

FRANCHISEE PARTNER AGREEMENT

THIS DEED OF AGREEMENT is made on this 24th day of **December**, 2022.

BETWEEN

"BOX N FREIGHT LOGISTICS SOLUTION PVT LTD a COMPANY Registered under the Companies Act 1956, having its Registered Office at, "Box N Freight Logistics Solutions" 11th Floor ,1102 ,Fenkin Belleza ,Ghodbander road , Thane west 400615 represented by its **Authorized Signatory Mr. Vishal Ambilwade Manager Channel Development** hereinafter referred to as the "**COMPANY**", (which expression shall unless inconsistent with the context mean and include its heirs, successors, legal representatives, executors, etc.) of the **FIRST PART**.

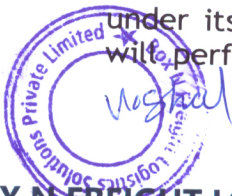
AND

M/s Santosh Laxman Sheroo having its Registered Office at wayade chawl, near swati studios JP Road goregaon east. 400063 represented by its Manager / Partner / Proprietor / Director / Authorised Signatory Mr / Mrs / Ms. Santosh Sheroo referred to as "**Master Franchisee / Super Franchisee Partner**" (which expression shall unless inconsistent with the context shall mean and include his/her/its heirs, successors, legal representatives, executors, etc.) of the **SECOND PART**.

The COMPANY and the FRANCHISEE PARTNER shall be individually referred to as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS the COMPANY is engaged in the business of Express distribution of freight, parcels and documents at Domestic and International level. The COMPANY with the intention of establishing wide network in the state of Maharashtra and to expand its business by providing expeditious services to all its customers, wishes to appoint FRANCHISEE PARTNER and the FRANCHISEE PARTNER shall appoint adequate number of Associate Channel Partners (ACP) under its supervision and control. All the appointed Associate Channel Partners will perform their activities and submit their report to FRANCHISEE PARTNER



S Sheroo



WHEREAS M/s. Santosh Shenoy.....
engaged in the business of providing courier and logistic services and has
approached the Company and has expressed its willingness to be appointed as
FRANCHISEE PARTNER of the Company in the state of **Maharashtra**.

WHEREAS M/s Santosh Shenoy.....has
represented to the Company that, it has the expertise personnel and sufficient
financial resources as per the requirements

of the Company to perform the services i.e. Sufficient number of pick-up
and delivery of shipments, it has independent office with
sufficient infrastructure, it has wide network and good client-base in the
region as well as having sufficient number of Associate Channel Partners to
perform the business operations efficiently.

WHEREAS M/s Santosh Shenoy.....represented
to the Company that it understands the requirements of the Company and
undertakes to perform their activities as per the Company Policy and norms.

WHEREAS based upon representation of M/s. Box N Freight logistics solutions pvt
ltd , the COMPANY has agreed to appoint M/S
Santosh Shenoy.....as FRANCHISEE
PARTNER of the Company.

WHEREAS the Company, relying on the representations and warranties of
M/S Santosh Shenoy.....as set out in
this Agreement, has agreed to appoint it as FRANCHISEE PARTNER of the
Company on exclusive basis at the place/ s as set out under this Agreement on
the terms and conditions appearing hereinafter;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

PERIOD: That this agreement shall be for the period of three years (3) years
wef. 24th December 2022 initial one (1) one year will be lock-in period for
SCP. That during the lock in period of one year the company sha quarterly
review the business performance of SCP.

Upon expiry of the agreement, it will be renewed for further period at the sole discretion
of the company.

Santosh Shenoy

1. LOCATION:

The SCP shall operate and perform its operation within the area as specified in

Schedule - A attached hereto this agreement.

2. APPOINTMENT OF ASSOCIATE CHANNEL PARTNER/S (ACP):

The SCP shall appoint Associate Channel Partner/ s (ACP) in consultation with the Company. **RIGHT RESERVED WITH THE COMPANY:**

The Company has not granted any monopoly to the Franchisee Partner to function in the area and the Company reserves the right to appoint any Channel Partner or open any branch office in the area of Super Channel Partner, where due to business constraints (i.e., Physical limitations, imitations or any other limitation that affects the achievement of the business goal) the Franchisee Partner is unable to perform services.

3. SCOPE OF SERVICES:

The Scope of services of Franchisee Partner is mentioned in detail in **Schedule - B** of the agreement **USE OF COMPANY NAME & LOGO:**

a) That the COMPANY is the sole and exclusive owner of its trademarks and copyrights and COMPANY assures that COMPANY's name & Trademarked logos are free from encumbrances.

b) That the FRANCHISEE PARTNER shall display and maintain COMPANY's name and logos and shall not vary, change or alter the same in any manner whatsoever.

c) That the FRANCHISEE PARTNER is only beneficial user of the COMPANY's name & Trademark Logo and this Agreement does not create a relationship of Principal and Agent and hence FRANCHISEE PARTNER cannot grant, convey, sell, transfer, assign the same or any of the rights granted to it under the same to any other person/ organization.

d) That if the FRANCHISEE PARTNER finds that the COMPANY's trademarks, copy rights, patents or other property rights are disputed or infringed by a third party, the FRANCHISEE PARTNER shall promptly inform the COMPANY thereof and assist the COMPANY in taking necessary steps to protect its rights.

e) That in the event infringement of intellectual property rights of the COMPANY, Company will be entitled to claim from the FRANCHISEE PARTNER adequate compensation for the damage caused notwithstanding termination of the FRANCHISEE PARTNER

4. TRADE SECRECY:

a) FRANCHISEE PARTNER will not at any time divulge to any customer or any of its Associate Channel Partner or any third person any trade or business secrets or any other matter relating to the said business which may become known to him by virtue of his position as FRANCHISEE PARTNER or otherwise. The FRANCHISEE PARTNER shall be true and faithful to the COMPANY in all dealings and transactions whatsoever relating to the business.

b) That during the continuance of this Agreement and up to 1 year after Termination or completion of agreement the SUPER CHANNEL PARTNER

shall not serve any other concern/COMPANY or be directly or indirectly

interested in whatever capacity in any business which may compete either directly or indirectly specifically with the business of Courier services of the COMPANY.

5. OFFICE SET-UP AND BUSINESS COMMITMENT:

a) Franchisee Partners shall not indulge any other similar business activities of Company, as it is appointed on exclusive basis.

b) That the FRANCHISEE PARTNER shall maintain at its expense an independent office used for the business of Courier with sufficient infrastructure in terms of men and material, including a dedicated Telephone connection/Telefax, name Board/noon sign with the COMPANY's logo properly displayed, and preferably equipped with computers, internet, etc. The maintenance of office by the FRANCHISEE PARTNER shall always be such as to befit the COMPANY's brand image and as prescribed by the COMPANY from time to time. Failure to do so shall be a sufficient ground for terminating the FRANCHISEE PARTNER by the COMPANY.

c) FRANCHISEE PARTNER shall prepare a Business Growth Plan, which shall be reviewed by Company from time to time on quarterly basis.

d) FRANCHISEE PARTNER shall assure quality of services to the customers and shall strive to expand the client-base and grow the business.

e) Moreover, to facilitate better business operation, the Company may pay the rent of the premises wherever it may deem fit. The decision of the Company in this regard shall be final.

f) The SCP will be given a KPI (Key Performance Indicator) which SCP must follow 100%. The details of KPI is mentioned in **Schedule - C** of the agreement.

6. STATIONERY EXPENSES:

- a) That during the entire tenure of this Agreement, all Operational Stationery i.e., Consignment Note Book, Delivery Run Sheet (DRS), Manifest etc., shall be supplied by the COMPANY to the FRANCHISEE PARTNER and its Associate Channel Partners on payment of such charges as may be fixed by the COMPANY from time to time. No stationery other than that supplied by the COMPANY shall be allowed. Use of stationary except above will be a sufficient ground to terminate the FRANCHISEE PARTNER and/or its ACPs.
- b) That the FRANCHISEE PARTNER shall place order for stationery/printed material with the COMPANY stating its requirement and they have to place an order well in advance with advance payment.
- c) That the FRANCHISEE PARTNER has to book all shipments on COMPANY Consignment Notes and forward the same on COMPANY Manifest after properly bagging the parcels / documents destination wise before handing these over to the COMPANY against proper acknowledgement.



7. OPENING OF BANK ACCOUNT:

a) That the FRANCHISEE PARTNER will open a Bank Account in his name/FRANCHISEE PARTNER name in his territory so as to permit/promote Cheque transactions of his firm.

b) That the FRANCHISEE PARTNER will not be allowed to open any Bank Account in the name of "BOX N FREIGHT LOGISTICS SOLUTION PVT LTD." or any similar name.

c) That the FRANCHISEE PARTNER or its ACPs shall have no authority to raise loans or borrow in the name of the COMPANY and it is expressly understood that the COMPANY shall in no way be responsible for any debts or other liability/ obligation created by the FRANCHISEE PARTNER or its ACPs for the purpose of business.

8. MAINTAINANCE OF RECORDS:

a) That The FRANCHISEE PARTNER shall maintain the data, accounts, books of accounts, files, documents and papers as per the approved authenticated systems of the COMPANY and shall enter all the particulars of the shipments booked, dispatched, received, delivered, the expenses incurred and the money received by the FRANCHISEE PARTNER in the software provided or approved by the COMPANY.

9. INSPECTION:

a) The company may from time to time inspect records and data maintained by the FRANCHISEE PARTNER whenever required. It shall be the duty of the FRANCHISEE PARTNER to provide prompt, smooth and easy access to the COMPANY to all the records and data maintained by it and shall co-operate the Company.

10. AUDIT:

b) FRANCHISEE PARTNER shall maintain true and proper statement of accounts relating to the business and shall appoint a Chartered Accountant to audit the same, if need be, the COMPANY also has the option to appoint a Chartered Accountant for the purpose.

c) That the FRANCHISEE PARTNER shall submit its audit Report every year to the COMPANY within 15 working days once Audit report is finalized.

11. FURNISHING OF RECORDS TO THE COMPANY:

d) FRANCHISEE PARTNER shall before the 7th day of each month provide information and data of the business and transactions of the preceding month to the Account department of Head office of the COMPANY in the form of a hard copy duly signed and sealed by the



e) FRANCHISEE PARTNER as well as a soft copy thereof and obtain an acknowledgment thereof.

12. SOFTWARE:

The FRANCHISEE PARTNER and its Associate Channel Partner's has to fill-up and update all the details of Customers', rates etc. in the Software of the COMPANY and also the FRANCHISEE PARTNER has to update software regularly.

The FRANCHISEE PARTNER has to update business data and delivery data regularly.

13. RECOVERY OF DUES FROM CREDIT CLIENTS:

The Franchisee Partner shall maintain the list of Credit Clients / Customers of its Associate Channel Partner's. It would be the sole responsibility of the Franchisee Partner to recover dues of its Associate Channel Partner's or its Credit Client/ Customers.

14. AGREEMENT WITH CREDIT CLIENTS AND D.P. CLIENTS:

f) That the Franchisee Partner or its Associate Channel Partner shall execute an agreement with their credit clients in their own name for providing courier services and the copy of the same shall be provided to the Company as and when demanded. Without agreement, no Services will be offered to the Credit Clients.

g) SCP/ ACPs shall raise bills in its own firm name to their credit clients and it shall be the sole responsibility of the SCP/ ACPs to recover outstanding dues from their Credit Clients.

15. MARKETING & ADVERTISEMENT:

h) FRANCHISEE PARTNER will market the COMPANY's products/services as per the terms and conditions and Marketing & Sales policy (schedule of rates prescribed and revised from time to time by the COMPANY) of the COMPANY communicated to the SUPER CHANNEL PARTNER by the COMPANY from time to time. If need be, the FRANCHISEE PARTNER will get necessary help from the COMPANY's Marketing Executives.



i) The FRANCHISEE PARTNER shall bear the full cost of sign boards and Banner to be affixed on the shop premises, as well as the cost of printing and stationery used for the booking of the shipments as well as uniform of all employees working under his supervision and control.

c) Further, for business branding COMPANY will make advertisement and promotional expenses at PAN India level using various modes of publication viz. Print media, Out Door, T.V. etc. for enhancing the business across India which ultimately provide benefits to the

FRANCHISEE PARTNER and CPs of the COMPANY across India therefore, the COMPANY will charge promotional expenses at such minimum rate from all SUPER CHANNEL PARTNERS and CPs across India as decided by the COMPANY keeping the interest of SUPER CHANNEL PARTNERS and CPs. Schedules and decision of the COMPANY regarding advertisement will be final. However, COMPANY may consider the SUPER CHANNEL PARTNER's and CPs suggestions in the said regard if it thinks fit.

d) The FRANCHISEE PARTNER will be at liberty to utilize various print/visual/ other means of advertisement as per his operational requirement for marketing and advertisement within his jurisdiction after due consultation and confirmation with the COMPANY. However, the expenditure on promotion and advertisement shall be permitted to FRANCHISEE PARTNER within his jurisdiction at their own cost and COMPANY will not reimburse or adjust the same against its monthly commissions.

e) If the COMPANY at any time objects to the SUPER CHANNEL PARTNER's advertisement and/ or promotion, in such event FRANCHISEE PARTNER shall immediately withdraw and/ or refrain from repeating such publicity. In particular, the FRANCHISEE PARTNER shall not make any inaccurate or unauthorized representation regarding the performance, tariff or availability of services.

16.ADHERENCE TO COMPANY POLICY WHILE BOOKING.

HANDLING AND DELIVERING THE SHIPMENTS:

j) That the FRANCHISEE PARTNER shall strictly adhere to the Policy of the company while booking, handling and delivering the shipments to customers and FRANCHISEE PARTNER will be solely responsible if it fails to abide by the COMPANY Policy. The said policy attached herewith the Agreement as Schedule - D.



17. CUSTOMER CLAIM & COMPENSATION:

- a) It would be the sole responsibility of the Franchisee Partner to look after its customer's / client's claim or query and compensate to Company if any litigation or Claim raised by its clients upon the Company.
- b) That in case of service failure, viz. Delayed delivery, short delivery, wrong delivery, pilferage of shipment, delivery of shipments in damaged condition etc., it is the duty of the FRANCHISEE PARTNER to acknowledge the complaints (both oral and written) assuring to investigate the case and to resolve the same at his cost and expenses.
- c) That it is the basic duty of the FRANCHISEE PARTNER to respond cautiously and courteously to the queries of the customers immediately without lapse of time and provide them with requisite information and solution. While doing so, the FRANCHISEE PARTNER should ensure the same falls within the framework of the existing COMPANY policies and procedures. The FRANCHISEE PARTNER on receipt of any complaint should get in touch with the respective Sub-Branch/Branch/AO /RO of the COMPANY and co-ordinate with the complainant without misleading the customers or making any false commitments, failing which the FRANCHISEE PARTNER will be liable for the consequences thereof.
- d) If the customers claim compensation due to service failure, then FRANCHISEE PARTNER shall be liable for settlement of claims, if any, and he has to negotiate and settle the claim with the customers.
- e) In case service failures are attributed to both the COMPANY and the FRANCHISEE PARTNER either in the Origin or Destination or Intermediate points, then the settlement of claims, if any, would be shared in the requisite manner
- f) based on the investigation carried out by the BM/ AM/RM/ AGM/DGM/GM, as the case may be. The decision of the COMPANY in this regard shall be final and binding to the FRANCHISEE PARTNER
- g) In the case of dox and non-dox, the COMPANY's liability will not exceed an amount equivalent to 10 times of freight charges in case of dox and 5 times of freight amount in case of non-dox or the value of the consignment declared on the docket whichever is less and every FRANCHISEE PARTNER shall ensure that such condition is prominently printed on the consignment notes issued by the concerned FRANCHISEE PARTNER



- h) In case of any complaint or the fact of any such article being lost or misplaced coming to the notice of the SUPER CHANNEL PARTNER, the FRANCHISEE PARTNER shall immediately and not later than 1 working day communicate to the COMPANY in writing all the details and particulars of such consignment and also communicate to the COMPANY the details of the steps taken by the FRANCHISEE PARTNER for the resolution of such complaint or loss.
- i) The COMPANY shall not be liable in any manner if the FRANCHISEE PARTNER fail to strictly adhere to the aforesaid condition and the sole responsibility and/ or liability shall be that of the concerned FRANCHISEE PARTNER

18. CONSUMER FORUM/CIVIL/CRIMINAL CASES:

If there is failure in resolving the complaints amicably, the customers are likely to approach the Consumer Forum / Civil / Criminal Court.

- a) That in such cases, it is essential for the FRANCHISEE PARTNER to coordinate and attend the cases in consultations with the respective Head Office and legal adviser of the COMPANY, as the case may be, whenever any case is filed against the COMPANY or the FRANCHISEE PARTNER himself, either as a 1st party or 2nd party in the Forum/ Court.
- b) That all Consumer/ Civil/ Criminal cases belonging to the FRANCHISEE PARTNER will be handed promptly by the FRANCHISEE PARTNER independently under intimation to and guidance from the Head Office.
- c) That whenever the Consumer Forum/ Court order is awarded in favor of the customer or either against the FRANCHISEE PARTNER or the COMPANY, it would be the sole responsibility/liability of the concerned FRANCHISEE PARTNER to bear such liability and/ or costs thereof. In any case, the COMPANY's liability shall be limited to the extent mentioned in Clause No.20 (6) herein above.



19. SECURITY DEPOSIT:

- a. (i) That the FRANCHISEE PARTNER shall pay Rs. 5000/- (Rupees Ten Thousand) as Minimum Wallet Recharge to the COMPANY for due observance and performance of terms and conditions of the agreement. The company reserve the right to present the security cheque for release against the outstanding dues of FRANCHISEE PARTNER after due intimation.

(b) That the Security deposit of the FRANCHISEE PARTNER will be revised and/ or enhanced by COMPANY based upon SUPER CHANNEL PARTNER's average monthly business turnover.

(c) That under no circumstances the FRANCHISEE PARTNER Security

Deposit shall be adjusted towards settlement of Transshipment Bills,

Advertisement, Stationery, franchisee charges dues, etc. save and except in the case of a FRANCHISEE PARTNER being closed/ terminated as per terms and conditions of the agreement.

20. TRANSSHIPMENT & FRANCHISEE CHARGES:

- a) That as a consideration for Transshipment & use of the COMPANY's name, goodwill and its extensive network & facilities, the FRANCHISEE PARTNER shall pay Franchisee Charges to the COMPANY as per **Rate Card** broadly specified in **SCHEDULE-E**.
- b) In case of International booking the Company shall charge commission as per the Rate Card specified in **SCHEDULE-E**.

21. PERMISSION & INTIMATION OF CHANGES, IF ANY:

The FRANCHISEE PARTNER has to strictly follow COMPANY's instruction to make changes in office premises or its location. That in the event of change of place of business/address /Contact Numbers/Email I.D. of the FRANCHISEE PARTNER Offices/residence or any other related changes, the FRANCHISEE PARTNER shall intimate in writing such changes to the COMPANY within 48 hours of change. In case of non-compliance to these terms, COMPANY may impose penalty as may deem fit.

22. STATUTORY REQUIREMENT & OBLIGATIONS:

- a. That for all legal purposes and statutory obligations (PF/ESI/PT/GST/Shops & Commercial Establishment Act. etc.) The FRANCHISEE PARTNER is a separate entity from the COMPANY.



b. That the FRANCHISEE PARTNER shall engage/ appoint number of Associate Channel Partners in his region as well as depute necessary personnel at his office after due verification at his own cost and expenses for effective and efficient running of business operation. That no relationship of employer and employee shall be created between the COMPANY and FRANCHISEE PARTNER as well as the Associate channel Partners and personnel so appointed by the Franchisee Partner

c. That each party shall respectively sign, execute and do all such things and execute Such further documents, deeds, acts and things as

d. the other party reasonably requires for completely effectuating this Agreement and each party shall bear his own cost in that Connection.

e. That the FRANCHISEE PARTNER shall be sole responsible to register and pay the GST and other Tax liability for itself as well as the Associate Channel Partners so appointed by him, to the appropriate Government Authority directly. A copy of the Certificate of Registration obtained by the FRANCHISEE PARTNER shall be submitted to the COMPANY for its record.

23. CONFIDENTIALITY:

a. FRANCHISEE PARTNER shall maintain absolute confidentiality over all of the information, including but not limited to documents, publicity materials, confidential information and data, Client data base, Company policy and procedures etc. which comes or may come in its possession and would not use/ share such information for any

purpose whatsoever during the term of this Agreement or any time thereafter termination or cessation of this Agreement.

b. The FRANCHISEE PARTNER shall protect such Confidential Information by using the same degree of care as the FRANCHISEE PARTNER uses to protect its own Confidential Information, but not less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination or publication of the Confidential Information.



24. INDEMNITY:

FRANCHISEE PARTNER shall keep COMPANY indemnified and harmless from and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) that COMPANY may incur or be liable as a result of conduct of FRANCHISEE PARTNER

25. TERMINATION:

Either party shall be at liberty to terminate this agreement, by giving an advance written notice to the other party as under;

{A) Termination during Lock-in Period:

a. That the FRANCHISEE PARTNER shall not discontinue its operations during the Lock-in period of one year. If the FRANCHISEE PARTNER discontinues its operation during Lock-in period in such event, Company reserves the right to forfeit the Whole Security Deposit of the Franchisee Partner and claim for monetary compensation and damages caused to the Company.

b. The Company reserve the right to terminate the Franchisee Partner even during lock-in-period, if it seems that there is no growth of Network, business and/ or failure of accurate services of the Franchisee Partner or its Associate Channel Partners. The decision of the Company in this regard shall be final and binding upon Franchisee Partner

Termination after Lock-in Period:

a) That if the COMPANY desires to discontinue/terminate the FRANCHISEE PARTNER it can do so by giving 30 days advance written notice. However, in case of the fraud, cheating, misrepresentation or violation the terms and conditions of the Agreement which prejudice the interest of the Company in any manner, the Company may terminate the Franchisee Partner with immediate effect.

b) That if the FRANCHISEE PARTNER desires to discontinue, it can do so by giving 90 days advance written notice. In case the FRANCHISEE PARTNER fail to serve prior written notice of 90 days and/ or suddenly stopped the functioning of business in such event, the SUPER CHANNEL PARTNER'S Security deposit will be forfeited and the COMPANY reserve the right to impose penalty on FRANCHISEE PARTNER as may deem fit.

Termination in other cases:

a) In case of any breach/non-compliance of the terms and conditions of this agreement in opinion of the COMPANY, prejudice the interest of the COMPANY in such case COMPANY shall be entitled to terminate/end this agreement with immediate effect without giving any prior notice to the FRANCHISEE PARTNER and the agreement shall be treated as

terminated with immediate effect. The COMPANY shall have the right to forfeit the whole and/ or part of the amount of the Security Deposit at its sole discretion.

b) In case of death of the Proprietor /Partners, of FRANCHISEE PARTNER the agency either be transferred to their legal heirs or to be closed, the decision of the COMPANY is final in this regard.

c) That in case the FRANCHISEE PARTNER is taken up by one or more partners, a partnership deed to be prepared and a notarized copy thereof shall be given to the COMPANY immediately at the time of application. In case of any dispute among the partners, the COMPANY has the right to terminate the FRANCHISEE PARTNER In special cases, at the sole discretion of the COMPANY, one of the partners may be appointed as a new FRANCHISEE PARTNER



d) That notwithstanding anything hereinabove contained, the COMPANY shall be at liberty to terminate this Agreement without notice at any time, if the FRANCHISEE PARTNER violating any of the above terms and conditions and indulging in any act involving moral turpitude, negligence or misconduct with the likelihood of causing harm to the good will of the COMPANY. The COMPANY shall have the right to forfeit the whole and/ or part of the amount of Security Deposit at its sole discretion.

26. TERMINATION OF ASSOCIATE CHANNEL PARTNERS:

That the Company shall have right to direct FRANCHISEE PARTNER to terminate its Associate Channel Partner, if Associate Channel Partner's operations violating the standard terms and condition of the Company or prejudice the interest of the Company in any manner.

27.EFFECT OF TERMINATION:

That upon termination or expiration of this agreement, the FRANCHISEE PARTNER and all its Associate Channel Partners shall cease to use, in any manner, the trademarks of the COMPANY, and they shall remove all trademarks and the trade names of the COMPANY i.e. signs, Signals, posters, name cards from their office and shall return to the COMPANY all undelivered shipments, booking and delivery records, data, as well as blank stationery, Network map, Glow shine board, instruction Board, Confidential client data and such other promotional as well as commercial materials belonging to

COMPANY and/ or in the name of the COMPANY lying with FRANCHISEE PARTNER or its ACP.

- a. However, the termination shall not absolve or release the FRANCHISEE PARTNER from any liability which has arisen from this agreement. The FRANCHISEE PARTNER shall be liable to discharge all such liabilities which
- b. may arise by this agreement.
- c. That after termination of SUPER CHANNEL PARTNER, Company shall be at liberty to take over its Associate Channel Partners as Channel Partner of the Company at its Sole Discretion.

28.NON-SOLICITATION:

That after termination the FRANCHISEE PARTNER shall not solicit the customers of the Company in any manner.

29.ARBITRATION:

In case of any dispute/ difference, controversy or claim relating to this agreement between the parties arising under this agreement, either during or after termination of this agreement the same shall be referred to the arbitration of a sole arbitrator to be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 or any amendment thereof from time to time and the cost of the Arbitration including the remuneration of the Arbitrator shall be borne by both the parties equally. The Arbitration proceedings shall be conducted in English language and the venue of the arbitration shall be at City Mumbai.....

30. AMENDMENT:

The COMPANY reserves the right to change any part of this Agreement, amendment, modification and/ or changes in the agreement with prior intimation to FRANCHISEE PARTNER through addendum/ supplementary agreement.

GOOD FAITH OPERATIONS:

In entering into Agreement, the parties hereby declare it to be their intention that this memorandum shall operate between them with fairness and without detrimental the interest of either of them and that none of the parties shall make undue gains at the other party's expense and that all provisions of this agreement shall be applied in good faith. Further,

both the parties agreed that they understood each and every term and condition, clauses of the agreement and the same has been interpreted and explained them in their mother tongue and/or Gujarati/Hindi language and they understood thoroughly and assure for execution of each and all terms and conditions of the Agreement.

31. NOTICES:

Any notices or communications required to be given or served by any of the Parties on the others in respect of this Agreement, shall be given in writing in English to the others, at the address specified in the title to this Agreement or at such other address as may have been notified.

32. SEVERABILITY:

If any provision of this Agreement is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, the Parties shall use reasonable endeavours to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

33. WAIVER:

The failure or delay by either Party in exercising any right, power or remedy of that Party under this Agreement shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it.



34. ENTIRE AGREEMENT:


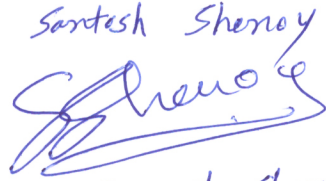
That Page No 1 to 25 of the Agreement along with all Schedules signed by both the parties will be called and defined as a complete agreement. This Agreement constitutes the entire and final contractual understanding between the Parties and supersedes all prior Agreements, Understandings & Negotiations both written and oral between the parties with respect to the subject matter of this agreement.

35. Franchisee Terms & Conditions

Franchisee Rates For PTL with Softcopy of POD											
Zone	West 1	West 2	Central	North 1	North 2	J&K	South 1	South 2	East 1	East 2	GWT
NCR/ Jaipur/ Lucknow	10.26	9.18	10.80	7.56	9.18	10.26	10.80	11.88	10.80	11.88	17.28
Punjab, Rest of Rajasthan, Haryana, H.P, UP, UK	10.80	9.72	10.80	9.18	7.56	10.26	11.34	11.88	11.34	11.88	17.28
Gujarat	8.64	7.02	8.10	9.18	10.80	14.04	10.26	11.88	12.96	12.96	18.36
Maharashtra	7.00	8.00	9.50	10.00	10.50	16.00	10.80	11.80	14.00	14.00	20.00
Bangalore	8.64	8.424	10.8	11.02	11.88	14	7.668	8.424	15.12	17.28	20.52
Hyd	8.64	9.72	8.64	10.8	11.88	11.9	6.48	8.64	10.8	17.28	18.36
South 2/Chennai	10.8	11.88	12.96	12.96	14.04	22.7	7.56	9.72	17.28	18.36	20.52
East 1	8.64	9.72	8.64	8.64	9.72	11.9	10.8	11.88	8.1	8.64	14.04
Other Terms											
1. Docket Charges of Rs.50/- per docket will be charged extra.											
2. The above rates quoted on Per Kg. basis is inclusive of Door Pickup, Door Delivery, Loading & Unloading expenses.											
3. Minimum Chargeable weight per docket will be 10 Kgs or Minimum Freight per docket Rs.150/- whichever is higher.											
4. Any extra charges in name of Warai / Thappi / Mathadi charged at Loading / Unloading points by any Warehouse / CFA / Depot will be charged extra as per actuals which will be based on actual Slip provided by W/H and remarks on the POD.											
5. Loading / Unloading Charges at locations in Kerela & Cochin is not known so, it will be charged extra as per actuals and slip towards these expenses will be produced along with bills.											
6. In case of Volumetric nature of consignment, 1 CFT will be treated as <u>6</u>											
7. In case Octroi / Entry Tax is charged in any State, then it has to be paid by Consignor / Consignee. If paid by BNF then it will be Billed extra along with Freight Charges.											
8. Payment terms will be 30 days from the date of Bill submission. (For contracted customers)											
9. Zone Description, Transit Time on Zone Wise basis along with ODA Matric has been mentioned as per below that needs to be added in the Rate Agreement.											
10. Freight on Value (FOV) will be charged extra @ 0.10% on the total Invoice Value or Rs. 100/- which ever is higher.											
11. FSC @ 10%											
12. TOPAY Charges will be Rs.100											

13. COD Charges will be Rs.100.					
14. GST@18% on total bill amt					
15. ODA charges applicable as per below matrixs					
BNF ODA Matrix Rate					
Sr No	Distance	50-500	501-1000	1001-2000	2001 Kgs.
	in KM	Kgs	Kgs	Kgs	and above per Kg.
1	25 - 50	2000	3000	4000	1.5
2	51 - 100	3000	4500	6000	1.7
3	101 - 150	4500	6000	7500	1.9
16	Pickup Commission : 10% of base Rate				
17	Delivepry Commission : 10% of base Rate				
18	Corporate Customer Onboarding : 10% of base Rate				
Payable On Monthly Basis					
19	Handling Charges	Upto 31 KG	Nil		
		32 KG To 70 KG	Nil		
		71 KG To 200 KG	Rs. 20/- per pkg		
		Above 201 KG	Rs. 2000/- per pkg		
		Forklift , Hydra as per actual applicable			
20	Demurrage Charges	Rs. 200 per docket or 0.50 paise per kg whichever is higher applicable after 48 hrs			
21	Wallet Deposit	Rs. 5000/-			

The Agreement is Duly signed by both the authorized parties with agreeing above terms.

<p>For Box N Freight Logistics solutions Pvt Ltd</p>  <p>Name: <i>Vishal Ambilwade</i> Designation: <i>manager channel development</i></p>	<p>For M/s <i>Santosh Shenoy</i></p>  <p>Name :- <i>Santosh Shenoy</i> Designation :- <i>Proprietor</i></p>
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Government of India

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Santosh Laxman Shenoy
जन्म तारीख / DOB: 27/04/1965
पुरुष / MALE

2605 8121 7801

मेरा आधार, मेरी पहचान

Issue Date: 24/09/2011

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भारतीय विशिष्ट पहचान प्राधिकरण
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आधार

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भारतीय विशिष्ट पहचान प्राधिकरण
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Santosh Laxman Shenoy

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता: २/२२, सोनल अपार्टमेंट,
जे.पी.रोड नं.२, स्टेट बँक ऑफ इंडिया
समोर, जयप्रकाश नगर, गोरेगाव पूर्व,
मुंबई, महाराष्ट्र, 400063

Print Date: 31/12/2020

Address: 2/22, Sonal Apartment, J.P.Road
No.2, Opp. State Bank Of India,
Jayprakash Nagar, Goregaon East,
Mumbai, Maharashtra, 400063

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स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AMRPS8194C



नाम /NAME

SANTOSH LAXMAN SHENOY

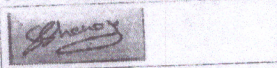
पिता का नाम /FATHER'S NAME

LAXMAN KUNJUR SHENOY

जन्म तिथि /DATE OF BIRTH

27-04-1965

हस्ताक्षर /SIGNATURE



Santosh

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

Santosh