

FRANCHISEE AGREEMENT

(On Rs. 100 Stamp Paper)

An agreement depicting the term and conditions settled between **M/s Biospectra Formulations (P) Ltd., Opposite Mahada, Viman Nagar, PUNE (MH) & M/s.....**
Place.....State.....for Franchisee of Biospectra.

We **M/s Biospectra Formulations (P) Ltd.** Pune through our **MD Mr. Rakesh Dhakare** and **M/s.....**
through its director/ Proprietor/ Partner Mr./Ms.....
do hereby solemnly affirm and declare that we have mutually settled the following terms and conditions applicable to both the parties.

- 1) That **M/s Biospectra Formulations (P) Limited** would Marketed By or supplies the products (as per the list attached) will be marketed by its franchise **M/s** in the assigned Area or State.
- 2) That the above brand names are the exclusive property of **Biospectra** and these brand name would not be hence forth given to any other franchisee marketing unit in same Area/State or neither other unit can be used.
- 3) That the these brand names (annexure enclosed) will be promoted by only M/s.....for themselves in the assigned..... Area or State.
- 4) That in case due to any technical flow or amendment of any act authorities impose extra duties at later date on the products of **Biospectra**, the **franchises** will be bear such duties and pay to the **Biospectra**, the differencing amount that the authorities impose on the Biospectra.
- 5) That the price list provided by Biospectra are subject to change without prior notice depends on Market bulk drugs price conditions and in such conditions (second party) **M/s.....**will cooperate to **Biospectra**.
- 6) That the **Biospectra** shall deliver the products for the second party at Gwalior. The second party will bear the expenses for collecting and transport the material from Gwalior. Any damage or shortage during transit shall be borne by the second party. Similarly, the expiry of the products shall entirely be the responsibility of the second party Transport expanses and Insurance will be borne by second party.
- 7) The utmost care shall be taken by the **Biospectra** to supplies the product to the entire satisfaction of the second party, However if any product is received back from the market due to any manufacturing defect with proof , whole expenses will be borne by the Biospectra at its own cost.
- 8) **In any cost M/s.....**
will not do any infiltration of their goods into the others appoint party/parties assign area/state. If Biospectra will found any legal evidences for such conditions Biospectra have all the rights to terminate this agreement without giving any notice to this assign party.

In normal condition the terminations of this agreement, three months notice is required to be served by any party intending to terminate the agreement. However rarely is an incident happened to debarred the party from getting the goods.

- 9) Payment term & condition as per enclosed annexure or **100% advance on dispatch** of goods. The minimum Business required per annum from the second party M/s.....in the assign area Rs. 3 Lac per annum/-district or Rs. 5 Lac per annum /-division and Rs. 24 Lac per annum for assign state.

We the **Biospectra Formulations (P) Limited & M/s.....** do hereby once again solemnly affirm and declare, that both the parties have mutually agreed upon above giving terms and conditions.

Biospectra Formulations (P) Ltd. **M/s.....**

Managing Director

Proprietor/Partner/Director

Witness (1):

Witness (2):