



INDIA NON JUDICIAL

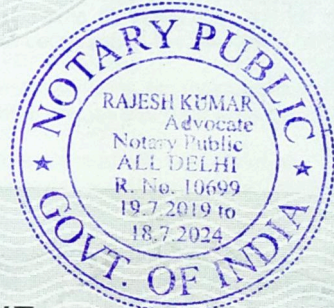
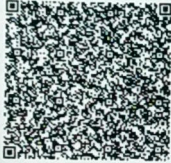
Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	: IN-DL71360740896977T
Certificate Issued Date	: 09-Apr-2021 12:37 PM
Account Reference	: IMPACC (IV)/ dl724003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL72400343459534180006T
Purchased by	: PHARMA SYNTH FORMULATIONS LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PHARMA SYNTH FORMULATIONS LTD
Second Party	: AURETICS LIMITED
Stamp Duty Paid By	: PHARMA SYNTH FORMULATIONS LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

सत्यमेव जयते



AGREEMENT

This agreement of Propaganda cum Distribution (PCD) is made on the day 9th April 2021 at Dilshad Garden, Delhi

BETWEEN

M/s. Pharma Synth Formulations Limited, (CIN-U74899DL1993PLC056231) a body corporate registered under the MSMED Act, 2006 (UAN-UK06B0001683), having its Registered Office at A-10/15, Jhilmil Industrial Area, Delhi (hereinafter called the "**Company**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) the party of first part entered into agreement through its Director Dr. Arvind Kumar Gupta.

ATTESTED For AURETICS LIMITED

09 APR 2021

Arvind Kumar Gupta
Director

For Pharma Synth Formulations Ltd.



Arvind Kumar Gupta
Director

Statutory Alert:

This Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding. For details on this Certificate and as available on the website / Mobile App renders it invalid. The legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.

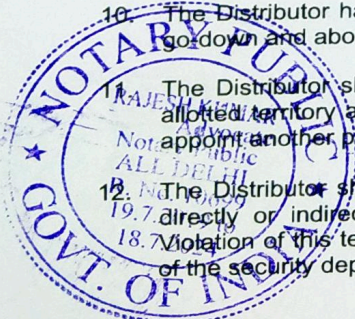
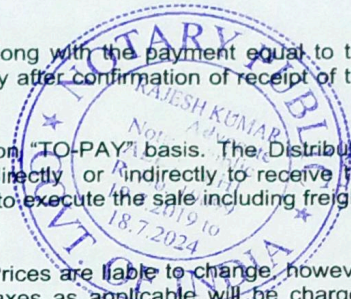
RAJESH KUMAR ADVOCATE
NOTARY PUBLIC, DELHI (INDIA)
GOVT. OF INDIA

AND

M/s. Auretics Limited, (CIN-U74999DL2021PLC377346) a body corporate registered under the MSMED Act, 2006 (UDYAM-DL-07-0001268), having its Registered Office at Plot No. 190, Old Block, Near LIC Colony, Dilshad Garden, Delhi - 110095 (hereinafter called the "**Distributor**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) the party of second part, entered into agreement through its Director, Mr. Arjun Gupta.

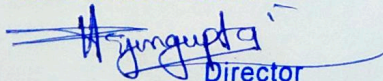
NOW THE PARTIES AGREE AS UNDER:-

1. The Distributor shall have and make available to the company, self attested copies of valid drug licenses, TIN No, PAN No., GST, or any other registration as applicable from time to time.
2. The Distributor shall have sufficient space and necessary infrastructure, office equipment like computer, fax, telephone, Internet etc for smooth working and faster communication.
3. The Distributor shall be responsible for promotion and distribution of the products through its team and network within India.
4. The Distributor shall place the order of his requirement along with the payment equal to the value of his order. The company shall make the supply only after confirmation of receipt of the payment.
5. Goods shall be dispatched through schedule transporter on "TO-PAY" basis. The Distributor shall have to bear all the necessary expenses incurred directly or indirectly to receive the consignment from the transport, to maintain the stocks, to execute the sale including freight, cartage, postage, Bank charges etc.
6. The prices offered by the company are EX-Factory Delhi. Prices are liable to change, however the Company shall inform before supply of the goods. Taxes as applicable will be charged extra. The prices offered shall be increased or decreased according to the change in MRP.
7. The distributor is authorized to stock sample and promotional items for free distribution to the doctors and promotion of the business. The distributor shall ensure that they shall not be sold.
8. The Distributor shall pay the cost of Sample and promotional materials, like Visual-aid, Stickers, Literatures, as per his requirement. The cost of promotional items shall be informed by the company as and when required.
9. The Distributor shall give a deposit of Rs.25000 per district as security. The company shall pay a simple interest @ 12% p.a on the amount of deposit and interest will be payable annually after deduction of T.D.S as applicable.
10. The Distributor has to maintain the inventory level equal to one month's average sale in their godown and about 15 days inventory in transit.
11. The Distributor shall purchase at least 25000/- worth of goods per month per District of the allotted territory and shall not keep any district uncovered. The company reserves the right to appoint another party, if any area remains uncovered for a long.
12. The Distributor shall not sell the products of the company, outside the area assigned to him, directly or indirectly through any other party, without written permission of the company.
13. Violation of this term shall attract **immediate termination** of this agreement and also forfeiting of the security deposit.



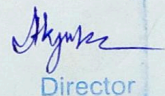
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For AURETICS LIMITED

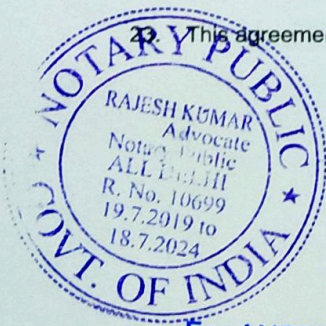

Director

For Pharma Synth Formulations Ltd.

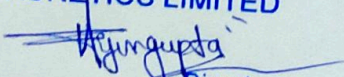



Director

13. For effective and prompt catering / distribution of the products, the Distributor may appoint one or more stockiest in their area. For this purpose, the Distributor has to pass on discount & commission from his share. The company shall not offer any thing extra over and above what is already offered. In such cases also the Distributor has to ensure that there should be no out flow of the goods from the territory, directly or indirectly.
14. The company shall forward the business enquiry received from the allotted territory to the distributor for doing the needful. The company shall not supply the agreed items / goods to any other party within the effective working area of the distributor, except institutional or Govt. supplies against the demand generated directly by the company through tenders or otherwise.
15. The Company shall not entertain any claim for expiry or saleable goods return etc. Though, the Company shall accept such goods for its proper disposal as per the law.
16. The Distributor shall operate business-like in close co-operation with the Company. The Distributor shall not indulge directly or indirectly in any such activity detrimental to the interest / goodwill of the Company.
17. The Distributor will not disclose any information, promotional strategies, programme, policies, etc to any other company, competitor, friends or relatives. The Distributor shall maintain the secrecy of business and shall not use any of the information for his own business benefits even after the termination of this agreement.
18. The Distributor will not help / motivate any employee of the company to enter into any type of business alliance with them directly or indirectly or will not offer any part time employment and will not engage any employee of the company in his organization.
19. This agreement shall remain in operation for a period of one year and shall be renewed after necessary amendments if required or shall be renewed automatically every year unless specifically terminated or amended by either party.
20. The agreement shall be at will, either party shall have a right to terminate this agreement by giving one month notice to the other party. In case of any major change in the constitution / strategy of the management of the company, this agreement may be revised altogether and that shall be acceptable to the distributor.
21. Upon termination of agreement by either party for any reason, the deposit will be returned in the last, that is after settlement of all the accounts, exchange of statutory forms, statement of account, TDS etc. After settlement, if any amount remains in balance payable to either side, an interest @ 24% shall be paid for the period of delay from the date of settlement by either party. Both the parties will exchange the relevant information in a respectable way, so as to remain in good relation even there after.
22. This agreement shall be on principal to principal basis and no one shall be treated as agent / employee of other for any purpose / reason during and even after the expiry of the agreement.
23. This agreement shall have the jurisdiction of Delhi only.

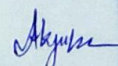


For AURETICS LIMITED


Director

For Pharma Synth Formulations Ltd.




Director

IN WITNESS WHEREOF, the parties hereto have subscribed their respective hands on this agreement.

Witness:

1. PRADEEP YADAV
G4-A SWAROOP PARK
SAHIBABAD, DISTRICT
GAZIABAD-201005 (U.P.)
MOBILE NO-9654594745

(Signed by Manufacturer on behalf of)

Pharma Synth Formulation Limited

For Pharma Synth Formulations Ltd.



Arvind Kumar Gupta

Director

Dr. Arvind Kumar Gupta
(Director)

2. BHEEM SINGH
27- New Vikash Nagar
Loni (Ghaziabad) U.P. 201102
mob - 9582949342

Witness:

1. Om Parakash
F 67-A, Gali No 1
Ganga Vihar, Delhi-97
mb. 9868096516

(Signed by Manufacturer on behalf of)

Auretics Limited

For AURETICS LIMITED

Arjun Gupta
Director

Mr. Arjun Gupta
(Director)

2. Manju Mandel
1/11305, Gali No-4
Subhash Park Ee
Shahdara - 32
Mob:- 9888063607

