

**VILLAGE FRANCHISEE AGREEMENT**

1. This agreement is executed on the 18th day of April 2025 between **RICHINDIANS INTERNATIONAL PVT LTD**, represented by its Managing Partner Mr.Mrethunjayan K.P, aged 53, son of Sreenivasan, residing at Kunnummal Puthalath, Sreenivas, P.O North Beypore, (hereinafter referred to as the First Party) and {First party name}, aged {00} years, S/o {Father name}, {First party address} (PO) , village, District, State, India –{First party pin code} (Here in after referred as SECOND PARTY).The Second Party's nominee is his {Mother, Name},residing at the same address of the Second Party
2. WHEREAS the FIRST PARTY is the Chairman of Rich Indians Group, which is a holding company. Rich Indians Group is engaged in E-commerce and other related business. One of the companies under the Rich Indians Group is **RICHINDIANS INTERNATIONAL PVT. LTD.** (Hereinafter referred to as "The Company").

First Party Signature

Second Party Signature

3. **RICHINDIANS INTERNATIONAL PVT. LTD.** is engaged in E-Commerce, sale of New and Used Products, Sale of New and used Vehicles, Real Estate, Job Portals, Matrimonial Service, Education Consultancy, Loan Consultancy, On-demand Service, Tours and Travels, Bills and Tickets, Banking Products and other financial Products and services. Since we are running a multi-vendor portal company is engaged in other Products and Services added by other vendors, in Rich Indians web Portal with other multifarious business activities.
4. The SECOND PARTY has approached the FIRST PARTY, and he has informed the FIRST PARTY that he is ready to work as "Village Franchisee" for the company under the supervision of the Area Franchisee and District Head. The SECOND PARTY has agreed to join the company as "Village Franchisee" on the terms and conditions agreed by both the parties to this agreement. Now both parties to this agreement has agreed to put down in writing all the terms and conditions agreed between them.

### **TERMS AND CONDITIONS**

1. The SECOND PARTY must submit documents proof of KYC showing Address and Identity along with one passport size color photo to the FIRST PARTY by mail and need to update the same in the web portal Login area provided by FIRST PARTY.
2. The FIRST PARTY here in agrees to appoint the SECOND PARTY as Village Franchisee in Pincode 680 519 "Kadavallur" Village, "Thrissur" District, „KERALA" State to implement FIRST PARTY"s thoughts, ideas and sales outlets or with or without stock provided by the FIRST PARTY through the Area Franchisee or directly from FIRST PARTY under the supervision of District Head, District Franchisee. State Franchisee, State Head and the Company.
3. The SECOND PARTY herein agrees that he will not have any right to collect cash from the customer unless the FIRST PARTY permits the SECOND PARTY to do so in writing. This will primarily be for payments for services and products, which involves the daily collection, EMI"s, from the customers. Rest of the payments from the customers for other products and services should be collected in the form of cheque, Negotiable instruments, Digital Transfer in the name of RICHINDIANS INTERNATIONAL PVT. LTD. payable at Calicut, the SECOND PARTY herein agrees that he will take care of these updates on a daily basis from the Village Franchisee and Area Franchisee.
4. The SECOND PARTY herein agrees that In case of any misappropriation of collected amount or delay in paying the collected amount, the SECOND PARTY personally and his assets will be liable and responsible for the same.

First Party Signature

Second Party Signature

5. The SECOND PARTY here agrees that the cheque or Cash collected by the SECOND PARTY from the Customer must be debited in the FIRST PARTY's account on the date of receipt of the cheque or cash.
6. The FIRST PARTY will have the right to terminate the services of the SECOND PARTY on account of fraud, Misappropriation of funds or violation of the terms and conditions of service with giving seven days notice to the SECOND PARTY.
7. The FIRST PARTY will be providing ID cards with Visiting cards as business tools to the SECOND PARTY. The SECOND PARTY will not be entitled to use any other business tools for the promotion of the business.
8. The SECOND PARTY should attend all business meetings as informed by the Area Franchisee, District Head, State Head, Country Head, District Franchisee, State Franchisee, Country Franchisee and Company. In case of any difficulty to attend the meeting the SECOND PARTY must inform the Area Franchisee or company.
9. The SECOND PARTY will be entitled to give advertisements regarding the business of the company in print and electronic media with the written consent of the FIRST PARTY.
10. The SECOND PARTY herein agrees that he will help the FIRST PARTY for making tie-ups with shops and other commercial establishments within that particular area for the proper conduct of business. The SECOND PARTY added any Products and Services to the Rich Indians web portal and give service to the vendors for adding Products and Services and help to get approval from the company, FIRST PARTY agree to pay one percentage (1%) from the net profit after all commission received from the Vendor.
11. Remuneration to the SECOND PARTY will be paid on the last day of every month and the remuneration amount will be deposited in the bank account of the SECOND PARTY
12. The remuneration to the SECOND PARTY will depend on the report provided by the Area Franchisee and District Head under whom the SECOND PARTY is working and the FIRST PARTY will disperse the remuneration only on the basis of the report provided by the respective Area Franchisee and District Head
13. The SECOND PARTY herein agrees that as instructed by the FIRST PARTY he will be taking a pan card and the copy of the same will be given to the FIRST PARTY as any one he receives should take Own Pan Card

First Party Signature

Second Party Signature

14. The SECOND PARTY here in agrees that he will be opening a Bank Account in a nationalized bank having core banking system (Online).
15. The FIRST PARTY will be paying all remunerations to be paid to the SECOND PARTY only into the Bank Account.
16. The SECOND PARTY can't take one or more Village Franchisee using the same address or in pin code or by using the same mobile number in different areas.
17. The SECOND PARTY should keep only as single point of contact for the purpose of future correspondence with the FIRST PARTY.
18. The Village Franchisee will not be allowed to transfer their Village Franchisee agreement to third parties without the permission of the FIRST PARTY.
19. The SECOND PARTY should have digital knowledge and basic knowledge of vernacular language so as to have the right to enter into this contract.

The SECOND PARTY shall provide the following:-

20. There should be a Smart Phone with Internet.
21. Should manage Info Man and the entire Customer under the allotted area.
22. Ensure that all the messages from the Area Franchisee, District Head, District Franchise and Company will reach the Customers.
23. If the SECOND PARTY fails to send messages to the Info Man due to any reasons, the FIRST PARTY will send the messages to the Info Man via the SECOND PARTY's message system.
24. Should give daily business reports to the Area Franchisee and District Head.
25. If there is any major business issue, the same must be reported to the Area Franchisee, District Head, District Franchise and Company or to the FIRST PARTY directly.

First Party Signature

Second Party Signature

26. The FIRST PARTY herein agrees that he will be providing proper training to the SECOND PARTY regarding the business plan of the company. The SECOND PARTY should provide true and correct information to the customers. In case the SECOND PARTY provides false Information regarding the business plans to the customers the SECOND PARTY will be liable and responsible for all the costs and consequences arising thereof.
27. The FIRST PARTY here by assures that the company will be providing special gifts and additional incentives to the SECOND PARTY if he works better.
28. The village franchisee will get 20 percentage of the profit in each product sale within the village earned by the company. That amount will be given by the company.
29. After the sale FIRST PARTY entitled to deduct remuneration in case of reimbursement, refund and non profit case. This deduction will be adjusted from the next sale remuneration.
30. The SECOND PARTY herein agrees that he will be sending the daily report by E-mail to the FIRST PARTY. The working report by E-mail must be provided in the same day itself and a delayed working report will not entitle the SECOND PARTY to the benefits mentioned above. The copy of the above-mentioned mail must also be sent to the, Area Franchisee or Company every day.
31. Any balance of advance or loan taken by the SECOND PARTY from the FIRST PARTY, shall be recovered from your commission and any other legal dues at the time when the SECOND PARTY leaves the services of the FIRST PARTY.
32. The FIRST PARTY will be entitled to deduct Income Tax at source as per provision of Income Tax Act / Rules. Accordingly, the SECOND PARTY is required to submit Permanent Account Number so as to enable the FIRST PARTY to comply with the provisions of the income tax act. In the event of non-compliance by the SECOND PARTY as aforesaid if the FIRST PARTY is required to pay any interest or payment under Income Tax Act; the same amount the amount shall be deducted from the commission amount liable to be paid to the SECOND PARTY.
33. Village Franchisee should find and select "Info Man" needed for their area.
34. Village Franchisee should find and select "Assistant Info Man" needed for own area.
35. To give Information about the company's Vision & Mission and Control to all "Info Man" under that particular area.

First Party Signature

Second Party Signature

36. The duration of the Village Franchisee agreement will be for 5 (five) year and the Village Franchisee Agreement shall be RENEWABLE WITH MUTUALLY AGREED TERMS AND CONDITIONS THEREAFTER.
37. The Village Franchisee Fee is Rs.1,00,000 (One Lakh). The Second Party must pay Rs.10,000 (Ten Thousand) to the First Party as the initial fee on the agreement date. The remaining Rs.90,000 (Ninety Thousand) will be paid in installments of 10% of the monthly profit.
38. Upon completion of the Agreement term of five(5) years, the second party shall be entitled to receive hundred percent (100%) of the franchisee fee from the first party. After 60 days of joining, if you cannot work according to the conditions in the agreement, the agreement will be cancelled and the company will refund the amount 10,000 (Ten Thousand) within next 60 days in lumpsum.
39. In the event that the second party voluntarily discontinues, terminates, or withdraws from the franchisee business prior to the completion of the five-year term, deductions shall be made from the refundable portion of the franchisee fees as follows:
- a) If discontinued during the Fourth (4<sup>th</sup>) year, twenty percent (20%) of the franchisee fee shall be deducted by the first party
  - b) If discontinued during the Third (3<sup>rd</sup>) year, forty percent (40%) of the franchisee fee shall be deducted by the first party
  - c) If discontinued during the Second (2<sup>nd</sup>) year, sixty percent (60%) of the franchisee fee shall be deducted by the first party
  - d) If discontinued during the First (1<sup>st</sup>) year, eighty percent (80%) of the franchisee fee shall be deducted by the first party
40. The Village Franchisee can work in another company but is restricted to work in a company, which is similar to this company.
41. During the effectiveness of this Village Franchisee agreement, the SECOND PARTY can use the decided business system and engage in all business transactions related to the products and services carried by the FIRST PARTY.
42. All Products are supplied through the FIRST PARTY; Courier and Delivery Service and other Courier Service is excluded.
43. The SECOND PARTY shall be accountable to uphold the terms and conditions of this agreement in letter and spirit.
44. The SECOND PARTY shall be liable for all alterations, up graded and up holding needed by the outlet based upon the FIRST PARTY'S suggestions.

First Party Signature

Second Party Signature

45. The Village Franchisee Agreement will be terminated after 5 (five) year from the date of this agreement and The FIRST PARTY will have the authority to terminate this agreement even before the prior date if the SECOND PARTY violates the terms and conditions of this agreement.
46. The right to the FIRST PARTY to abolish the agreement will arise only if the SECOND PARTY breaks any or all standard operating procedures set forward on this contract, in particular payment of royalty fees or other accounts.
47. The Second Party is responsible for increasing business in the assigned area with the assistance of the First Party.
48. Any negative comments, posters, opinions, videos, or other forms of expression directed against the first party or its company are strictly prohibited from being displayed on social media platforms such as Facebook, Instagram, YouTube, WhatsApp and similar channels. This clause emphasizes the agreement's intention to prevent any public disparagement or defamation that could harm the reputation or interests of the first party or its business ventures on widely accessible online platforms.
49. The Second Party must not create or join any WhatsApp groups or communities with other company members or invite them to any other company.
50. The Second Party should apply utmost care and caution while conducting business. Any negligence resulting in customer grievances will make the Second Party liable for costs incurred.
51. The cancellation shall be done after Seven (7) days "notice of cancellation from the company side. But, If the SECOND PARTY wishes to finish this agreement before the agreement period, he/she shall be given thirty (30) days of notice to the FIRST PARTY.
52. After the cancellation of the agreement by the SECOND PARTY. The reimbursement amount will be given only after the agreement period.
53. If the Law of India comes with an amendment with the existing Law the same will apply to the SECOND PARTY including GST.
54. Within 5(five) year after the termination of the period of this agreement, the SECOND PARTY assures not to start a similar business.

First Party Signature

Second Party Signature

55. All disputes arising out of this agreement will be subject to the jurisdiction of the Kozhikode Courts and the courts, tribunals, and/or authorities in Calicut only shall have the jurisdiction to entertain, try and decide such disputes or differences arising out of or about this agreement.

56. The First Party and the Second Party signed this agreement from the Head Office of the First Party in Kozhikode.
57. These payments are essential to ensure the legal validity and compliance of the agreement, covering both initial stamp paper and subsequent renewal document action costs as mandated by law.
58. This agreement is written in 200 (Two hundred) rupees stamp paper. The original should be signed and kept with the FIRST PARTY and the Photo stat with the SECOND PARTY.

First Party Signature

Second Party Signature

**First Party Witness:**

- a) Name:
- b) HouseName:
- c) PostOffice:
- d) District:
- e) MobileNumber:
- f) Signature

**Second Party Witness:**

- a) Name:
- b) HouseName:
- c) PostOffice:
- d) District:
- e) MobileNumber:
- f) Signature

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