

Franchise Agreement.

This Agreement Is Hereby Made and Entered Into Agreement On This Day Of-----

Between

1) Nandini Masala Tea.

Having Its Franchise Development Division At;

Add:-.....

..... **The Franchisor.**

And

2)

Having Its Shoppe At;

----- **The Franchisee.**

WHEREAS, Franchisor Is Originator And Creator Of Nandini Masala Tea Brand ,
Subsequently, Known As The Franchise (Including Specific Design, Sings, And Color Combination,
Planning, Inventory And Schedule Of Business Policies And Standards I.E. Franchise System)

WHEREAS, The Nandini Masala Tea Is A Trademark And Has A Copyright Over It, about
to Apply for Registration In (Class 30 And Class 32) ,also going to apply for Trade Mark For
Goods Or Services(Other Than A Collective Mark Or A Certification Trade Mark) In The Register

SECTION 18(1), RULE 25 (2) OF THE TRADE MARKS ACT, 1999 In The Territory Of INDIA.

WHEREAS, Franchisor Has Developed , The Use, And Continue To Use And Control The Usage Of
Proprietary Interest, Trademark, Copyrights, Service Marks, And Trade Names In Connection With
The

Franchise And Business Purpose Of Thereof Including **Nandini Masala Tea** Which will be Registered
Trademark And Copyright shortly.

Whereas, Franchisee Desires To Acquire / Adopt And The Use Of The Franchise, And Trademark And
Service Names In Conduct Of A Business At A Specific Location, Under The Supervision Of And In
Accordance With The Service Standards Approved By The Franchisor.

Whereas, Franchisee, Understand the Importance of Franchisor's High and Uniform Standards
Of Quality, Appearance and Service. To The Value Of The Franchise And The Necessity Of Opening
And

Conducting Franchise Operations In Conformity With the Franchise And In Accordance With
Franchisor's Standards and Specifications.

AT, NATIONAL LEVEL TO ESTABLISH UNIFORMITY IN BUSINESS PRACTICES NANDINI

MASALA TEA HAVE FORMED BRAND. BY WHICH FRANCHISEE CAN DO THE BUSINESS ON
GIVEN QUALITY AND STANDARD NORMS. WITH A HUGE BRAND AND ITS SPREAD ,FRANCHISEE
WILL CREATE BUSINESS AT ANY PREFERRED LOCATION. THUS GIVING PERMISSION THROUGH
THIS AGREEMENT TO USE ITS LOGO ON EVERY MATERIAL OF YOUR BUSINESS. TO EVERY
FRANCHISEE NANDINI MASALA TEA WILL PROVIDE PRIMARY TRAININGS, GUIDANCE, BY
USING OUR BRAND NAME DO YOUR BUSINESS IS THE ESSENTIAL IMPRESSION OF THIS
AGREEMENT.

Now Thereof, In Consideration Of Mutual Covenants Set Forth Below, Franchisor And

Franchisee Agree As Follow:-

TERMS:

1) In Relation To Tea, the Business Shall Be Run Under the Brand Name of **NANDINI MASALA**

TEA, For Fulfilment Of Such, Franchisee Has To Buy Raw Material From Franchisor only if

Franchisee decided to buy from Local Market it has to take the permission of the franchisor and

Milk Fat should not be less than 6%, Raw material should not be used or share to other outlet or

brand without permission of Franchisor. **Raw material cost may changed which depends on market inflation rate which will be mandatory to accept by franchisee.** Need to Follow The Health And Food Safety And.

Franchisee should not act or behave such a way that which impact the business of nearby out let(branch) of **NANDINI MASALA TEA**, which includes -

- A) Location more than circle of 3 Kilometres with existing branch or retail shops.**
- B) Should not advertise which impact existing branch or outlet business.**
- C) Should not influence the workers working in existing branch or outlet which impact the business of existing branch or outlet.**

Hygienic Standards So To Maintain The Quality Of The Any Such Item. Franchisee Has To Use

Appropriate Processing Methods to Make Such Food Items So To Deliver Healthy And Quality

To Customers On At Franchisee Level.

2) **NANDINI MASALA TEA** Is A National Level Renowned Brand Promoting Uniformity In

Specification and Standards In This Business Practices. Only To Use Its Glamour And Public

Awareness This Brand Name Is Given Through Franchise Agreement, but, To Gain / Achieve

Sufficient Customer, Maintain Quality Of Raw Materials, Shoppe's Maintenance Is Not In

Concerns with The Franchisor, Hence Franchisor Is Not Relate Or Responsible For Any Shoppe

For Any Production, Supplies, Legal Issues, Customer Complaints Etc.

3) Franchisee Is Entitled To Create/ Design Shoppe, Print, Publish Stationary of Franchise In Any

Medium, Of Any Size or Designing But Cannot Modified, Altered Or Dimensions Of **NANDINI**

MASALA TEA A Brand Logo In Any Way Manner. This Is Agreed By Franchisee.

Whereas Furniture & Utensils related to making & Distribution of Tea should be compulsorily

Acquired from the Franchisor only. The cost for the same should be given Separately.

4) Franchisee/ Shoppe Owner Is Responsible And Has To Gain Government, Non Government Or Local Permissions, Food And Drug License, Shop Act Etc. Permissions. As Well As Liable To Pay All Types Of Taxes Or Relevant Charges Of Government/ Semi- Government/ Service Tax/ Sales Tax / Vat/ Every Other Taxes For The Franchisee. All Laws And Regulations Has To Be Followed And Regularized Is The Utmost Requirement Of Franchisee Business.

5) **NANDINI MASALA TEA**, Is Not Responsible For Any Permissions, Production, Materials Or Not in Any Way Guarantor of Shoppe's Business, Profit and Loses.

Franchise Has To Submit Settled Fees According To Free Structure Which Is A Non- Refundable In Any Scenario. In Relation To This **NANDINI MASALA TEA** Is Not Entitled Any Legal Proceedings, Which Is Agreed By Franchisee.

6) Franchise Permission And Agreement Will Stand Dissolve And Cancelled If Any Complaint Or Issue Occurred On the Shoppe Or In Relation, Thereafter Franchise Is Entitled To Run Business Anywhere. Franchisor Is Not Liable To Do Further Communication with Franchisee, Thereafter Franchisee Is Restricted To Use Of Franchisors Brand Name Any Where. This Is Agreed By Franchisee.

Fees Structure:

a) Franchisee Has Paid After Appropriate Application Bellowed Amount

This Fee Which Is Applicable For and Only One Franchise Or Shoppe.

b) Franchisee Has Agreed To Pay Rs 250000/-Rs in

words (Rupees Two Lacks Fifty Thousand only) For first 5 years.

Further, For Any Kind of Losses for Any Grounds Franchisor Is Not Liable or Responsible

Which Is Agreed By Franchisee/ Shoppe Owner, Franchise Cost Is Non Refundable Which Is Ultimately Held As A Brand Cost.

c) In addition to the Above Mentioned Franchise Fee there will be Renewal Fee, Which Is Rs.

50000/-Rs. (Rupees Fifty Thousand only) If Renewal Is Not Done Within the Given Period I.E. Prior To One Month Before.

Completion Of Fifth Year (from initial date of agreement) ,

And then there will be renewal fees 50,000/- (Rupees Two Lacks Fifty Thousand only) Rs for every three years and there off . If Renewal Is Not Done Within the Given Period I.E. Prior To One Month Before Completion Of third Year and Then This

Agreement and All Terms And Condition Of It Will Stand Terminated, Franchisee Has To Apply Again For The New Procedures.

7) **NANDINI MASALA TEA** will fix the price of the product as per their specification & the Franchisee owner has no right to bargain the same

Whereas Recipe technique of making Tea will be provided by Franchisor to Franchisee, Training For the same will also be provided with charging of Fees as determined by the Franchisor.

8) **NANDINI MASALA TEA** Has Reserved the Rights of Visit/ Inspection/ Checking Without The Prior Permission of Franchisee/ Shoppe Owner in Working Hour and If It Is Found In That Process That There Is A Violation Of Standards Norms And Terms Of This Agreement Then Franchisor Has Right To Take Appropriate Action Immediately.

9) Force Majeure:

Neither Party Shall Be Responsible Or Liable For Or Deemed In Breach Hereof Because Of Any Delay Or Failure In The Performance Of Its Obligations Hereunder

(Except For Obligations To Pay Money Due Prior To Occurrence Of Force Majeure Events Under This agreement) Or Failure To Meet Milestone Dates Due To Any Event Or Circumstance(A Force majeure Event) Beyond The Reasonable Control Of The Party Experiencing Such Delay Or failure, Including The Occurrence Of The Following:

(A) Acts Of God;

(B) Typhoons, Floods, Lightening, Cyclones, Hurricanes, Draught, Famine, Epidemic, Or Other Natural Calamities;

(C) Acts Of War Or Civil Unrest;

(D) Any Requirement, Action Or Omission To Act Pursuant To Any Judgment Or Order Of

Any Court or Judicial Authority

(E) Earthquakes, Explosions.

Both Parties Have Understood The Terms And Conditions Of This Agreement

Therefore Have Signed In The Presence Of Two Witnesses Herein.

FRANCHISOR.....

FRANCHISEE.....

AUTHORISED SIGNATORY.

AUTHORISED SIGNATORY

WITNESS 1

WITNESS 1

Signature:

Signature:

Name :

Name :

Address:

Address:

WITNESS 2

WITNESSES 2

Signature :

Signature:

Name :

Name :

Address :

Address: