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**DECLARATION**

I, **Hiralal Eshwarlal Mandaware**, of **Shop No. 1, Ground Floor, Ghati Road, Jubli Park, Chhatrapati Sambhajinagar (Aurangabad), Maharashtra 431001**, hold the position of **Director** in **MANAVATA PHARMA PRIVATE LIMITED** having CIN **U24290MH2021PTC371391** / GSTIN **27AAPCM1753L2ZX** (hereinafter referred to as "I, We or Us") and I do hereby solemnly and sincerely declare as follows:

- i) I am duly authorised to make this declaration.
- ii) The goods/services (**Product**) on which the license has been obtained are as follows (please select by ✓):
  - Homeopathy products
  - Allopathy products
  - Medical Devices
  - Surgical products manufacturers and exporters Distributors
  - Retailers
- iii) I further declare that We are the supplier/reseller/manufacture/brand owner of the Product and is desirous of retailing the Products to end customers on [www.flipkart.com](http://www.flipkart.com), Flipkart app and Flipkart lite (collectively referred as "**Platform**").
- iv) We hereby represent, warrant, covenant and undertake that we have obtained and shall continue to maintain in force all licences, permissions, authorisations and permits needed to distribute, market, supply and sell the Products on the Platform under applicable laws, from time to time, including, the Drugs Act and the Drugs Rules, Pharmacy Act, 1948 and the Pharmacy Practice Regulations, 2015, Drugs (Prices Control) Order, 2013 (collectively referred as **Drug Regulations**) and all applicable legislations under the laws of India in each case, as amended from time to time. Attached and forming part of this declaration, is Exhibit 'A', which is a license copy of Drug license (**License**) issued under Drug Regulation for the premises/location as specified in the License (as applicable).
- v) We hereby undertake to ensure that, for all times during which we may distribute, market, supply or sell the Products on the Platform, the representation, warranty, covenant and undertaking in this Declaration remains true and correct in all respects and that We are in full compliance with all applicable laws, from time to time, in particular **the Drug Regulations**. Further, we shall immediately notify Flipkart Internet Private Limited, in writing, upon the lapse of the Drug License and/or in case of receipt of any order, demand, warrant or document or any regulatory action with respect to the Drug License.
- vi) I agree and undertake that We shall not be selling/listing drugs scheduled under narcotics and psychotropic substances (including tranquilizer) on the Platform. We further undertake that listing of Products on the Platform shall be strictly as per the license provided in Exhibit A to this Declaration. Exhibit B is the Brand authorisation letter (if applicable).

- vii) I agree and undertake that We will not make or cause to make any misrepresentation or violation in relation to the Product, license or invoice generated for sale of Products on the Platform (as applicable).
- viii) I hereby declare and undertake that the products are genuine, sourced from original sources, not counterfeits and conform to the quality standards prescribed by Drug Regulation.
- ix) I further declare and undertake that no products will be listed/supplied/sold by Us to the end consumers which are expired or near expiring or beyond the shelf life as prescribed in the Drug Regulation. We undertake the full responsibility for product expiry and shelf life management.
- x) I confirm that any information provided with the Products concerning quality, purpose, user's guide, descriptions or any other papers for the Products are correct, not misleading and complete in all respects.
- xi) I agree, undertake and confirm that use of the Flipkart Platform by us shall always be governed by the sellers Terms of Use available at :  
<https://seller.flipkart.com/sell-online/terms-use>  
and privacy guidelines available at :  
<https://www.flipkart.com/pages/privacypolicy>
- xii) I agree and undertake that Flipkart shall not be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of sale of Products or any errors or omissions in the license/invoice/trademark (as applicable) or supply/sale of products on Flipkart Platform by Us
- xiii) We acknowledge that Flipkart Internet Private Limited has relied on this undertaking and that any breach hereof will cause irreparable harm to Flipkart Internet Private Limited and we unconditionally undertake to indemnify and hold Flipkart harmless against any and all damages, losses, expenses, claims and costs suffered by Flipkart to the extent that such claim, damages or other proceedings are, directly or indirectly, based on or arise on account of our Products and their content or the transactions undertaken by us on the Website as a consequence of any breach of applicable laws, unauthorised use or misuse of the license, issue of invoices to the end user by us as a result of sale of products on the Platform.
- xiv) Any amendment or changes hereto must be in writing and agreed to by Flipkart Internet Private Limited. Any other communication whether in writing or oral shall have no effect of diluting or reducing this undertaking.
- xv) We acknowledge and agree that Flipkart Internet Private Limited shall be permitted to assign or otherwise furnish this undertaking to any authority or person.

Your's faithfully

[Signature of the person making the declaration]

Declared at this [date] day of [month] [year]

**Exhibit A**

**License issued under Drug Regulation**

**Exhibit B**

**Brand Authorisation Letter**