Q. S.:

B.3A the Franchise must necessarily onsurc thal the shipments ore delivered on time in intact condition

obtaining acknowledgement with nome and signature of the receiver, relation with consignee, dote, time

and seal on the POD (Proof of Dclivety) copy os well 05 on DRS (Delivery Run Sheet).

8.3.2 That it is essential for the franchise to Obtain complete acknowledgement from the receivers since POD

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and DRS are the u liimate proof Of delivery Of shipments ot the destination as par service commitmenfs_

That franchise will be held responsible in cose the customers complain of non-delivery and prefer

due to failure in submitting clean POD/ DRS for shipments handled by the respective franchisees.

CUSTOMER CLAIM & COMPENSATION:

The Company will provide necessary guidelines and procedures to settle the claim. Any help in this regard

would be made available by the Company.

That the franchise is responsible for faking • Consignees Signature' on the consignment note foiling which

no claims can be considered by Company and Franchise alone is responsible for any claims arising out of

his bookings.

CONSUMER FORUM CASES:

If there is failure in resolving the complaints amicably, the customers are likely io approach the Consumer

Forum.

That in such cases, it will be essential for the franchise fo co-ordinate and attend the cases in consultation

with the respective Company officials or Corporate Office and Legal Advisor of the Company whenever

ony case is filed against the Company or the franchise himself, either as 1 st party or 2nd party in the

Consumer Forum.

That the franchisee must keep the respective Sub-Branch/Branch/AO/RO/Corporate Office and customer

service head informed about the status of the Consumer Forum cases from time io time.

Thaf Whenever the Consumer Forum court order is awarded in favor of the customer, it would be the

responsibility of the concerned franchisee to bear the cost & consequences thereof individually or

collectively based on the internal investigation carried out by the Franchisee / Company.

SECURITY DEPOSIT, JOINING & IT FEES.

Thafihe Party has as on date paid Rs. (Rupees

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517, E, Old Bangalore Rood, Kolhapur. 416 001 Iridio. Phone: (91-231) - 2550022.

dated D. security Deposit.

party hos os on dote paid Rs-

y s One-time

Non •RefundobleJoiningFoes to the company, vide receipt No..

doted..

TRANSHIPMENT/HUB HANDLING/DELIVERY CHARGES.

That regording forwarding of the shipments, the Franchisee will bear the cost of Transshipment

Chorges/Hub Handling Charges (Delivery Charges as per company rules.

0 7 The detailed list of 011 Indio ond International transshipment/other charges will be supplied by the

company to all the Franchisees.

10.3 That the Transshipment/other rates are subject to change with a prior notice Of one month.

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That franchisee will pay all domestic ond internalional transshipment bills within 7 days from the dote of Invoice.

That the franchise will pay in advance to the Company Consignment note charges. The rote of

Consignment notes will be available at stationery department.

In the situation, when Client, customer signed by the Franchisees but unable to match the Transshipment

rates, the Franchisee may transfer the said client / customer 10 the Company and still enioy the commission

/ handling charges etc. However, to avail the benefit under this scheme Franchisee must obtain necessary

approval in written from the Branch office or corporate office. The details of commission / incentive must be

mentioned in the letter from the Branch / Corporate office. Franchisee must not begin the work without

letter from the Corporate or Branch office.

The Franchisee will be paid incentive/ sales commission towards Pick up charges/booking commission for

the customers signed by the Company but served by Franchisees. However, io avail the benefit under this

scheme Franchisee must obtain necessary opproval in written from 'he Branch office or corporate office.

The details of commission / inceniivc must be mentioned in the letter from the Branch / Corporate office.

Franchisee must not begin the work without letter from the Corporate or Branch office.

You will pay 5% royalty on your total transshipment bill, every monih. Royalty amount is charged for network and goodwill of the Company.

INTIMATION OF CHANGES, IF ANY

That in the event of the franchise changing his place of business/address.

There being a change in the telephone/ Mobile/Email Address of the franchise offices/stations;

Any other related changes; the Franchise shall intimate in writing such changes to the Company before making any changes.

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STATUTORY REQ'J'REMENT OBLIGATIONS,

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K. I.-stoblishrnenl Act, ond all allied

The Fronchisee be Hue observation and

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be responsible for the The

shall not, in any manner, bc for ony act, omission or commission of the employees

engaged by the Franchisee and no claim in this respect shall lie against the Company.

the Franchisee shall engage/appoint necessary personnel at their own discretion ond cost, without interference of the Company for the efficient running of their business and that no relationship of employer and employee shall be created between tho Company and the said personnel and 011 the liabilities because of their employees will be that of Franchisee.

Thot the Franchisee shall be responsible ond liable for due observation and implementation of the statutory provisions applicable, if ony fo ihc employces engaged by thorn under various Labor' Establishment legislations ond the Compony shall not be in ony way responsible for it.

7 •t That payment of Goods & Service Tax (GST) is applicable from July 2017 or from such subsequent date

as the Franchisee has started their business. The franchise must register ond remit the liability the

appropriate Government Authority directly. A copy of the Goods & Service Tax Registration Certificate

obtained by the Franchisee shall be submitted fo lhe Company for its record. The Company in no way shall

be responsible for the payment / dues of Goods & Service Tax of the franchise before and after joining the

Company as a franchise.

2.5 That each party shall respectively sign, execute and do all such things and execute such further documents,

deeds, acts and things as the other party reasonably requires for completely effectuating the Agreement and each shall pay his own cost in that connection.

12.6 If the Company becomes liable to disclose any information about the franchise's dealings with the

Company to any Authority under any statutory enactments or Court's proceedings, who are entitled to

seek the same, in such an event, the Company is free 10 furnish the information asked for. without any

intimation to the franchise.

7.7 Franchisee to ensure that the Weighing Scale used at the premises is calibrated periodically as per the

Standard of Weights & Measures Act, 1976.

13.

NON-AGENCY/ INDEPENDENT CONTRACTORS:

Notwithstanding that the Franchisee is o beneficiary of the CompanVs name, this Agreement does not create a

rcJotionship of Principal ond Agent, and the Franchisee cannot be deemed to be an Agent or a Branch of the

Company under ony circumstances. The relationship created herein between the Parties shall be solely that Of

independent contractors entering into an agreemenf and both parties shall act always as independent

contractors, ond nothing contained in this Agreement shall be construed to create the relationship of principal

ond agent or employer or employee, between the Company and the Franchisee. No representations or

assertions shall be made, and no actions shall be taken by either Party which could imply or establish any agency,

joint venture, partnership, employment or trust relationship between the Parties with respect to the subject

rnaHer of this Agreement or any Schedule. Neither Party shall have any authority or power whatsoever to enter

into any agreement, contract or commitment on behalf of the other Party, or to create any liability or obligation

Éoever on behalf of the other Party, towards any person or entity.

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S I' 7, E. Old Bangalore Road. Kolhapur .416 001 . Maharosiro, Indio. Phone: (91-231) • 2550022,

the of pre•approved or todditional delivery cost by ethm

, / for do' ivories billed to Franchisee by the Company;

to the Compony for the Sen•ices rendered to tho cu%iomers- Other Garvices not contemplated by

II 'r, shall be billed ot the ComponVs standard rotes;

1 thol each shipment placed by the customer is accompanied by o properly completed & signed

on:.iqntnent note, this may or may not be in electronic form;

octing each customer on the appropriate packaging for that customer's shipment.

nonchisec will be allowed the credit up to 75% of the total security deposit paid. The Franchisee will be oqutved to pay additional security deposit to the compo ny in proportionate to Monthly transshipment. The

Company may recover such amount from the payment mode by the Franchisee and raise additional demand for the payment against remoining dues.

TECHNOLOGY:

The Franchisee shall automate all processes when made available by the Company fo the Franchisee, including automation of shipping, tracking ond special programs, the cost or charge of which will be Some

by the Franchisee. post automation, information regarding trans-shipment of consignments shall be accessible by Internet or local opplication. At the cost/ expense of the Franchisee. the Company will provide to the Franchisee, the automation, electronic shipping and manifestation systems and other required software and technology relating io such systems, whenever it decides to supply the same to its other Franchisee on a uniform basis. The Franchisee will always provide adequate terminals with licensed

operating systems (such as Windows, etc.) as specified by the Company, and internet connectivity at the office of the Franchisee.

CONFIDENTIALITY:

The Franchisee shall treat any information, financial or whether written, oral or visual, received

or disclosed by the Company in coniu nction with this Agreement as confidential and shall not disclose the

same to any other third party. The obligation of the Franchisee under this clause shall survive expiration or

termination of this Agreement. The Franchisee hereby agrees that all information relating to the customers of the Compony as well as the Franchisee, maintained and updated by the Company shall remain the sole and exclusive property of the Company during the term of this Agreement and shall continue fo so remain upon termination of this Agreement.

19. INDEMNIFICATION:

19.1 The Franchisee hereby indemnifies, defends and holds harmless the Company from and against all claims, losses, demands, cause of action, fine, penalty, costs, liabilities, iudgments. expenses or damages and/or interest of any kind nature whatsoever which may be imposed upon. incurred by or asserted against the Company in anyway:

(a) Arising out of any theft, loss, destruction of or damage to the packages desired to be shipped or couriered by the customers, through TEJ COURIERS under this Agreement due to the fault of the Franchisee after picking up of the consignments.

(b) Arising out of any wrong or fraudulent use of processes, automation. electronic shipping, manifestation systems, and other software ond technology provided by the Company.

Arising out of any alleged or actual non-compliance by the Franchisee with any laws, regulations.

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requirements regarding TEJ COURIERS.

of or non-compliance With the procedures loid down in tho

Mo,.uol, company Manual ond other guidelines/circulors pertaining to the business out of any wrongful/ fraudulent/ criminol including criminal breach of forgery, folsificalion, misappropriation, misfeasance, misconduct, etc. on the port of the Franchisee 01 its entployees or agents which has resulted in personal iniury or loss of property, business or other economic losses to any customers & third parties including ihe Company.

I •onchisec luriher indemnifies, defends ond holds the Company harmless from ond against any and 011 liabilities, claims, demands, penalties, iudgments, costs, legal fees ond expenses, arising out of the tonchisee•s or its employees, franchisees or agents performance or non-performance, breach of 'his Agreentent, gross negligence, negligence or intentional octs that causes or combines with other events to

ony personal iniury, including death, property damage, or economic losses to the Company or its customers or any third parties.

Without limitation, the indemnification obligations under this paragraph shall survive the expiration or icrniination of this agreement.

WARRANTIES AND UNDERTAKINGS

The Franchisee will not at any time divulge to any customer Orto any other Franchisee or to any competitor

of the Compony any trade or business secrets or any other matter relating to its TEJ COURIERS business, which may become known to it by its position as Franchisee or otherwise. The Franchisee shall be true and

faithful to the Company in all dealings and transoctions whatsoever relating to the business. In the event Of breach of confidentiality by the Franchisee, the Company shall be entitled to claim damages from the Franchisee.

LIMITATION OF LIABILITY:

The Company, through its Franchisee, agents, Co-leadcrs will arrange to transport ond deliver the customers' document, packages and freight in accordance with regular practices ond procedures of the Company. However, as set forth in the consignment note or airway bill, the Company shall in no case be liable for any loss, delay, damages, miss-delivery, or non-delivery beyond the limitations specified in the Company's standard Conditions of Carriage, and the terms and conditions contained on any Company SHIPPER bill accompanying any shipment transported by the Company for the customers.

The Company's standard Conditions of Carriage, and any future Company updates or revisions there to, will always apply except as otherwise stated herein. In the event of any conflict or discrepancy between the Conditions of Carriage and this Agreement, the terms and conditions of Carriage stipulated by the Company shall prevail.

INSURANCE:

The Companys maximum liability per consignment as set-forth in the airway bill 'consignment note shall be Rs. 100/- (Rupees One Hundred only).

The Franchisee shall ensure that its employees/ogents and franchisees while booking the non.dox consignments/parcels must obtain Invoice/Declarotion in triplicate with goods value declaration from the

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17. E. Old Pune Bongolorc Rood, Kolhapur, 416 001 .MchoraStro, Indio. Phone: (91-231) - 2550022.

oi ony value booked from any customen franchisee shall advise the customer

, obtain adequate Comprehensive Marine Insurance insurance) coverage for all

risk on the shipments by for delivery through the Compony•s net-work.

Franchisee upon by through

componyot the cost Of the shipper.

'he customer desires to dispatch the shipments their own risk without insurance cover, through Colopany•s system, o declaration to this effect sholl be obtained 01 the lime of booking from 'hc and all copies of Consignment Note should be rubber stomped with, "NOT INSURED BY

A1 OWNERS RISK".

Contpony will not pay or reimbutse ony costs involved in insuring the consignment or be responsible lot claiming the insured amount in casc of ony eventuality on behalf of either the Franchisee or consignor.

The Franchisee shall not undertake ony responsibility Of valuation of the consignments and any such oct will result in the liability on port of the Franchisee ond not the Company.

AS such a mandatory policy of the company ALL NON-DOCUMENT SHIPMENTS SHOULD BE OOOKED BY ANY FRANCHISE ONLY WITH ADEQUATE INSURANCE COVERAGE IN ANY FORM BY THE SHIPPER OR AGAINST DECLARATION OF CARRIAGE OF SUCH SHIPMENTS AT OWNERS RISK WITHOUT INSURANCE. •

Risk Coverage Policy: The Franchisee may avail the Risk coverage policy of Tei Couriers for all shipments having invoice value above Rs. 5000 (Rupees Five thousand) but not exceeding Rs. 1 (Rupees One lakh) at the time of booking with the payment Of 2% of the invoice value for 100% coverage against claims against damage and pilferages. For all shipments . insured by the Customers, the sum of 0.2% must be levied to the customer for Certificate of Facts (COF). Franchisee must read the Risk coverage policy before commencement of the business. INSPECTION AND RIGHT TO AUDIT:

The Franchisee shall maintain appropriate records with relevance to the Company's business only. The Franchisee shall allow the Company auditors/officials to inspect and verify all such records at any time. of

FORCE MAJEURE:

Neither Party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control. including but not limited fo acts of God, fire, storms, floods, acts of Government, wars, strikes, industrial disputes, civil disturbances, riots, acts of terrorism, mechanical breakdowns, or for any other

matters that are beyond their reasonable control, whether ofher, qise foreseeable. Each Party will promptly

inform the other Party of such failures and will use its bost efforts to anticipate such failures and to devise

means to eliminate or minimize them. Neither Porfy shall be liable in the other therefore norsholl the time

for the performance of its obligations be extended for a period equal to the duration of the contingency that occasioned the delay, interruption or prevention.

EXTENSION / RENEWAL / TERMINATION:

'ENSION

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this bo o period may be decided

of Pending such 'ho terms and

Company reserves tho right to of conditions of those presents including the to Franchisee Security Deposit,'Monthly Charges with prior knowledge of Franchisee the subsistence of these presents or the time of renewal of 'he Agreement. the Franchisee is taken up by onc or more partners, a partnership deed is to bo prepared and copy thereof shall bc given to tho Compony immediately on signing of the Agreement. Incaseof dispute among the partners, the Company has the right to terminate the Franchisee. In special cases, 01 the sole discretion of the Company, one of the partners may be appointed as o new Franchisee. RENEWAL CHARGES:

franchise will pay to the Company renewal charges ot the time of renewal of 'he agreement offer every Twoyeors. An amount of Rs. 3,000/- (Rupees Three Thousand only) will be collected as renewal charges. That if the Franchisee desires to close the association with TEJ COURIERS within two years of commencement Of the same. he Can do so by giving Threo months' notice in writing in Which cago Franchisee Security Deposit Will be refundable on clearance Of duos to the Company and other associates. Franchisee's & Co-loaders.

23: 6 That after the initial period of 6 months, either party retains the right to terminate the Agreement by giving

three months' notice, in writing, to the other party. However, the Franchisee requiresfollowing clause 25.4

for the clearance of dues.

TERMINATION

25 n That if the Franchisee fails to make the payment of any amount due to the Company by this Agreement

within 30 days after it becomes due and payable.

7.7 That the Company is not satisfied with the performance of the Franchisee.

75 7.3 In the event that the Franchisee becomes insolventor enters anycompromisewith itscreditors.

That in the event of closing of functioning by the Franchisee without notice, then the franchisee

Deposit would be forfeited.

75.8 That notwithstanding anything here in above contained, the Company shall be at liberty to terminate the

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Agreement without notice at any time for reason of the Franchisee violating any of the above terms and conditions and indulging in ony act involving moral turpitude, negligence or misconduct with the likelihood

of causing harm to the good name of the Company and its associates. The decision to terminate the

Franchisee will be taken after faking Regional Franchisee views in to account. The Company and associate

members shall have the right to forfeit the whole/part of the amount of Security Deposit at its sole

discretion. The forfeited security deposit shall be used to maintain the services in the area states of the

closed Franchisee.

The termination of this Agreement by either Party shall not absolve the Franchisee from any liability

incurred by the Company fill the effective dote of termination. Further, the Franchisee shall not be entitled

to any compensation for pre-mature termination by the Company with or without any cause.

That upon termination or expiration of this agreement, the Franchisee shall cease to use, in any manner.

the trade marks the use of which shall hove been granted by the Company hereunder, to indicate that the

Second party is the Franchisee Of the Company ond shall remove all trademarks and the trade names Of the

Company from the Franchisee's signs, shingles, posters, name cards ond any other advertising material.

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7, E. Old Pune Bangalore Rood. Kolhapur. 16 001 vM0horasiro. Indio. phone; (9 1-231). 2550022.

forthwith and discontinue the use of the nomos, trademarks, initials or

• of Company or any nomos, or devices to be confused

Franchisee fails '0 discontinue of such marks Franchisoe reimburse the

legal fees. costs, charges ond expenses incurred in connection with legal action to require

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the event of such o happening, in addition to forfeiture of Security Deposit.

•r, Company will fix the Business Franchisee's

performance wilt be reviewed every quarter, in case tho Franchisee foils, the compony hos 'he 'o toke decision in appointing new Franchisee or open company's branch after consulting with unchisee committee in the existing Franchisee jurisdiction,

76. DISPUTE RESOLUTION:

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there is any controversy, dispute or claim arising out of or relating to interpretation or breach of 'his Agreement. the parties will endeavor to settle it promptly.

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If such a dispute cannot be resolved amicably or any payments are overdue from the Franchisee or for enforcement Of any Other claims, whatsoever, 'he Parties hereby agree to refer the matter to a SOLE ARBITRATOR appointed by the Company af its Sole discretion for adjudication of the dispute/claim in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The findings/award given by the said Sole Arbitrator shall be binding upon both Parties.

27.

The prevailing Party in any legal action fo enforce or interpret this Agreement shall be entitled to recover from the non-prevailing Party 011 costs and expenses, including reasonable Attorneys Fees. incurred in such action or proceeding.

JURISDICTION:

Tei Couriers (A division Of Ghatge Patil Consultancy Services Pvt Ltd.)

7, E, Old Pune Bangalore Road, Kolhapur. 416 001 .Maharastra. India. Phone: (91-231) - 2550022.

I That this agreement shall be subject to the applicable laws in force in India from time to time. Both the

Parties hereby agree that all litigations between them will be subject only to the iurisdiction of the Courts in

Kolhapur, irrespective of where the cause Of action has arisen.

28. MISCELLANEOUS:

Any other matter not provided for in this Agreement shall be amicably resolved by and

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betweenCOIJRIERS and franchisees through good faith negotiations.

Any notice made hereunder shall be personally delivered or transmitted by registered post and

28.2

Courier, to the Parties at their respective addresses os set-forth above. Either Party maychange its address

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Tei Couriers (A division of Ghatge pata Consultancy Services Pvt Ltd.)

517. E, Old Punc Bangalore Rood, Kolhapur 416 00 .Mohorosira. Indio. Phone: . 2550022

hereof by notice 'o the other All notices hereunder and documents or instruments

in these transactions shall be in English.

one or more of the provisions contained in this Agreement shall be or become invalid, illegal or

"I'•oforceable in any respect under any applicable Low, the validity, legality or enforceability of the

provisions shall not in any way be offcded or impaired thereby.

he failure by the Company Of any time 10 enforce any of the provisions of this Agreement, Shon not be

on%troed os o waiver of such provisions or of ony of the provisions hereof. The exercise by the Compony

01 its rights herein or as moy be allowed ot Low or Equity, shall not preclude or preiudice the

otnpony from exercising any other rights provided herein ot Law or in Equity

Franchisee will adhere to all policies ond procedures, amendments declared, circulated time to

ond it will be binding on the franchisee 10 follow 011 policies without deviation.

WII NIBS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this day, month ond year first hereinabove mentioned.

n t Nesses:

(Company / First Party)

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