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Tran Id: 241111130428834903
Date: 11 NOV 2024, 01:07 PM
Purchased By:
K. SIVARAM PRASAD
S/o K. SAMBA SIVA RAO
R/o PATANCHERU
For Whom
SWATHI BUILD TECH PVT LTD

N. Laxmi Bai
N. LAXMI BAI
LICENSED STAMP VENDOR
Lic. No. 1711020/2012
Ren.No. 1716068/2024
SHANTHI NAGAR COLONY,
PATANCHERU,
SANGAREDDY DIST
Ph 7981536971

DEALERSHIP AGREEMENT

This Dealership agreement made on this 29 day of NOV 2024

Between

METECNO (INDIA) PRIVATE LIMITED, a Company registered under the Companies Act 1956, having its registered office at No.138/30, II Floor, Florida Towers, Nelson Manickam Road, Chennai-600 029, represented by its Directors here in after called "The Company" which expression shall unless excluded by or repugnant to the context be deemed to include its subsidiaries, successors and assigns) of the **ONE PART:**

AND

M/s.SWATHI BUILD-TECH PRIVATE LIMITED, carrying business at represented by its Managing Partner (Hereinafter called "The Dealer" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and permitted





assigns, executors, administrators, heirs and legal representatives) of the **OTHER PART.**

WHEREAS

- A. The Company is engaged in the manufacture/sale of Insulated PUF Panels, Mineral wool Insulated Panels and relevant accessories, thereof (hereinafter for the sake of brevity called "The Company's Product") and
- B. In order to ensure an adequate supply of quality products at prevailing prices and to render proper and adequate after sales services to the consumers (Roofing Contractors, PEB Structure Manufacturers, Principal Building Contractors, (collectively referred to as 'Customers') the Company intends to appoint dealers for the sales and service, of the Company's products.
- C. The Company has agreed to appoint the Dealer for carrying out the sale and service of the Company's products alone in the agreed area of operation on the terms and conditions, mutually agreed, as hereinafter set forth.





**NOW THIS AGREEMENT WITNESSETH AS
FOLLOWS AND BOTH THE PARTIES HERE TO
AGREE AS FOLLOWS:**

1. The Company agrees with the Dealer for his acting as the authorized dealer solely for the purpose of sales and providing after sales service of the Company's products at Telangana State for a period of 36 months (Three Years) from the date of agreement. Wherein the Dealer intends to maintain facilities in accordance with the Company's specification for carrying on sales of the Company's products and rendering after sales services for the said Company's products in Telangana State. It is agreed that in Operation, the Dealer will be primarily responsible for the best conduct of business and for providing constant encouraging business results to the fullest satisfaction of the Company. Sales Volume achievement will be seen as the most critical factor in assessing the Dealer Performance. The volume of Sales to be effected by the dealer in the area of operation shall be fixed/reviewed by the Company every three months. The Company shall however, in the absolute and unfettered discretion be entitled to appoint any other



dealer or make direct sales and service in the aforesaid Area of Operation.

2. The Dealer assures the Company and undertakes that the Dealer shall maintain to the satisfaction and norms and specifications of the Company.

- a) A minimum stock of 5000 Sq.Mtrs of the Company's products to fulfill the customer's day to day demand
- b) Trained and adequate personnel for sales and services as per Company's norms.
- c) Proper books of accounts.
- d) Facilities to render after sales services to the customers for Company's product at the existing/proposed center(s).
- e) periodical status reports of the sales and service of the Company's products in the format as prescribed by the Company from time to time.



- for the Dealer's workmen.

Shirley



4. The Dealer shall always endeavour to promote the sale of the Company's products in the Area of Operation and in such endeavour shall maintain in a stock of such products in such quantities as may be reasonably deemed necessary by the company from time to time in order to cater to the needs of the consumers in the area contiguous to the dealer's Area of operation.

5a. The Dealer undertakes to keep the Company informed and advised about the sales and after sales services activities at the time, and in a manner as may be directed by the Company from time to time.

b. The Dealer further undertakes to allow the Company, its servants and agents, at all times, without notice during the normal working hours to enter into



and take inspection of a center(s) and check all products, sales and after sales services, facilities, Sale registers, Account Registers, Service records, records of statutory compliance act and to take synopsis, extracts and copies thereof.

Trade Marks & Intellectual Property Rights:

- a) During the term of this Agreement, Dealer is authorized to display the Company's permitted Trademarks, Logos for the purpose of advertisement, sales promotion of the Company products provided always that such use is in accordance with guidelines set by the Company from time to time.
- b) Dealer shall not use or permit to use under any circumstances whatsoever such brands, Trademark and logo as part of the business name of Dealer, except as may be permitted by the Company in writing.
- c) Nothing in this Agreement shall give the Dealer any interest or right in any manner in any trademark, logo or trade name, patent right, model name right or copy right belonging or licensed to the





Company. Dealer shall not take any action to register any of the above mentioned industrial and intellectual property rights belonging to the Company with any Governmental authority or official agency. Dealer's right to use of such trademark, logo trade names or intellectual and industrial property rights as provide in this Agreement shall cease upon termination/ expiration of this Agreement, whichever is earlier.

- d) Dealer will do nothing to prejudice damage or contest the validity of the Trademark, or goodwill associated with it or its ownership by the Company. Dealer will Co-Operate fully with the Company in protection and defence of the Company's intellectual Property Rights (IPRs) which will be undertaken by the Company. Dealer will properly notify the Company of any actual or potential infringements of or claim or actions brought by third parties in respect of the Trademark and shall provide necessary assistance in this regard. Any improvements to the Products, inventions and products derived from the proprietary information made available to the



K. S. Srinivasan



Swathi Build Tech Private Limited

Dealer including those attributable to the Dealer will be exclusive property of the Company or its affiliated companies and will be promptly disclosed by the Dealer to the Company.

6. Dealer acknowledges that all copyrights in or in relation to all maintenance manuals, technical drawings and specifications, training material, books, videotapes and all updates, modifications or translations thereof (hereinafter referred to as proprietary products), are exclusive property of the Company and the Dealer shall not transfer or let out any content the same to any third party, either temporarily or otherwise, without the prior express written authorization of the Company. Any copyrights in or in relation to translations or modifications to any proprietary products shall remain the exclusive property of the company or its affiliate companies. The said proprietary Products shall be returned or otherwise disposed of by the Dealer to the Company in the manner as prescribed by the Company on termination/expiration of the Agreement, which ever is earlier.



K. S. Reddy



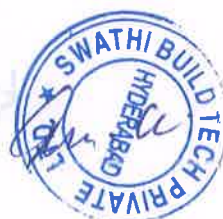
Singh

7. Scope of this Agreement

Company

- a. The Company at any given point shall supply the required quantity of sandwich panels at the earliest possible period.
- b. The Company shall give adequate training to the Dealer's personnel/installation team in handling/installation of the Panels manufactured by the Company
- c. The Company shall also support the Dealer with adequate promotional material like Catalogues, Banners/Product Posters for Display at its Point of Sale.
- d. The Company also agrees to send its personnel along with the Dealer's representative if any joint technical discussions are involved with prospective industrial/institutional Clients.

Dealer:



- a. The Dealer shall in his endeavour meet all the Architects, Project Consultants, Industrial/ Institutional Clients in his Territory/region by making Product Presentations to promote the Sale of the Company's products.
 - b. Carry out joint advertisement campaigns in local newspapers, industrial directory. The costs involved will be jointly shared with the Company.
8. During the tenure of this Agreement the Dealer shall not take recourse to any of the following
- a) Any act which purports to undermine the reputation and goodwill and competitiveness of the Company's products.
 - b) Any arrangement, collusive or otherwise which is likely to affect adversely the sales potentialities and reputation of the Company.
 - c) Any act by which the technical secrets, information, devices or facilities relating to sales, services, repairs disclosed by the Company to the Dealers, or otherwise howsoever acquired by the Dealer in the



course of business as a Dealer of the Company is made available to competitors/third parties to the detriment of the Company.

- d) Any sale under circumstances in which a dealer has reason to believe that the said sale would have the effect of depriving the Central or State government of its legitimate taxes or dues.
- e) Any sales under circumstances in which a Dealer has reason to believe that the purchaser is not a genuine or a bona-fide customer and if the sale is to another dealer, that such Dealer, will not be in a position to render the after sales service to the actual users.
- f) Any sale or transaction which is designed to have the effect of undercutting other dealers in the Company's products, with a view to having the effect of driving such a dealers out of business.



g) Any act which in the bona-fide opinion of the Company is likely to affect or prejudice the interests of the Company.

9. a) The Dealer may take the delivery of the goods at the factory premises or at the branch/depot offices as the case may be personally or through an authorized agent. The property of the goods, in such case shall immediately pass on to the Dealer.

b) The Company also agrees to send the goods to the place of the dealer if so desired in such cases, the Company would hand-over the goods to the Railway/Road transport or the contractor for transportation of the goods (generally called as driven by its own power) it is specifically agreed by and between the parties hereto, that in the event of sending the goods through a transporter, by rail or by road, such transporter shall be deemed to be the agent of the Dealer and Dealer hereby authorizes the company to appoint such transporter for and on behalf of the Dealer. All liabilities of the company shall cease on the delivery of the goods to the transporter as aforesaid. Upon such delivery of the goods, i.e. whether of road/rail transport or to the contractor (driven by its



own power) the property in the goods shall however be passed immediately on to the Dealer and the Company shall not be liable for any loss to the goods whether in transit to otherwise. The transport charges as also the transit incidental and any other expenses shall be paid by the Dealers to such transporter the contractor.

c) It is agreed between the parties that the Dealer shall take transit insurance and other insurance policies in its name in respect of the goods delivered in terms of above sub-clauses 9(a,b). In the event of such insurance being taken by the Company, the Dealer hereby authorizes the Company to do so for and on behalf of the Dealer and Dealer will reimburse the Company the cost and expenses incurred by the Company in this regard.

10. The Dealer shall make payments in advance for the Company's products either in cash or by bank draft or by an irrevocable letter of credit, or may be given products by the Company on credit, or as agreed by the company from time to time and the property in the company's products shall be deemed to have been passed to the dealer as soon as the same have been delivered.



In the event, the company allows supplies against payments by cheque the Dealer undertakes to reimburse the Company of all banking charges that may be payable for the encashing of the cheque.

- 1) In case of payment by cheque:
 - a) The Dealer ensures that cheque(s) issued by it under this Agreement shall be duly honoured and accepts and acknowledges that any dishonor of cheque shall make him liable for action under the Negotiable Instruments Act 1881.
 - b) The Dealer agrees not to give any instructions to the company not to present the cheque(s) given by it in case it does so; it may be presumed that the same has been done to thwart the prosecution under the Negotiable Instruments Act, 1881.
 - c) Any dishonor of the cheque(s) given to obtain the company's product shall give presumption that from the very inception the Dealer had dishonest intention causing wrongful loss to the Company and wrongful



Signature



2) In the event, the Dealer receives supplies of Company's product on credit to the dealer, the latter shall be obliged to abide by the terms and conditions of the credit policy as existing on the date of such supplies or as amended from time to time by the company. In addition, the company shall also be entitled to.

- a) Pull back and/or repossess the products supplied on default by Dealer in paying the outstanding dues when due for which the Dealer shall be deemed to have authorized the company or any agent/agency deployed by it to pull back and or repossess the products.
- b) Charge and recover from the dealer simple/compound/penal interest, as specified in the Credit Policy or as may be deemed fit in the circumstances.



11. For supplies of the company's products, the dealer agrees to make payments at the prices as established by the Company from time to time in exercise of its absolute discretion. In addition to the prices the dealer shall pay all taxes, Central and local together with other statutory duties that may be levied on such sales from time to time.

12 a) That as indicated in the annexure to this agreement, the dealer has deposited with the company at Chennai a sum of Rs.20,00,000/- (Rupees Twenty lakhs only) as Security Deposit. The Security Deposit amount does not attract any interest thereon

b) The company reserves the right to increase the amount of Security Deposit and demand/recover the difference, if any, from the dealer, who accepts to pay the same unconditionally.

13. The Dealer shall place firm orders with the company for their minimum requirement of the company's products one month in advance, in order to enable the company to determine its production schedule.



15. The Company reserves the right to change the products and or designs of the products in such a manner as may be deemed necessary by the Company without being liable to supply the products, which have been discontinued.

16. The Company from time to time shall advise the Dealer, in writing, of its warranty or warranties applicable to company's products. Such warranty or warranties shall be in the forms prescribed by the company and shall be supplied to the customer of the company's products in connection with the sale thereof by the dealer to the consumer. There shall be no other warranty, expressed or implied, including without



limitation, any implied warranty or merchantability or fitness, or any other obligation, on the part of the company to the dealer or the consumer with respect to any of the company's product except the warranty or warranties specified.

If any Dealer fails to comply with the instructions of the company in the performance and administration of the warranty and in consequence the company incurs a liability to the consumer, the value of such claims arising out of this liability and paid by the company to the consumer shall be recoverable by the company from the dealer and the dealer hereby undertakes to satisfy such claims of the company fully.

17. All notices to be served upon the dealer shall be deemed to have been served if sent by registered post or Speed post or Courier addressed to the dealer at the address specified in this agreement or all the changed address, intimation thereof is given to the finance department and the concerned regional office of the company by the dealer by registered post. The communication shall be deemed to have been at the time at which the same would in the ordinary course be delivered.

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 Shwathi

18a) This Agreement shall not in any way create the relationship of principal and the agent between the company and the dealer. Under no circumstances shall the dealer be considered as the agent of the company. The dealer shall not act or attempt to act, or represent himself directly or by implication as an agent of the name of the company accordingly it is clearly understood and agreed between the company and the customer in respect of any products sold or agreed to be sold by the dealer to the customer. All dealings between the company and the dealer shall be as Principal to Principal.

The agreement does not in any way create a labour management relationship between the dealer and the company and under no circumstances shall the dealer be considered as the employee of the company.

b) The agreement does not in any way create a labour management relationship between any of the dealer's employees and the company and under no circumstances shall any such relationship be considered to exist. All personnel employed by, or associated with the dealer will be hired supervised, or dismissed by the dealer only. The dealer shall be solely



The dealer also agrees to and undertakes to provide total service to any of the company's products within the warranty period against valid service vouchers on the terms and conditions stated there under.

20.a) It is decided and agreed between the parties that the company reserves the right to terminate /determine and or treat this agreement to have come to an end if:

an end II:



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of the Agreement which the parties have executed in their own interest to the mutual exclusion. That the company shall continuously review and record the performance of the dealer based on which it may make a decision on continuation of the agreement.

21. Upon termination of this agreement the dealer shall cease to be the authorized dealer of the Company's producer and shall:

- a) Pay immediately to the company all sums owing from the dealer to the satisfaction of the company.
- b) Remove at the Dealer's expense all signs created or used by the dealer and bearing any trade mark or trade name used or claimed by the company of any work indicating that the dealer is authorized or ex-authorized dealer with respect to any of the company's products. The dealer will also erase or obliterate from stationery and other papers used by the Dealer, all trademarks and trade names used or claimed by the company and all words indicating that the dealer is an authorized dealer with respect to the



company's products. The dealer will also discontinue all advertising as an authorized dealer or as an ex-authorized dealer in respect of the company's products.

- c) If the dealer fails or refuses to comply with any of the requirements of this clause, the dealer shall pay all costs and expenses including attorney's fees and other expenses in connection with any action taken to effect or enforce compliance. In addition the dealer shall also be liable to pay Rs.5,000/- per day as liquidation.
- d) At the option of the company or its nominee without any consideration, all customer orders for company's products which the dealer has. Not fulfilled and all customer deposits made thereon and deliver to the company names, and addresses of the dealers customers, and of prospective purchases of the company's products from the dealer.
- e) Each order of the company's products received by the company from the dealer and



unfulfilled on the effective date of termination of this agreement shall be deemed as cancelled at the option of the company.

- f) Any termination expiration of the Agreement shall not, however, relieve the dealer from their pending obligations/liabilities incurred or arising out of any transaction entered into with the company / customs prior to such termination / expiration.

22. The dealer acknowledges notice that this agreement shall bind the company only when executed by a person authorized by the company to do so and no one except an authorized person of the company is entitled on behalf of the company to make agreement relating to the subject of this agreement or to modify any previous agreement or to terminate this agreement and that too, only by an instrument in writing.

23. The dealer represents that the persons whose particulars are given in the attached Annexure under item 1 are the owner/partners or directors of the dealer and,







- a) The persons whose particulars are given in the attached Annexure under item 2 single/jointly have full authority and responsibility of Management of the dealer in the performance of this agreement.

24. The dealer shall give the company prior written notice of any proposed change on such ownership or managerial authority and responsibility and immediate notice of the death or incapacity of any person occasioning the change. No such change shall bind the company not the company shall be obliged, in the event of change, to conduct business with the dealer, unless until such change has been legally effected and the company has consented hereto in writing.

25. This agreement terminates and supersedes all other agreements if any, oral or in writing for any company's products between the dealer and the company. Any change in this agreements shall be made only in writing and signed by both the parties.

26. In the event of any dispute or differences, arising out of this Agreement or in connection with any interpretation of this agreement, the same shall be



referred to a Sole Arbitrator to be appointed by the Company under the provisions of the Indian Arbitration & Conciliation Act, 1996 and any rules framed there under (including amendments/enactments thereof). The venue of arbitration shall be Chennai. In the event of litigation in Court, this Agreement is subject to Chennai

jurisdiction alone, where the company's Registered Office is situated and where part of this agreement is to be performed and carried out. In case of any dispute, the courts in Chennai only and no other courts will have the jurisdiction.

27. The headings of each clause are inserted for convenience only and shall not be deemed for forming a part of this agreement or to govern or affect the meaning of any terms thereof.

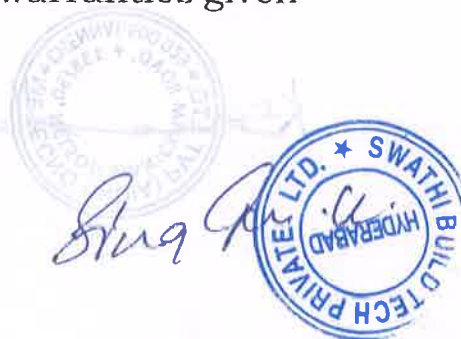


28. This agreement shall be subject to force majeure in the event of force majeure, such as fire, flood, strike other labour disputes, accident, riot, invasion, civil disturbances, or any act of God, or an act beyond the control of the parties, neither party will be liable for failure to perform any part of the agreement. It shall also be subject to such controls and restrictions on prices, quantities, supplies etc. as may be imposed by Central/State Government or any other statutory authority from time to time.

29. This agreement shall continue to remain in force for a period of 36 months/three years unless terminated by the company for reasons as specified as above.

30. All sales to customers, by the dealer, be always in accordance with the manufacturers general conditions of sale. Any guarantee exceeding the warranty contained

in the general conditions of sale are excluded. The manufacturer (Company) in particular is not liable for consequential damages whatsoever for any manufacturer's liability in excess of the warranties given the manufacturer.



31. It is agreed by both parties that, if any of the provisions of this agreement is void or will become void, all other provisions shall remain in force. If the effective provision, which happened to be void or will become void, is replaced in future by the provision which is legally admissible and the economic effect of which is identical or comes nearest to the effect of the original provisions, the same shall be accepted by both the parties hereto.

IN WITNESSETH WHEREOF THE PARTIES
HERETO HAVE EXECUTED THESE PRESENTS THE
DAY, MONTH AND YEAR FIRST WRITEN ABOVE.

a. SIGNED SEALED AND DELIVERED

FOR AND BEHALF OF M/s METECNO (INDIA) PRIVATE
LIMITED. in this behalf by the Company



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2. DIRECTORS AND MANAGERS AUTHORIZED TO MANAGE THE DEALERSHIP

S.No.	Name	Office Address	Designation	Specimen Signature
1.	MR. K. SREEDHAR	Metecno-Chennai	DIRECTOR	K. Sreedhar
2.				

3. SECURITY DEPOSIT

AMOUNT Rs No.

Dated vide Ch.No.....

drawn on-----

Signature



FOR AND BEHALF OF

(Dealer)

WITNESS

1.

2.

ANNEXURE

1. PARTICULARS OF DIRECTORS OF THE DEALER

S.No.	Name	Home Address	Percentage of Ownership	Specimen Signature
1.	K.Siva Ram Prasad	# 1-60/5/1, Sivaram Residency, Beside Unicent School, Balaji Nagar, Miyapur, Hyderabad -500049	100%	<i>Signature</i>