



IN-GJ43414612927114W



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ43414612927114W
Certificate Issued Date : 08-Aug-2024 12:28 PM
Account Reference : IMPACC (CS)/ gj13218519/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1321851904106048708635W
Purchased by : HOCCO INDUSTRIES PVT LTD
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : HOCCO INDUSTRIES PVT LTD
Second Party : SAIRAM AGENCIES
Stamp Duty Paid By : HOCCO INDUSTRIES PVT LTD
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



HTF

0016029618

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

DISTRIBUTION AGREEMENT

This **DISTRIBUTION AGREEMENT** is entered at Ahmedabad on this **13th day of August 2024** ("**Execution Date**") and shall be made effective from **13th day of August, 2024** ("**Effective Date**") between:

HOCCO INDUSTRIES PVT. LTD. ; a Company incorporated under the Companies Act, 2013/1956 (HAVING PAN NO. AAGCH6917A ; CIN - U32909GJ2023PTC139242) having its Registered Office at having its registered office at 12th-13th Floor, Elanza Vertex, Sindhu Bhavan Marg, Bodakdev, Ahmedabad – 380059 (hereinafter referred to as "**the Company**") which expression shall, unless the same be repugnant to the context or meaning thereof mean and includes its successors, legal heirs, assigns etc.); **THE PARTY OF THE FIRST PART.**

AND

M/S SAIRAM AGENCIES, a Proprietorship firm, having at: **Akkalkot Road, C- 30/17, MID C, Solapur, Solapur, Solapur, Maharashtra, 413006** (hereinafter referred to as "**the Distributor**") which expression shall, unless the same be repugnant to the context or meaning thereof mean and include its Proprietor, its successors-in-interest, legal representatives, heirs, executors, administrators and permitted assigns etc.); **THE PARTY OF SECOND PART**

WHEREAS:

- A. The Company is engaged in the Business of Manufacturing, selling and Distribution Ice-cream and like products (hereinafter referred to as the "**said Products**").
- B. The Second Party has represented to the Company that it has a place of business at **Solapur** and the Second Party has expressed its willingness and desire to sell the said products of the Company popularly known as "HOCCO Ice-Cream" in wholesale and retail in the territory defined under this Agreement and has applied to the Company to appoint it as a Distributor of the said products of the Company in the defined territory.
- C. Based on the representation of the Second Party that it possesses requisite experience, expertise, manpower, skill, financial capacity, resources and equipment's to carry on the business of a Distributor and successful distribution of the products of the Company, the Company has accepted the proposal of the Second Party to engage the Second Party as a non-exclusive Distributor in the territory defined hereafter for selling of the said products of the Company and hence both the parties have mutually agreed upon the terms and conditions as under:-

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DISTRIBUTION

- 1.1 The Company hereby appoints the Distributor, and the Distributor hereby accepts such appointment, as Company's non-exclusive distributor of the said Products of the Company in the Territory, provided that the Distributor complies with the terms and conditions of this Agreement.
- 1.2 The Distributor shall not directly or indirectly sell the Products of the Company outside the Territory without the prior written consent of the Company.

- 1.3 The rights granted to Distributor under this Agreement are non-exclusive, non-transferable, revocable and the Company reserves the right, at its sole discretion and at any time, to: (i) act by itself or to engage the services of other Distributors in order to distribute, promote, advertise, market, sell the said products in the same territory as that of the existing Distributor and/or (ii) enter into any other agreements in connection with any of the Products.
- 1.4 In order to secure the performance of this Agreement, the Distributor, has on the date of execution of this Agreement, given a sum of Rs. **Rs. 3,00,000/- (UTR No: HDFCR52024080782061853, Date: 07-08-2024)** towards Interest free security deposit ("Security deposit") to the Company. In case of adjustment of the Security deposit by the Company against any outstanding, damages, claims etc. by the Company against the Distributor, the Distributor shall re-furnish the Security deposit.
- 1.5 Subject to approval by the Company, the Distributor shall submit claims in writing upon the Company on or before the 10th of the succeeding month. In case of failure on part of the Distributor to raise the claims within stipulated time or in case of rejection of claim by the Company, the Distributor shall not be entitled to the same.

2. PERIOD OF DISTRIBUTORSHIP

- 2.1 The Company may directly or through its Super/Master Distributor /C&F hereby agrees to sell to the Distributor and the Distributor agrees to buy from Company's Super Distributor /C&F, the Company's products which is popularly known as "HOCCO Ice cream" for sale by the Distributor within the territory described in Clause 3 hereafter and in no other place or places outside the Territory and the Company hereby appoints the firm as Distributor for the sale of HOCCO Ice Cream products in wholesale and retail for a period of 10 [Ten] Years from Effective date of this Agreement [Initial Term].
- 2.2 Upon expiry of the aforesaid period of Distributorship, this Agreement shall stand renewed for another period of 5 [five] Years on the same terms and conditions, unless otherwise agreed in writing.

3. AREA OF DISTRIBUTORSHIP

- 3.1 Subject to any addition or reduction of the territory at the sole discretion of the Company in writing, "Territory" for the purpose of this agreement shall mean **Part of Solapur.**
- 3.2 It is understood and agreed by the Distributor that the Company, at its sole discretion shall have the right to appoint another Distributor/s within the same territory as that of the existing Distributor's territory and the existing Distributor shall have no right to raise any objection or claim any compensation whatsoever in this regard.
- 3.3 The Company shall have absolute authority to appoint any number of Distributors in the same Territory as that of the existing Distributor and the Distributor undertakes that it shall have no right to object to the decision of the Company or claim any loss/damage and/or compensation in this regard.

- 3.4 The Distributor further agrees that the Company shall have the right and sole discretion to increase and/or reduce the Territory of the Distributor from time to time which shall be intimated to the Distributor in writing and the Distributor shall have no right to raise any objection and/or claim any compensation whatsoever in this regard.

4. USE OF COMPANY MARKS

- 4.1 The Distributor acknowledges that the Company is the sole owner of the registered trademark "HOCCO" and other Trademarks, logos, devise Marks, Service Marks associated with the Company (hereinafter referred to as "**Company Marks**") and under this agreement the Company has granted no right, title or interest to the Distributor in Company Marks or any other proprietary marks associated with the Company.
- 4.2 The Distributor undertakes that it shall not use the Company Marks as part of its corporate or other legal name. The Distributor shall not use Company marks to incur any obligation or debt on behalf of the Company. The Distributor further undertakes that it shall not use the name 'HOCCO' or any other mark associated with the Company or any name resembling the proprietary marks of the company, as part of its company's name or business name, either during the Term of this agreement or after termination or expiration of it
- 4.3 Company expressly prohibits any direct or indirect use, reference to, or other employment of its name, trademarks, or trade name exclusively licensed to the Company, except as specified in this Agreement or as expressly authorized by Company in writing. All advertising and other promotional material will be submitted to the Company at least two weeks in advance for its approval. The Company shall submit to the Distributor in writing full particulars prior to any use of the authorized legends, on stationery, invoices, promotion material or otherwise, and shall not proceed with such use unless and until the Company's written approval shall have been received. Authorized legend shall be the following:

'HOCCO Ice-Cream'

- 4.4 If the authorized legend is used on any stationery, invoices, promotion material or otherwise by Distributor, Distributor agrees and undertakes that it shall, on termination of this Agreement, or upon request of Company, return such promotional, advertising or other materials to the Company and discontinue the use of such legend on any stationery, invoices, promotion material or otherwise and thereafter shall not use, either directly or indirectly in connection with its business, such legend or any other names, titles of expressions so nearly resembling the same as would likely lead to confusion or uncertainty, or to deceive the public.
- 4.5 The plastic boards, glow sign & other boards, structures and other advertisement materials provided by the Company shall be returned by the Distributor to the Company, in proper condition, within 24 hours of termination and/or expiration of this Agreement, failing which the Distributor shall be liable to pay the cost of the equipment/materials to the Company.

5. DISTRIBUTOR NOT TO KEEP OTHER PARTIES GOODS

- 5.1 The Distributor undertakes that it shall exclusively keep in its shop or Parlour or store or godown, the products of the Company only and that the Distributor shall not keep or store in his shop/storehouse/godown and/or sell any Ice Cream, softy Ice Cream,

Frozen desserts or other like products similar to that of the Company, which have been manufactured by any other Company/person/entity.

- 5.2 In case of breach of this clause, the Company shall be entitled to terminate this agreement with immediate effect without prejudice to its other legal rights and remedies. The Distributor shall have no right to object to such premature termination of the agreement and the decision of the Company in this respect shall be final, conclusive and binding on the Distributor. The Distributor agrees and undertakes that Company in this case shall also have the right to forfeit the **Security deposit** given by the Distributor to the Company and levy penalty upon the Distributor, the amount of which shall be solely decided by the Company and which penalty amount shall be paid by the Distributor within 3 days from the date of receipt of the notice. The Distributor shall also be liable to pay the Company all the pending/outstanding amounts within 3 days from the date of receipt of notice of the termination.

6. **ADVERTISING MATERIAL, GLOW SIGN, PLASTIC BOARDS ETC.** The Company shall as per its discretion and as it deems fit, provide the Distributor on its request, plastic boards, glow sign, other boards, danglers and other advertising materials and may incur such other expenses for advertising and promotion of sale of the products of the Company, in the Territory as defined under this agreement.

7. **SALE TO APPROVED DEALERS:** The Distributor agrees and undertakes that it shall restrict the sale of the products of the Company only to such Dealers as shared in Distribution Management System by the Company.

8. ORDERS

- 8.1 Each time an order is placed by the Distributor, the same shall have to be of minimum quantity of **150 Crates** units of ice-cream and the value of the order shall be of minimum value of Rs. **2,50,000**. Dispatching quantity below the minimum quantity shall be at the sole discretion of the Company.
- 8.2 Each single dispatch of goods to the Distributor for minimum units and of minimum value as referred above shall be supplied either by the Company or a particular C&F or a particular Super Stockiest, as may be solely decided by the Company.
- 8.3 The Company/Super Stockiest/C&F appointed by the Company shall supply only those products of the Company as may be available in stock with the Company/Super Stockiest/C&F in respect of the order placed by the Distributor. The execution of the order placed by the Distributor in respect of the remaining products not ready at that time shall be supplied according to the convenience of the C&F/Super Stockiest/Company.
- 8.4 The Company shall not be required to accept any Order and may refuse orders including but not limited to in the event of a material breach of this Agreement by Distributor or if Distributor fails to make any payments when due. Such cancellation, refrain or delay shall not constitute a breach of this Agreement on part of the Company and nothing in this Agreement shall prevent the Company from taking any other actions or proceedings against Distributor due to such breach.

9. OBLIGATIONS, DUTIES, RESPONSIBILITIES AND REPRESENTATION OF THE DISTRIBUTOR

- 9.1 The Distributor agrees and understands that the rights and obligations of the Distributor under this Agreement are non-exclusive, non-transferable and revocable. The Distributor further undertakes not to transfer any of its rights and obligations under this agreement to any third party.
- 9.2 The Distributor shall diligently and faithfully promote sales of the said products of the Company within the territory and safeguard the Company's interest to the best of its ability. The Distributor shall convey to the Company any information regarding demand or inquiries for the said product from outside the territory that may come to its knowledge.
- 9.3 The Distributor shall keep a watch on the activities of the competitors of the Company in the territory of the Distributor and report to the Company relevant information so as to enable the Company to take the appropriate action for promoting the sale of its products.
- 9.4 The Company shall fix the targets of the sales of its products every year which the Distributor shall be required meet and the same shall be communicated in writing every year to the Distributor.
- 9.5 The Distributor shall not, directly and/or indirectly or alone or in conjunction with others, promote the sale or sell the products of the Company to any person or party outside the territory, in absence of any written instructions from the Company.
- 9.6 The Distributor shall be given the products as per the rates fixed by Company from time to time on F.O.R. destination basis i.e., Distributor's storage place. The Distributor shall not be entitled for any other amount on any ground whatsoever either as commission or damage or rebate or otherwise by whatever name called.
- 9.7 The Distributor shall separately keep the damaged goods/products and have an appropriate sign-board reflecting the same.
- 9.8 The Distributor shall ensure that the Dealers in its territory do not charge higher price from the consumers than the Company's prescribed retail selling prices in the price list supplied by the Company in writing from time to time.
- 9.9 The rates to be charged by the Distributor from the Dealers shall be fixed by the Company from time to time and the list of the price to be charged from the Dealers shall be provided by the Company to the Distributor through the Distribution Management System.
- 9.10 The Distributor shall be solely responsible for proper and safe handling, carrying and storage of the said products and shall be responsible for damages/losses due to improper, poor and/or negligent storage of the products, improper handling of the products at the time of loading and unloading, destruction during the course of storage, theft or otherwise.
- 9.11 The Distributor shall be liable to take all possible insurance covers for its storehouse/shop/godown for against force majeure conditions, theft, fire or any kind of destruction to the said products and the payment of premium for such Insurance shall be the sole responsibility of the Distributor.
- 9.12 The Distributor Shall, at its own cost and expense, be solely responsible for obtaining and renewal thereof on expiry of GST registration, FSSAI and any other required licenses and permits to comply with all applicable statutory stipulations for running the business of a Distributor. The Distributor undertakes to comply with all local, state and national laws, statutes and other regulations and non-legal requirements in particular those concerning business being carried out by the Distributor. The Distributor shall provide the Company an attested copy of the GST Registration Number as obtained.

9.13 The Distributor agrees and undertakes to indemnify the Company and keep indemnified against all loss, damage or liability incurred by the Company as a direct or indirect result of conduct of the Distributor's business, acts or omissions, including but not limited to all costs, claims, suits, actions, proceedings, damages, losses, penalties, fines, taxes, statutory and other liabilities and expenses of investigation and defense of any claim, including legal fees and disbursements and consultants' fees and disbursements consequential or otherwise, arising out of:

- (i) failure to comply with or contravention of any laws, applicable present and future authorizations, registrations, duties of care, codes of conduct, regulations, notices, permits, consents, approvals and licenses issued, imposed or directed by any relevant body,
- (ii) the deliberate act, error, negligence, breach or omission by the Distributor or its employees or
- (iii) any failure by the Distributor or its employees to comply with any provision of this agreement or the Manual or any instruction given in writing by the Company.

The Distributor shall notify the Company in writing within Seven (7) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation of the Distributor's business.

9.14 The Distributor shall be under an obligation to keep its Depot, Shop, Parlour or Storehouse/godown open and supply to the dealers the product of the Company on all seven days of the week throughout the year and ensure uninterrupted supplies to its dealers as per their requirements.

9.15 In the event of a machine failure or electricity failure at any of the dealers' place, the Distributor undertakes to make arrangements to lift/preserve the goods and store it in Distributor's premises/storehouse/godown. However, if the Distributor is unable to send its vehicle, then the Distributor shall have to reimburse to and from transportation cost to the dealer for bringing the products to the Distributor's place.

9.16 At the time of purchase of the said products by the Distributor, the quantity and the packing of the Company shall be considered as final and binding and the Distributor will not be entitled to challenge the same.

9.17 The Distributor shall, with the active guidance from the Company if required, develop a system to prevent possible legal issues from the authorities. However, if any samples of ice cream are being drawn by the health department or competent Government departments, the Distributor shall immediately inform the Company with the Code no. and other details failing which he shall be liable for the costs, expenses or losses that may have arisen.

9.18 The Distributor shall keep and maintain, in proper state and condition, all the registers, books of accounts, challans, vouchers, receipts, invoices/bills and all other documents and records including but not limited to Sales Register, Delivery Challan's or any other record etc. as may be required for properly and efficiently transacting the business. The cost of coordinating, execution and maintaining the above details shall be borne by the Distributor.

9.19 The Distributor agrees that, if so warranted, the authorized officers/representatives and/or auditors of the Company shall be entitled to enter, without prior notice, the godown where the said products are/may be stored for the purpose of inspecting the

conditions thereof and in such a case the Distributor agrees to provide full cooperation to the representatives/officers of the Company.

- 9.20 The Distributor shall, at its own cost and expense, observe and comply with all applicable laws, ordinances, notifications, rules, regulations, legislative or other enactments or modifications thereof as may be in force from time to time relating to or in any ways pertaining to this Agreement and shall indemnify and keep indemnified the Company from and against all claims, demands, fines, penalties, actions proceedings, expenses and other liabilities whatsoever (made, imposed, brought against, incurred or suffered by the Company) which may arise due to non-compliance of the above by the Distributor.
- 9.21 In the case of any sampling or product check by health & food safety department, Municipal Corporation Authorities for the same or any other authority, the Distributor shall immediately communicate regarding the same to the Company in writing.
- 9.22 The Distributor shall not make any commitment or admit any claim on behalf of the Company before any authority relating to the products of the Company. All claims and/or disputes in relation to the Company's products shall be solely investigated and decided upon by the accredited officers/authorized representatives of the Company provided the product has not been deteriorated and/or damaged due to the poor, improper and negligent storage conditions on part of the Distributor. The Distributor agrees and undertakes to provide complete cooperation in any such dispute and/or proceedings as and when required by the Company. It is however clarified that all suits/proceedings, claims, demands penalties relating to poor, negligent and/or improper storage conditions, non-compliance of laws, statutes and/or any rule or regulation and/or third-party claims of dealers or any other person/entity shall be the sole responsibility of the Distributor and the Distributor shall keep the Company indemnified against the same.
- 9.23 The Distributor agrees and undertakes the staff, personnel and labor employed and/or engaged by the Distributor shall for all material purposes be the employees of the Distributor and in no circumstances shall the Company be liable for them. The Distributor hereby agrees to indemnify and hold harmless the Company/its directors and its employees against any dispute or claim of the employees/labors and/or staff of the Distributor.
- 9.24 Unless otherwise agreed in writing between the Parties, Distributor shall pay any and all of its costs and expenses under this Agreement and shall be solely responsible for the acts, omissions and expenses of its employees and representatives.
- 9.25 Distributor hereby acknowledges that its actions and reputation will have an impact on the reputation of the Company and the said Products. Distributor shall comply with all applicable laws, policies and regulations in the Territory, and shall be solely responsible for securing any government or other licenses, permits or clearances required for the import, license and distribution of the Products under this Agreement, and shall bear all costs and expenses in connection with the foregoing. Without derogating from the aforesaid, Distributor hereby undertakes to fully comply with any applicable law and regulations promulgated in the Territory in connection the Products, the Software or Equipment. Distributor shall fully indemnify and hold the Company harmless against any and all claims arising out of Distributor's breach of its aforementioned undertaking.

- 9.26 Distributor undertakes to keep the temperature below -18 (Eighteen) degree centigrade in the cold storage. The temperature shall be maintained and monitored by the Distributor round the clock on all the days.
- 9.27 Distributor shall use the Company provided Distribution Management System for the purpose of billing and shall not raise any bills outside the DMS.

10. RELATIONSHIP OF PARTIES

- 10.1 The relationship between the parties established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the Distributor are expressly reserved to the Company. The Distributor shall have no right, power or authority in any way to bind the Company for fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied.
- 10.2 Nothing contained in this Agreement shall be construed to make the Distributor the agent for the Company for any purpose and neither party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other party. The Distributor specifically agrees that it shall have no power or authority to represent the Company in any manner, that it will solicit orders for products as an independent contractor in accordance with the terms of this Agreement, and that it will not at any time represent the Company in any manner and also the Distributor shall solicit orders for products as an independent contractor in accordance with the terms of this Agreement, and that it will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority not expressly granted by this Agreement.

11. FORCE MAJEURE

Distributor agrees and acknowledges that the Company shall not be responsible for and shall incur no liability of any kind whatsoever for inability to supply the product for causes beyond its control and in particular but without prejudice to the generality of the foregoing, by war, strikes, lock-outs, Acts of God, riots or civil commotions, shortage of labor or material, defects in machinery or working thereof or for delay in supply of products, transportation difficulties, power failures or Government Regulations encountered by the Company. In such eventualities, the Distributor shall not be entitled to institute any civil or criminal proceedings against the Company for damages, compensation, etc and/or hold the Company liable for the same.

12. PAYMENT

The Distributor shall have to make the payment on bill-to-bill basis maximum within 7[days] from the date of Invoice. However, in case, the outstanding amount at any given point of time reaches the agreed credit limit as stipulated by the Company even before 7 days, the Distributor shall be liable to release the outstanding amounts/Invoices immediately. In case the Distributor fails to pay within the stipulated time, Distributor shall be liable to pay to the Company/Super-Stuckist/C&F, interest @ 18% p.a. on such outstanding amount from the date the payment became due till the date of realization of the payment by the Company. The Company also reserves the right, in addition to any other remedy available under law or pursuant to this Agreement, in its sole discretion be entitled to discontinue the supply of the products or delay delivery of the products and the outstanding dues payable by the Distributor shall be liable to be adjusted against the **Security deposit** referred to herein above and the balance amount remaining, if any, after adjusting the same against the **Security deposit**, shall have to be paid by the Distributor within 3 [three] days from the demand notice by the Company. In case of failure of payment on part of Distributor

at any time, the Company shall have the sole right to terminate this agreement without prejudice to recovery of all the payments, dues, outstanding amounts, losses, damages etc. from the Distributor to the Company/Super-Stockist/C&F, as the case may be, and forfeit the **Security deposit**.

13. ASSIGNMENT

This Agreement constitutes a personal contract and Distributor shall not transfer or assign same or any part thereof without the advance written consent of Company, however, the Company shall, at its sole discretion, assign this Agreement, which shall not dissolve the Distributor from fulfilling its obligations under this Agreement.

14. TERMINATION

14.1 The Distributor agrees and acknowledges that this Agreement is terminable solely at the option of the Company without any reason to be given to the Distributor. If this Agreement is terminated on any ground whatsoever, the Distributor shall not be entitled for any amount as damages or compensation for any kind of loss whatsoever or on any other ground.

14.2 The Distributor acknowledges and agrees that each of the Distributor's duties and obligations described in this Agreement is a material and essential obligation of Distributor and non-performance of such obligations will adversely and substantially affect the Company and its business.

14.3 The Company under this agreement has an option to:

- (a) Terminate this Agreement forthwith by notice in writing to Distributor if the Distributor fails to remedy any breach within a period of 15 days of the date receipt of a written notice from the Company to that effect. or
 - (b) Terminate this Agreement forthwith with immediate effect, without giving any prior notice, if:
 - (i) The Distributor commits any breach of its obligations under this agreement;
 - (ii) The Distributor is in persistent breach of its obligations under this agreement;
- OR
- (c) Terminate this Agreement at any given point of time, at its sole discretion, by giving prior notice of 3 days in writing to the Distributor and without being under an obligation to assign any reason for termination.

14.4 The Distributor will have no right to dispute or object the decision of the company in relation to the termination of the Agreement and the same shall be final and binding upon the Distributor.

14.5 The Distributor agrees and undertakes that in case of termination of this due to breach of any of the provisions of this Agreement and/or due to non-performance or non-fulfillment of any of the conditions of this Agreement or any act of commission, omission, negligence, misconduct or fraud on the part of the Distributor which renders this Agreement terminable by the Company or if at the request of the Distributor to the Company to be relieved from this Agreement and terminate this Agreement, then the **Security deposit** paid by the Distributor shall stand forfeited. This shall be without prejudice to and in addition to the right of the Company to demand from the Distributor and Distributor shall be liable to pay to the Company the initial sales promotion expenses as well as expenses like painting, plastic boards and other structures etc,

outstanding dues/amounts due and payable to the Company and other expenses, damages, loss incurred by the Company.

14.6 The Distributor agrees and acknowledges that the termination or expiry of this agreement shall be without prejudice to any claims, demands, dues, outstanding amounts due and payable to the Company and/or against the Distributor for any antecedent breach of any of the terms and conditions of this agreement.

14.7 The Distributor acknowledges and covenants that Distributor's violation of any of the provisions or covenants in this agreement will cause irreparable harm to Company. Accordingly, the Distributor agrees that the Company will be entitled, in addition to any other remedies it may have under this Agreement, at law or in equity, to obtain specific performance of, or an injunction against the violation of the requirements of these provisions or covenants, or any similar relief against Distributor in any court of competent jurisdiction having authority to grant this relief, together with all costs and attorney's fees that the Company incurs in bringing this action.

14.8 On termination of this Agreement, Distributor shall within 3 [three] days from the date of termination reimburse, as demanded by the Company, all the expenses incurred by the Company towards advertisements, newspaper articles etc. Further, the plastic boards, glow sign & other boards, structures and other advertisement materials provided by the Company shall be returned by the Distributor to the Company, in proper condition, within 24 hours of termination and/or expiration of this Agreement, failing which the Distributor shall be liable to pay the company the amount equivalent to the cost of the equipment/materials.

15. JURISDICTION

This Agreement and all rights and obligations of the parties hereto shall be governed and construed in accordance with Indian Law and the Parties hereby submit to the exclusive jurisdiction of the appropriate courts in Ahmedabad.

16. DISPUTE RESOLUTION

If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding any question, including the question as to whether the termination of this Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably. In the event of failure to resolve the dispute amicably between the Parties within 30 days from the date of notice of the dispute by a party to the other, the same shall be referred to arbitration by a sole arbitrator, who shall be mutually appointed by the Parties. The arbitration shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and/or re-enactment thereof for the time being in force. The award of the Arbitrator shall be final and binding on the Parties. The seat and venue of arbitration shall be Ahmedabad and the language of the arbitration and the final award shall be in English. The provisions of this Clause shall survive the termination of this Agreement for any reason whatsoever.

17. MISCELLANEOUS

17.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements in connection with the subject matter hereof. No employee or agent of the Company is authorized to make any

representation or warranty not contained in this Agreement and the Distributor acknowledges that it has not relied on any such oral or written representations. No variation or waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by the Company and the Distributor or their duly authorized representative or employee. This agreement is executed at Ahmedabad by the parties of their own free will and without any undue influence or coercion and the same will be binding upon the parties.

- 17.2 Appendix/Schedules: The Appendixes/Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Appendixes/Schedules.
- 17.3 Amendments: This Agreement may be changed, amended or otherwise modified only with the mutual consent of the parties in writing, executed by the duly authorized representatives of both Parties.
- 17.4 Parties Relationship: Nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a joint venture or a partnership or employee – employer, principal-agent relations between the Parties.
- 17.5 No Assignment: The Distributor shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Company. Any assignment without the required consent shall be null and void. For the avoidance of doubt, the Company may assign any or all of its rights and obligations under this Agreement and may fulfill its obligations under this Agreement through its subsidiaries and affiliates.
- 17.6 Severability: If any provision of this Agreement is determined by a court or arbitrator to be void, invalid, illegal, excessively broad unreasonable or unenforceable in any respect, this determination shall not affect the validity of any other provision in this Agreement.
- 17.7 Waiver: Any failure or delay by the Company to execute and/or implement any of its rights under this Agreement or under any applicable law, shall not be construed as a waiver of such rights and the Company shall be entitled to execute and/or implement these rights at any later date.
- 17.8 Survivorship: All obligations and duties hereunder which shall by their nature extend beyond the expiration or termination of this Agreement, shall survive and remain in effect beyond any expiration or termination hereof.
- 17.9 No Implied Waivers: The failure of the Company at any time to require performance by the Distributor of any provision hereof shall not affect the right of the Company to require performance at any time thereafter, nor shall the waiver of the Company of a breach of any provision hereof be taken or held to be a waiver of a provision itself.
- 17.10 Counterparts: This Agreement may be executed in two or more counterparts, each of which be deemed an original, but all of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no Party shall be bound until all the other Party has duly executed a counterpart of this Agreement. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.
- 17.11 Notices: A notice or other communication required or permitted to be given or made under or in connection with this Agreement shall be in writing in English and shall be delivered by registered mail (speed post/courier/registered A/D), sent by fax or through email to the party due to receive the notice or communication at its address set out in this Agreement or another address as specified by that party by written notice to the other. In the absence of evidence of earlier receipt, any notice or other communication shall be

deemed to have been duly given, if delivered by registered mail, when delivered to the address referred to hereinabove, and if sent by fax, on completion of its transmission and if sent by email, on completion of delivery of email on the email-id given.

If Notice/Communication to the Company

[HOCCO INDUSTRIES Pvt. Ltd.]

[12th-13th Floor, Elanza Vertex, Sindhu Bhavan Marg, Bodakdev, Ahmedabad – 380059]

If Notice/Communication to the Distributor

[SAIRAM AGENCIES]

[Akkalkot Road, C- 30/17, MIDC, Solapur, Solapur, Solapur, Maharashtra, 413006]

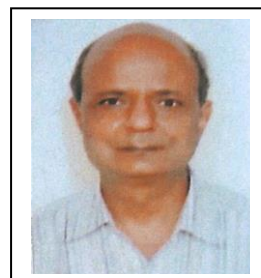
17.12 Electronic Signature: The Parties may enter into this Agreement by electronically signing (such as Aadhaar OPT, digital signature etc.) and transmit this Agreement electronically or by other agreed electronic means (such as but not limited to DocuSign, Adobe Sign and SignRequest) and the Parties acknowledge that the electronically signed and transmitted agreement so executed and delivered by electronic means shall have the same legal force as if manual/physical signatures have been affixed and original has been received. This electronically signed agreement same shall be legally enforceable in Court.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate on the day and year first above written.

SIGNED and DELIVERED
By the within named Company

M/s. HOCCO INDUSTRIES PVT. LTD.



CHETAN RAVAL
(AUTHORISED SIGNATORY)

SIGNED and DELIVERED
By the within named Distributor

For
PAN No: AMAPR8890D
GST No.: 27AMAPR8890D1ZP



SAIRAM AGENCIES
Through its Sole Proprietor
Mr. Subodh Maheshkumar Rathi



ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

નામાંકન ક્રમ સંખ્યા/ Enrolment No.: 0124/11216/01262

To
ચેતન રાવલ
Chetan Raval
S/O, Gunvantray Raval
29, Abhinandan Society
Opp Kendriya Karmachari Nagar,
Near Ranna Park,
Ghatlodiya
Ahmedabad City
Ahmedabad Gujarat - 380061
9909008421

Signature Not Verified
Digitally signed by
UNIQUE IDENTIFICATION
AUTHORITY OF INDIA
Date: 2023.03.27 08:18:32
UTC



તમારો આધાર નંબર / Your Aadhaar No. :

3563 1279 2270

VID : 9103 1967 3407 6643

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



ચેતન રાવલ
Chetan Raval
જન્મ તારીખ/DOB: 25/12/1963
પુરુષ/ MALE

Issue Date: 17/02/2013

3563 1279 2270

VID : 9103 1967 3407 6643

મારો આધાર, મારી ઓળખ



Government of India



માહિતી / INFORMATION

- આધાર એ ઓળખાણનું પ્રમાણ છે. નાગરીકતાનું નહિ.
- આધાર અનન્ય અને સુરક્ષિત છે.
- ઓળખ ચકાસવા માટે સુરક્ષિત QR કોડ/ ઓફલાઇન XML/ ઓનલાઇન પ્રમાણીકરણનો ઉપયોગ કરવો.
- આધારના તમામ સ્વરૂપો જેમ કે આધાર કાર્ડ, PVC કાર્ડ્સ, eAadhaar અને mAadhaar સમાન રીતે માન્ય છે. 12-અંકના આધાર નંબરની જગ્યાએ વર્ચ્યુઅલ આધાર ઓળખ (VID)નો પણ ઉપયોગ કરી શકાય છે.
- 10 વર્ષમાં ઓછામાં ઓછું એકવાર આધાર અપડેટ કરો.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી લાભો/સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- આધારમાં તમારો મોબાઇલ નંબર અને ઇમેઇલ આઇડી અપડેટ રાખો.
- આધાર સેવાઓ મેળવવા માટે સ્માર્ટફોન પર mAadhaar એપ ડાઉનલોડ કરો.
- સુરક્ષા સુનિશ્ચિત કરવા માટે લોક/અનલોક બાયોમેટ્રિક્સ/આધાર સુવિધાનો ઉપયોગ કરો.
- આધાર મેળવવા માંગતા સંગઠનોએ યોગ્ય સંમતિ મેળવવી જરૂરી છે.
- Aadhaar is a proof of identity, not of citizenship.
- Aadhaar is unique and secure.
- Verify identity using secure QR code/offline XML/online Authentication.
- All forms of Aadhaar like Aadhaar letter, PVC Cards, eAadhaar and mAadhaar are equally valid. Virtual Aadhaar Identity (VID) can also be used in place of 12 digit Aadhaar number.
- Update Aadhaar at least once in 10 years.
- Aadhaar helps you avail various Government and Non- Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app on smart phones to avail Aadhaar Services.
- Use the feature of lock/unlock Aadhaar/biometrics to ensure security.
- Entities seeking Aadhaar are obligated to seek due consent.



ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India



સરનામું :
ગુણવંતરાય રાવલ, 29, અભિનંદન સેસાઇટી, કેન્દ્રિયા કર્મચારી
નગર સમાજ, રનના પાર્ક પાસે, ઘાટલોડિયા, અમદાવાદ શહેર,
અમદાવાદ,
ગુજરાત - 380061

Address:
S/O, Gunvantray Raval, 29, Abhinandan
Society, Opp Kendriya Karmachari Nagar,,
Near Ranna Park,, Ghatlodiya, Ahmedabad
City, Ahmedabad,
Gujarat - 380061

Download Date: 27/03/2023



3563 1279 2270

VID : 9103 1967 3407 6643

1947 | help@uidai.gov.in | www.uidai.gov.in

HOCCO INDUSTRIES PRIVATE LIMITED

Registered office: 12-13th Floor, 1201-1204, 1301-1302, Bodakdev, ElenzaVertax, Sindhu Bhavan Road ThaltejDaskroi Ahmedabad - 380059

CIN: U32909GJ2023PTC139242

Email Id: chetan.raval@hocco.in

CERTIFIED TRUE COPY OF THE 11/2023-24 MEETING OF THE BOARD OF DIRECTORS OF HOCCO INDUSTRIES PRIVATE LIMITED HELD ON TUESDAY, 29TH AUGUST, 2023 AT 11:00 A.M. AT ITS REGISTERED OFFICE SITUATED AT 12-13TH FLOOR, 1201-1204, 1301-1302, BODAKDEV, ELENZA VERTAX, SINDHU BHAVAN ROAD THALTEJ, DASKROI 380059.

TO GIVE AUTHORITY TO MR. CHETAN RAVAL ON BEHALF OF THE COMPANY:

The Chairman informed to the Board that it is necessary to authorize someone on behalf of the Company to sign, execute, any types of agreements including Leave and License agreement, franchisee agreements, dealership agreement or any other type of agreements, as may be required from time to time and to do all other acts and things which are necessary and incidental for the smooth operation of the Company.

After due deliberation and discussion, the Board passed the following resolution unanimously as:

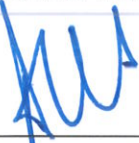
"**RESOLVED THAT** consent of the Board be and is hereby accorded to authorize Mr. Chetan Raval to act as an authorized representative of the Company and to sign, execute, any types of agreements including Leave and License agreement, franchisee agreements, dealership agreement or any other type of agreements, as may be required from time to time and to do all other acts and things which are necessary and incidental for the smooth operation of the Company.

RESOLVED FURTHER THAT the aforesaid power entrusted to the said official shall be valid and effective unless revoked earlier by the Board or shall be exercisable by him so long as he is in the concerned to the Company.

RESOLVED FURTHER THAT a copy of this resolution be submitted to the Government and all concerned department / authority with a request to act upon the resolution."

//CERTIFIED TRUE COPY//

For, HOCCO INDUSTRIES PRIVATE LIMITED



Ankit Pradeep Chona

Director

DIN: 01670485



भारतीय विशिष्ट लोकसं प्रमाणिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

नौदणी क्रमांक/Enrolment No.: 1037/32006/01570

To: Subodh Maheshkumar Rathi
(सुबोध महेशकुमार राठी)
In Front Of Telephone Exchange
2 Ashirwad Apartment, Damani Nagar
Solapur
Maharashtra - 413001

Date: 17/05/2011



EY 06799849 5 IN

Ref. No: 17052011-05555

आपला आधार क्रमांक / Your Aadhaar No. :

3779 5269 4930

आधार - सामान्य माणसाचा अधिकार



भारत सरकार

GOVERNMENT OF INDIA

सुबोध महेशकुमार राठी
Subodh Maheshkumar Rathi



जन्म वर्ष / Year of Birth : 1988
पुरुष / Male

3779 5269 4930



आधार - सामान्य माणसाचा अधिकार

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUBODH MAHESHKUMAR RATHI

MAHESHKUMAR RAMKUMAR RATHI

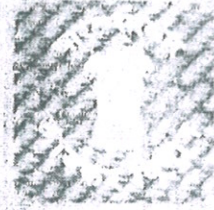
01/12/1988

Permanent Account Number

AMAPR8890D

S. M. Rathi

Signature



23/11/2007