



Mishra Market Ramaipur Front of Indian Restaurant

MOU FOR DELARSHIP

Memorandum of Understanding for appointing dealers across the country for sales & supply of EV Vehicles of M/s KANPUR EV .

Terms & Conditions:

This indenture of MOU is agreed upon by M/s KANPUR EV .

and M/s

M/s KANPUR EV herein after termed as Manufacturer and M/s KANPUR EV Showroom termed as dealer KANPUR EV is an organization, manufacturer of electric vehicles in the city of KERLA ON BEHALF OF ELETROWHEEZ. The manufacturer is an organization committed to provide best option to it's customers for switching easily to electric mobility by providing the best service and quality for electric scooter and bike experience on affordable market price to the entire satisfaction of the customers through continual improvement in design, process & technology adhering statutory and regulatory requirements. ARAI Certification No: -

1. Eligibility Any Proprietorship firm, partnership firms or corporate bodies can apply for the dealership and KANPUR EV have complete right of acceptance subject to fulfil of the criteria of dealership. The dealers should provide all the necessary KYC documents along with application form.
2. Past Experience Application for the dealership will be in a prescribed format whereby the intended dealers will have to provide their brief profile along with past experience in terms of sales and marketing of any consumer durable products or with similar kind of activities. However the dealership will be awarded to the new entrants in the market subject to fulfil of certain conditions as decided by manufacturer. The dealership will be given to them for a period of 1 year based on their financial strength market capturing capability etc. The period of dealership will be further extended under mutual consent of manufacturer and the prospective dealers.
3. Financial Credibility: Dealers will be chosen on the criteria with preset norms as decided by the promoters of manufacturer. The dealers should produce solvency certificate along with Net worth

certificate to enable them to be financially sound and the specifications of show room, Godown etc must be provided so as to ensure the progressive future of the dealers.

4. Storage Facility & Show Room

Dealer should have adequate storage facility with display space (Area minimum 1000 square feet). In case of rented warehouse, details to be submitted to manufacturer such as lease deed / rent deed. The design and outlay of the showroom, Workshop, customer's lounge, display area and other facilities will be as per norms mutually decided by dealers and manufacturer.

5. GST: - Dealer should possess the valid GST No General Terms & Conditions

a. Dealer self-choose vehicle color and battery type and no any refundable after selling vehicle with battery or without battery.

b. Dealer self-Responsible for any miss happening on his showroom like stolen burning ev with battery and without battery selling by Kanpur ev c/o eletrowheez/aksh lahar shipping pvt ltd .

6. Appointment: -

Any organization/individual desirous of becoming a dealer of manufacturer must apply in prescribed form "Application for KANPUR EV dealership" at the website of the organization. The manufacturer after scrutinizing the form may accept or reject the dealership application. The manufacturer has the right to reject the appointment without assigning any reason thereof. Dealer has to accept all the terms & conditions of the dealership agreement without any qualification. After appointment as dealer, a dealership certificate from the manufacturer will be issued to the dealer. The dealership certificate must be prominently displayed at each sale point of the dealer.

7. Validity & Renewal:

Initial validity of appointment is for three years, from the date of signing the agreement and for the freshers the dealership will be awarded to them for a period of 1 year based on their financial strength market capturing capability etc. the period of dealership will be extended by another 2 years based on their performance.

8. Renewal of dealership will be purely dependent upon the performance of dealer. The manufacturer has the right to renew the dealer ship or reject the renewal. Renewal of dealership will be in writing by the manufacturer.

9. Area of Operation: -

The manufacturer will assign the area where the dealer will operate and may impose restriction of operation of sales and service within other dealer's jurisdiction.

10. Minimum Order Quantity (MOQ): Dealer has to ensure an MOQ of 40 nos. (Fourty) of vehicles per month.

A ; - Kanpur ev is given and oppportunity that minimum 600 sqft area we can ready your showroom give you one seals man and reception girl for 6 months only but order quantity is minimum 10 vehicle with lithium and led acid battery.

1. Payment terms :- 80% Advance payment 20% After Delivery Delivery will be Within 20 to 25 days after payment Received In Kanpur Ev Account .
2. Dealer can purchase minimum 10 vehicle first order Transportation we can arrange but transportation charges is add in bill its differ from vehicle purchase price.
3. POINT 10 Part A Dealer ship cost INR= 150000.00 TO 17TH= LAC
4. Point 10 part A-2 Dealer self-ready his showroom and we can supply vehicle to our Dealer ex rate .

11. Security Deposit: - A minimum security deposit will be decided between the dealer and manufacturer mutually depending on the area of operation and volume of business.

12. Forfeiture of security deposit: In the event of breach of any terms or condition of Dealership agreement, the manufacturer will forfeit the entire security deposit after giving a show cause notice in writing and thus the certificate of appointment and agreement made will be treated as cancelled. Additional discounts are subject to achievement of financial turnover which is as per table below.

13. Procedure for Indenting of the goods: Booking the Order: Dealer would give his/her indents along with purchase indent on line and full payments in advance by way of RTGS or bank transfer. After evaluating the demand and availability of the product, the manufacturer shall on its website mention the product wise availability and the dealers are to place orders accordingly. Any specific order will be processed after intimating the dealer.

14. Advance Payment: Dealer may give indent for advance booking as per his requirement along with the payment details. However, aids and appliances will be allotted depending upon its availability.

15. Quality: The dealer should ensure that all the products of the manufacturer are to be sold without any alteration to the original products as supplied by the manufacturer (intact, original unopened container/ packing with tag, label & seal on. Under no circumstances the marking, seal or packing shall be altered, broken/tampered with or damaged before or while selling the products.)

16. The products are invariably tested for conformity to the prescribed standards indicated on the label and or the container. The tests result are valid for the period specified in accordance with ISO Act as amended from time to time provided the product is stored under ideal condition. For products in Dealer's possession, the responsibility for ensuring conformity to the prescribed standards invariably rests with in the dealer. The manufacturer shall, however, have the authority to verify compliance in this regard and to take appropriate action in the event of non-compliance have the authority to verify compliance in this regard and to take appropriate action in the event of non-compliance.

17. The dealer has to attend quality related complaints within his area of jurisdiction. In case of the dealer's inability to fix the complaint, the dealer will take help of the manufacturer. Product once sold to the Dealer shall not be taken back by KANPUR EV until and unless there is any manufacturing defect detected after delivery to the dealers.

18. Termination of Agreement: Either party may terminate the contract by giving Page 4 of 5 30 Days notice to the other party. On expiry of the notice, the agreement shall stand cancelled and revoked; but without, prejudice to the rights of either party against each other in respect of any matter or thing in existence prior to such cancellation/revocation. KANPUR EV , however reserve the right to terminate immediately the dealership without giving any notice as above in the event of contravention of any of

the terms and conditions and 100% of the security deposit shall be forfeited on the event of the dealer violates any terms and condition of the dealership..

The agreement shall be terminated if:-

- a) The dealer or any member of the Dealer's firm is adjudicated insolvent or effect composition with his creditors;
- b) The period of the contract expires, unless it is renewed; and
- c) In the event of termination of the contract for any reason, the dealer shall settle all the accounts of recoverable statements sent by the manufacturer, within 30 days of receipt of the statement.
- d) In the event, dealer fails to achieve the target, and after review of performance of the Dealer and if found unsatisfactory the entire security deposit will be forfeited. Dealer will have no right to challenge termination of Dealership made by the corporation as its own without assigning any reason.

19. Promotion: The manufacturer may from time-to-time supply to the dealer and his sub dealer's publicity material, hoarding, posters, signboard etc. as deemed fit or necessary but shall be under no obligation to do so. Dealer has to participate in the advertisement and the sales promotion work undertaken by the manufacturer.

20. Arbitration: Any or all dispute arising out of or under the dealership agreement and/or regarding the execution, implementation or interpretation of this agreement or any provision there of shall be referred to sole arbitrator to be appointment by the promoters of M/s KANPUR EV in accordance with the provision of the Indian Arbitration and Reconciliation Act 1996 or any other statutory modification ore-enactment thereof. Such Arbitration shall be held in the city of KERLA .

21. Jurisdiction – All the disputes /difference or claims arising out of Dealership Agreement shall have KERLA as its Jurisdiction.

22. Force Majeure – Any default or supply of product by the manufacturer shall not give rise to any claim for damages against the manufacturer, if and to the extent caused by force majeure or matters beyond the reasonable control of the manufacturer including but not limited to causes of acts of GOD , acts of Government Authority , strike or other concerned acts of workmen ,riots ,floods ,explosion, breakdown of plant ,extraordinary severe weather conditions ,civil commotions etc. Other Terms & Conditions.

23. Dealer shall furnish to the manufacturer the precise addresses of his subdealers through whom the manufacturer aids & appliances bought by him will be sold Page 5 of 5 at the retail level. The Dealer shall also intimate additions, changes, modifications in the list to the manufacturer from time to time. However, the dealer will be solely responsible for the obligation arising out of all acts of his sub-dealers.

24. The manufacturer shall not be responsible for any damage to the appliance after delivery to the Dealer on account of inclement weather, poor management, bad storage, defective transit / handling/burning of e bike etc. on the part of Dealer

25. The Dealer is not entitled to deal any other product/ brand which are in the manufacturer's product line and interest areas.

26. Kanpur ev reserves right to amend / modify or change any terms and conditions of Dealership agreement by giving due notice to the dealer.

How to apply:

27. A) Interested persons/ company may download the application form from website <https://www.KANPUREV.com> and fill the form after reading carefully the terms & conditions.

B) An amount of Rs. 10,000/-(non-refundable.) & Rs. 1,00,000/- (subject to adjust in first order) in the form of DD or account transfer will be payable along with the application of Dealership. And said amount will be non-refundable.

- For DD- in name of KANPUR EV OR AKSH LAHAR SHIPPING PVT LTD ONLY

- For Account transfer – A/C Holder Name – KANPUR EV

The envelope should be mentioned as “Application for Dealership” and sent to KANPUR EV MISHRA MARKET RAMAIPUR KANPUR FRONT OF INDIAN RESTORENT HAMIRPUR ROAD RAMIPUR KANPUR
Required Documents of firm/owner are mentioned below1. Adhaar Card

2. PAN Card

3. GST Details

4. Bank Guarantee

5. CC Bank Account details

6. Address Proof.

for KANPUR EV

for Dealer Authorized Signatory

Name- Signature