

DEALERSHIP AGREEMENT

AASHTHA ENTERPRISES (AZONE EV)

(Electric Vehicles, Batteries, Chargers, Spare Parts & Accessories)

This Dealership Agreement (“Agreement”) is made and executed on this ___ day of _____, 20.

GST:-08FBRPB2083R1ZW

Web-www.azoneev.com

Gmail-azoneev@gmail.com

Mob-9166589678

PARTIES

FIRST PARTY (COMPANY)

AZONE EV,

a brand owned and operated by **AASHTHA ENTERPRISES.**

Corporate Office:

Plot No. C-2, H-Block, Pithawash, Jaipur – 302012

Factory:

Plot No. Bhoomi Automobile Om sai ITI villagr-sarkadi sekh janta road sharanputr uttar pradesh,

(hereinafter referred to as the “Company”, which expression shall include its directors, successors and permitted assigns)

SECOND PARTY (DEALER)

Name / Firm / Company Name: _____

Constitution: Proprietorship / Partnership / LLP / Private Limited

Registered Address: _____

GST No.: _____ | PAN No.: _____

(hereinafter referred to as the “Dealer”, which expression shall include its proprietors, partners,

directors, successors and permitted assigns)

1. APPOINTMENT & NATURE OF RELATIONSHIP

1.1 The Company appoints the Dealer as an Authorised, Non-Exclusive Dealer for sale and marketing of Company products.

1.2 This Agreement does not create any franchise, agency, partnership, joint venture or employment relationship.

1.3 The relationship shall remain strictly principal-to-principal.

2. TERRITORY

2.1 Dealer Territory: _____

2.2 The Company may appoint additional dealers, sell directly (online/offline), or supply institutional/government orders in the same territory.

3. PRODUCTS

Electric vehicles, scooters, batteries, chargers, motors, controllers, spare parts and accessories as introduced by the Company from time to time.

4. TERM & RENEWAL

4.1 Term: Three (5) years from execution.

4.2 Renewal subject to performance, compliance and written Company approval.

5. SHOWROOM & INFRASTRUCTURE REQUIREMENTS

5.1 Dealer shall operate a showroom of minimum 2,000 sq. ft. with:

- Minimum 20 ft. front display
- Adequate customer parking (subject to local availability)

5.2 Dealer shall maintain a minimum sanctioned electricity load of 5 kW.

5.3 All rent, utilities, maintenance and premises costs shall be borne solely by the Dealer.

5.4 Any deviation requires prior written approval of the Company.

6. BRANDING, INTERIOR & STANDARDS

6.1 All interiors, fixtures, furniture and branding shall strictly follow Company brand guidelines.

6.2 Branding shall remain Company property and must be removed upon termination.

6.3 Unauthorized changes may lead to suspension or termination.

7. MANPOWER

7.1 Dealer shall recruit and manage all staff at its own cost.

7.2 Company may provide training or personnel only on mutually agreed terms.

8. COMPLIANCE & LICENSES

8.1 Dealer shall obtain and maintain all licenses, registrations and approvals required by law.

8.2 Compliance with EV laws, RTO rules, GST, Consumer Protection Act and local laws is mandatory.

9. NON-COMPETING PRODUCTS

9.1 Dealer shall not display or promote competing EV brands within the AZONE EV-branded showroom.

9.2 Other businesses may be conducted outside the AZONE EV premises without brand confusion.

10. PRICING & PAYMENT

10.1 Prices as per Company price list.

10.2 Prices exclude GST, transport, insurance, registration and subsidy.

10.3 100% advance payment mandatory unless approved in writing.

10.4 Price revision shall not create any claim.

11. ORDER CANCELLATION & REFUND

11.1 Cancellation of confirmed order attracts ₹5,000 per order.

11.2 Cancellation allowed only if dispatch/invoicing has not commenced.

11.3 Refund (if any) within 7–15 working days, via bank transfer only.

11.4 No interest or compensation payable.

12. DISPATCH, DELIVERY & RISK

12.1 Delivery: Ex-Factory / Ex-Warehouse.

12.2 Risk transfers upon handover to transporter.

12.3 Transit insurance is Dealer's responsibility unless arranged at cost.

13. WARRANTY

13.1 Warranty valid only if invoice mentions warranty and serial number.

13.2 No invoice mention = no warranty liability.

13.3 Warranty excludes damage, water ingress, misuse, unauthorized repair, accident.

13.4 Third-party brand products carry warranty of that brand only.

14. NO COMMITMENT CLAUSE

Dealer shall not guarantee subsidy, range, speed, buy-back or replacement.

Company not liable for Dealer representations.

15. SECURITY DEPOSIT

15.1 Refundable, non-interest-bearing Security Deposit: ₹1,00,000.

15.2 Adjustable/forfeitable against dues, penalties, claims or legal liabilities.

15.3 Refund (if any) within 30–60 days post-termination.

16. DEALERSHIP FEE, BRANDING & SALES KIT

16.1 One-time Dealership Fee: ₹10,00,000 (separate from deposit).

Refund Schedule:

16.2 Refund subject to no default, no termination and acceptable performance.

16.3 Company shall provide standard showroom branding and sales kit.

17. STOCK, MOQ & REPORTING

17.1 Dealer shall maintain minimum display stock as prescribed.

17.2 Orders shall follow MOQ norms.

17.3 Dealer shall submit sales and stock reports as prescribed.

18. ADVERTISING & MARKETING

18.1 Local advertising by Dealer at own cost with prior Company approval.

18.2 National marketing handled solely by the Company.

19. NO GUARANTEED RETURNS

Dealer acknowledges that no profit, margin or sales guarantee is provided.

20. INSURANCE

Dealer shall maintain property, liability and employee insurance and provide proof upon request.

21. CONFIDENTIALITY & DATA PROTECTION

Dealer shall safeguard Company and customer data and comply with applicable data protection laws.

22. AUDIT RIGHTS

Company may audit Dealer operations, records and branding upon reasonable notice.

23. TERMINATION

23.1 Either Party may terminate with 30 days' written notice.

23.2 Company may terminate immediately for default, fraud, misuse, legal violation or target failure.

24. EFFECT OF TERMINATION

- All dues immediately payable
 - Branding usage stopped
 - No buy-back obligation
 - No goodwill or compensation claim
-

25. NON-SOLICITATION

Dealer shall not solicit Company customers using confidential data for 12 months post termination.

26. FORCE MAJEURE

Neither Party liable for delays due to events beyond reasonable control.

27. GOVERNING LAW & JURISDICTION

Governed by Indian Law.

Jurisdiction: New Delhi / (Jaipur Rajasthan).

28. PROFIT & INSNTIVE

28.1. B1 SINGLE LIGHT , B2 DUBBLE LIGHT /-UNIT 8000 Also.

28.2. All model /-unit 10000 also.

29. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties.

SIGNATURES

For the Company (**AZONE EV**)

Name: _____

Designation: _____

Signature & Seal

For the Dealer

Name: _____

Signature & Seal

Witnesses:

1. :

2. :
