



पश्चिमबुङ्गा पश्चिम बंगाल WEST BENGAL



BUSINESS SUPPORT AGREEMENT

THIS **BUSINESS SUPPORT AGREEMENT** is made on 1st day of April, 2023 at KOLKATA

BETWEEN

DEY'S MEDICAL STORES PVT. LTD., (PAN: AABCD4017E), a Private Limited Company incorporated under Companies Act 1956, having its Registered Office at 1B, Deodar Street, Kolkata 700 019 and duly represented by **Mr. Ranajit Dey**, being the **Wholetime Director** of the said Company, hereinafter referred to as "**DMSPL**" (which expression shall unless contrary and/or repugnant to the context or meaning hereof be deemed to mean and include its heirs, assigns, office bearers, legal representatives, administrators and successors-in-interest) of the **FIRST PART.**

AND

DEY'S MEDICAL STORES (U.P.) PVT LTD., (PAN: AAACD7989A), a Private Limited Company incorporated under Companies Act 1956, having its Registered Office at: Plot No. A-8, Naini Industrial Area, P.O. T.S.L. Allahabad - 211010 as

For DEY'S MEDICAL (U.P.) PVT. LTD.

Chakrabarti
Finance Manager

28 JUL 2023

For Dey's Medical Stores Pvt. Ltd.

Ranajit Dey
RANAJIT DEY
Wholetime Director

well as its administrative office at 2nd Floor, 1B Deodar Street, Kolkata 700 019 and duly represented by **Mr. Utpal Chakrabarti**, being the **Finance Manager** of the said Company, hereinafter referred to as "**DMS(UP)PL**" (which expression shall unless contrary and/or repugnant to the context or meaning hereof be deemed to mean and include its heirs, assigns, office bearers, legal representatives, administrators and successors-in-interest) of the **SECOND PART**.

WHEREAS by the virtue of a Trademark Licence/Right to Use Agreement dated 01.04.2023 entered into by and between the Parties noted hereinabove, with effect from 01.04.2023 DMS(UP)PL has been permitted and/or authorized by DMSPL to use the trademark/brand name of "**KEO KARPIN**" owned by DMSPL in respect of one of the products, namely Hair Oil, manufactured by DMS(UP)PL for the purpose of distribution, marketing and sale of the same as "**KEO KARPIN HAIR OIL**", within the territory allowed by DMSPL.

WHEREAS DMSPL, through its exclusive market and other allied research activities and practical business experiences, has developed a potential, substantial and identified expertise, knowhow and database for appropriate operation and augmentation of the business of DMSPL in handling, marketing and sales promotion of its proprietary brands and products wherein such expertise, knowhow and database are the sole and exclusive properties of DMSPL.

AND WHEREAS due to lack of adequate manpower, infrastructural competence and effective understanding of the market of consumer goods, DMS(UP)PL has approached DMSPL for obtaining the latter's services including but not limited to handling, storing, marketing and sales promotion of the Hair Oil manufactured by DMS(UP)PL and intended to be distributed, marketed and sold under the name and style of "**KEO KARPIN HAIR OIL**".

AND WHEREAS DMSPL hereby agrees to render the above referred services to DMS(UP)PL for valuable considerations according to the terms and conditions of this present agreement as more fully stipulated herein after.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Tenure:

The Tenure of this Agreement shall be for a period of 1 (One) year, i.e., from **01.04.2023 to 31.03.2024 (both days inclusive)**.

For DEY'S MEDICAL (U.P.) PVT. LTD.

Utpal Chakrabarti
Finance Manager

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For DEY'S Medical Stores Pvt. Ltd.

Ranajit Dey
RANAJIT DEY
Wholtime Director



2. Services:

The following services shall be broadly provided by DMSPL to DMSUPPL under this Agreement: -

a) **Handling, Storage, Transportation and Distribution, Collectively called the Logistic Services:** DMSPL, on behalf of DMS(UP)PL, shall monitor, regulate, supervise and manage the movement, receipt, handling, storage, distribution and transport of the products of DMS(UP)PL dispatched from the factory of DMS(UP)PL to various places in India, including the eventual points of sale if necessary, in such manner and fashion as may be stipulated by DMS(UP)PL or as may be mutually agreed upon by the parties hereto from time to time having regard to business prudence, efficacies and/or exigencies. With regard to the Logistic Services thus provided by DMSPL to DMS(UP)PL, as above, compliance of the requisite statutory and/or legal requirements shall be the sole responsibility of the Party required to do so as per the Indian Laws and both Parties hereto unconditionally indemnify each other in this regard.

b) **Marketing & Sales Promotion Services:** DMSPL, on behalf of DMS(UP)PL, shall, by deployment of the former's work force under its payroll/employment records, take all reasonable and/or necessary steps which are including but not limited to market research, planning and analysis, identification and consolidation of the potential market base, marketing of the brand and product, brand promotion and development including grant of promotional incentives and offers, creation of brand and/or product awareness, augmentation of sales and all other incidental and/or ancillary steps in relation thereto.

c) **Advertising & Allied Services:** DMSPL, on behalf of DMS(UP)PL shall cause media publication/broadcast of advertisements of the product "KEO KARPIN HAIR OIL" through/by appropriate/competent vendors of the same in any form and manner as DMSPL may deem fit and proper for marketing and sales augmentation of the said product manufactured by DMS(UP)PL which shall however not involve and/or invite deployment of DMSPL's work force under its payroll/employment records in any manner whatsoever. In this regard, DMS(UP)PL shall be liable to meet the expenses incurred in this regard by making direct remittances to the appropriate/competent vendors in the manner and fashion as indicated below without being required to remit any amount(s) to DMSPL in this regard.

3. Consideration:

In consideration of the above services rendered by DMSPL to DMS(UP)PL, DMS(UP)PL shall pay to DMSPL the following consideration:

a. **Logistic Services Charges** @ 2.5% of the net sales realization (NSR) payable on the monthly basis by DMS(UP)PL to DMSPL.

For DEY'S MEDICAL (U.P.) PVT. LTD.

Chowrabarti
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Ranajit Deo
RANAJIT DEY
Wholesale Director

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b. **Marketing & Sales Promotion Services Charges @ 6%** of the net sales realization (NSR) payable on the monthly basis by DMS(UP)PL to DMSPL.

- "NET SALES REALIZATION" for clauses 3a & 3b shall mean the total receivable value per annum of the DMS(UP)PL's product dispatched to the approved/agreed recipient of such product including but not limited to stockiest/ other institutions excluding Preferred Customer/Stockiest Discount, Excise Duty, Freight, GST, other Taxes other levies (if any).
- The method of calculation of the NSR and the intervals of payments made/required to be made by DMS(UP)PL to DMSPL, as above, may be re-determined and stipulated during the tenure of this Agreement in the event the same is mutually agreed upon by the Parties hereto and expressly made in writing and signed by both the Parties hereto.

c. **Advertising & Allied Services Charges** DMSUP PL and DMSPL will pay their respective shares of the actual Advertising and allied expenses for the year in the ratio of their Sales. The resultant amounts will be paid by DMSUP PL and DMSPL directly to the Service providers / Vendor, for which the Service providers/Vendors shall raise separate Invoices directly to each of the companies.

d. Furthermore, subject to the overall marketing plans approved by DMSPL, in respect of DMS(UP)PL's share of sales, the following expenses/payments shall be made by DMS(UP)PL directly to the service providers/vendors for which the service providers/vendors shall raise invoices directly upon DMS(UP)PL: -

- i) Cash Discount to Stockiests/Retailers/Institutional Buyers.
- ii) Purchase of Promotional Items from Vendors for use as Consumer Promotion.
- iii) Hiring Charges for additional Contractual Salespersons for field work.
- iv) Discount to Superstockiests appointed for Rural/Interior area promotion.
- v) Additional discounts/incentives to Trade Channel Partners on secondary sales.
- vi) Merchandising and Rural Activation programmes including Van coverage etc.
- vii) Any other expenses that may be necessary for promotional purposes.

e. All necessary and applicable statutory charges and levies as may be applicable from time to time on the aforesaid charges/expenses received by DMSPL, shall be borne and separately discharged by the DMSPL from its own account.

4. **Rights and Obligations:**

- a. The aforesaid product as manufactured by DMS(UP)PL herein shall strictly conform to the qualities, standards and specimens fixed as per the License agreement referred above and in accordance with the necessary provisions of the laws for manufacturing such product.
- b. DMS(UP)PL hereby undertakes not to sell the said product to any person after the date of expiry mentioned thereupon.
- c. DMS(UP)PL shall sell its aforesaid product in the States of Uttar Pradesh, Madhya Pradesh and Uttaranchal only.

For DEY'S MEDICAL (U.P.) PVT. LTD.

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Ranajit Dey
RANAJIT DEY
Wholesale Director

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- d. DMS(UP)PL can separately engage additional field personnel on contractual basis in its operative areas, i.e., in the States of Uttar Pradesh, Madhya Pradesh and Uttaranchal at its own risks and costs, through a Hiring Agency, under approval from DMSPL regarding the deployment and monitoring mechanism of such additional field personnel.
- e. In respect of supplies made by DMSPL for and on behalf of DMS(UP)PL, DMSPL shall be entitled to collect and receive sale considerations from the recipients/buyers of the product in any form and manner, if so permitted/authorized by DMS(UP)PL in advance and in writing. In such case, DMSPL shall remit the entire consideration within forty (40) days of the receipt thereof to DMS(UP)PL without making any retentions/deductions therefrom and within three (3) days of completion of such remittance, DMS(UP)PL shall issue written confirmation/discharge advice/memo of receipt in favor of DMSPL.
- f. DMS(UP)PL shall maintain all records as required by DMSPL and at the end of each calendar month DMS(UP)PL shall furnish relevant data to DMSPL including the sales figures for the products sold and such other information as DMSPL may require from time to time.
- g. DMS(UP)PL shall obtain all necessary registration; and licenses of Central/State/Local Government, necessary for undertaking the manufacturing of the said Product and shall duly comply with all necessary statutory compliances related to the provisions of the Drugs and Cosmetics Act, 1940 and the Rules, 1945 as well as that of all other applicable laws and rules and regulations.
- h. DMS(UP)PL shall always maintain and keep all the time in its manufacturing Plant such records, statements, forms, books and the like as required by the respective authorities with respect to manufacturing of the said product.
- i. For the quantities manufactured and sold by DMS(UP)PL under this agreement, DMS(UP)PL hereby shall take full responsibility for any prosecution/action that may be launched by the authorities, for any deficiency and defect in the Product or mis-declaration or non-declaration of any mandatory declaration/specification that may be required to be made on the wrapper or package containing the product, under the relevant statutes including the Drugs and Cosmetics Act, 1940 and the Rules, 1945 and the Legal Metrology (Packaged Commodities) Rules, 2011 and/ or any other relevant statutes.
- j. DMS(UP)PL hereby undertakes to indemnify and duly reimburse DMSPL against any loss suffered and/ or expenses incurred due to the breach of any of the terms and conditions as stipulated in this Agreement by DMS(UP)PL.
- k. In case DMS(UP)PL discontinues the manufacturing of the said product the same shall be notified to DMSPL in writing **3 months prior** to the said discontinuation thereby finally leading to the determination of this Agreement.

For DEY'S MEDICAL (U.P.) PVT. LTD.

Chakrabarti
Finance Manager

For Dey's Medical Stores Pvt. Ltd.

Ranajit Deo
RANAJIT DEO
Wholesale Director

5. Determination and Termination:

- a. This Agreement shall stand determined automatically at the end of the period as envisaged herein above and the parties herein may review and renew the same under existing and/ or amended terms and conditions upon such determination. Such revision and/or renewal shall be valid and binding in the event the same is made in writing and signed by all the parties hereto.
- b. The Agreement may be terminated by DMSPL without assigning any reasons whatsoever any time before the completion of the period referred to hereinabove upon giving a **1 month notice** to the DMS(UP)PL for such termination.
- c. Upon the breach of any of the terms and conditions of this Agreement each of the parties herein are at liberty to terminate the Agreement in writing immediately.

6. Notices

Unless otherwise specifically provided, all notices and other communications to either Party hereunder shall be in writing (including facsimile or similar writing) and shall be given by an authorized representative of the Party giving such notice (as specified by such Party to the other):

If to DMSPL:

Name: Mr. Ranajit Dey
 e-mail id: ranajitdey.2011@gmail.com
 Phone: +91 98300 27591
 Address: 1B, Deodar Street, Kolkata - 700019

If to DMS(UP)PL:

Name: Mr. Gautam Dey
 e-mail id: cmd@deysmedical.com
 Phone: +91 98300 38439
 Address: Plot No. A-8, Naini Industrial Area, P.O. T.S.L. Allahabad - 211010, U.P.

7. Dispute Resolution

a. Negotiation

Any dispute, difference, controversy or claim between the Parties (each a "Disputing Party" and together the "Disputing Parties") arising out of or relating to this Agreement or the breach, termination or validity thereof (a "Dispute") shall, upon the written request ("Request") of either Disputing Party be referred to the Authorized Representatives of the Disputing Parties for resolution. The Authorized Representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute. In the event that the Disputing Parties are unable to resolve the Dispute through negotiation within 30 (thirty) days after services by a Disputing Party of a Request, then the Dispute shall be resolved in accordance with the provision of Cl-(7(b)) herein below.

For DEY'S MEDICAL (U.P.) PVT. LTD.

Chakrabarti
 Finance Manager

For Dey's Medical Stores Pvt. Ltd

Ranajit Dey
 RANAJIT DEY
 Wholetime Director



b. Arbitration

Any Dispute, controversy of claim arising of or relating to this Agreement or the Branches, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 and all its subsequent amendments therein and the present clause shall be treated as the Arbitration Clause as per the Arbitration and Conciliation Act 1996 and all its subsequent amendments therein.

The arbitral procedure shall be conducted in English Language and any award shall be rendered in English. The procedural law of the Arbitration shall be Indian Law.

The award of the arbitration shall be final and conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to enter judgement thereon in an one or more of the highest court having jurisdiction the parties further agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act 1996 and all its subsequent amendments therein and neither party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts at Kolkata Only in case of any dispute between the parties.

IN WITNESS THEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBE THEIR RESPECTIVE HANDS AND SEAL ON THE DAY AND THE YEAR HEREINABOVE WRITTEN.

For **DEY'S MEDICAL STORES PVT. LTD.**

For Dey's Medical Stores Pvt. Ltd,
Ranajit Deo
RANAJIT DEY
Wholesale Director

For **DEY'S MEDICAL (U.P.) PVT. LTD.**

For DEY'S MEDICAL (U.P.) PVT. LTD.
Chowrabanti
Finance Manager

Signature (S) of Executant (S)
attested on Identification at
Alipore Judges' Court, Kolkata-
700 027 at Alipore, under the
Notaries Act. at.....A.M./P.M.

RS
RAJSEKHAR KUNDU
Notary, Govt. of West Bengal
Regd. No.: 095/2022

IDENTIFIED BY ME

Snehan
Advocate
28/07/23

28 JUL 2023

