

THIRD PARTY MANUFACTURING AGREEMENT

This Agreement is made on this 2nd day of February 2022 at Delhi between:

M/s **Auretics Limited**, having its registered and corporate office situated at Plot No. 190, Old Block, Near LIC Colony, Mangal Bazar Road, Dilshad Garden, Delhi-95, represented by its Director Mr. Arjun Gupta, aged about 31 year, which expression includes its legal heirs and assigns for the sake of brevity referred hereto as the first party (BUYER) of the one part.

AND

M/s **PRUTHVI FOOD PRODUCTS**, A Proprietorship firm having its registered office situated at 94B, Sangwade, Kolhapur, represented by its proprietor Ranjeet Singh Annasahib Kusale, aged about 52 year, which expression includes their legal heirs and assigns for the sake of brevity referred hereto as the second party (SELLER) of the other part.

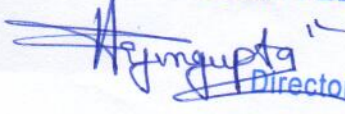
Whereas the first party runs an online retail platform that deals in selling of wellness products through Direct Selling Model and now wishes to launch FMCG products under their brand name **Curry Mile Masale**.

Whereas the second party is manufacturer and brand owner of FMCG products and intends to provide manufacturing and packaging services to the first party.

The second party and the first party exchanged several conversations through phone, whatsapp and email and finally agreed that the Second Party shall be the SELLER and the first PARTY shall be the BUYER of FMCG products under brand name **Curry Mile Masale** on certain terms and conditions which forms the basis for this AGREEMENT.

Now this THIRD-PARTY MANUFACTURING Agreement witnessed herein as under:

For AURETICS LIMITED


Director

Pruthvi Food Products


Proprietor

STRUCTURE

It is agreed that the basis of all transaction, between the First Party and Second Party, shall be on a Principal-to-Principal basis. The First party hereby SHALL be a buyer of FMCG products i.e. Powdered Spices and Pickles from the second party as per its requirements from time to time.

NON-EXCLUSIVITY

The First Party accepts to buy the products of the second party on non-exclusive basis and is free to buy any other brand products as deemed fit to meet the interest of its various customer types. The Second Party is free to sell their products to any other party anywhere in India and abroad as deemed fit to meet the interest of its various customer types. However, Second Party will not sell Auretics or Curry Mile branded products to anyone other than the First Party.

DURATION

That Both Parties have agreed that the Duration of this THIRD-PARTY MANUFACTURING Agreement shall be valid for a period of 1 Year initially from the date of signing this agreement and shall be renewed with changes as may be suitable to both parties mutually. Any party can terminate the agreement by giving a notice of 90 days.

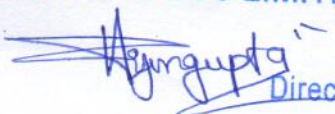
QUALITY CONTROL & MANUFACTURING DEFECTS

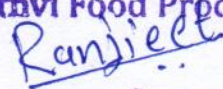
The Second Party being the manufacturer of the product under its own formulations shall be solely responsible for the quality of products produced and will ensure that products will be of same quality as provided in the samples.

DAMAGE & EXPIRY CLAIMS

The Second Party shall not replace any damage or expiry goods and it shall be the sole responsibility of the first party once goods are sold by the second party to the first party. However, in case any quality issue is arised, the second party shall replace the same with fresh and good quality products. However, the first party cannot claim any refund for the goods in any case.

For AURETICS LIMITED


Director

Pruthvi Food Products

Proprietor

PRICING

The Second Party has agreed to deliver the goods on the prescribed Price list to the first party attached herewith and MARKED as ANNEXURE "A". GST & Transportation cost will be paid by the first party as applicable. However, the price of Turmeric powder, Coriander Powder and Red Chilli powder may be revised quarterly as per market price variations.

The Second Party will affix the MRP on the products manufactured after discussion with the First Party.

DESIGN & PRINTING

Design and one time investment on box and labels will be the responsibility of first party. The first party will pay printing charges for prescribed quantity in advance and the second party will keep on deducting the printing charges from product cost as per consumption.

The Second Party shall affix the Brand name/ Trade name on the products supplied by the First Party. The Second Party hereby warrants not to use such mark on the products other than that of First Party.

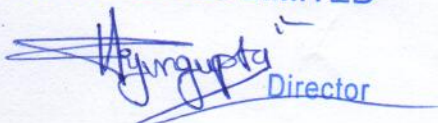
The Second Party will be responsible for all packaging & labelling requirement as per the provisions of law.

All the costs of obsolete leftover/ unused exclusive material due to change in packing or change in design or discontinuation of product etc. pertaining to First Party shall be borne by the First Party.

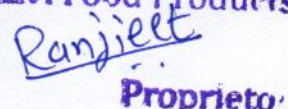
PAYMENT OF INVOICES

The First Party shall pay full payment in advance along with placement of the order. The second party will start manufacturing process only after receipt of complete payment.

For AURETICS LIMITED


Director

Pruthvi Food Products


Proprietor

DISPATCH, BILLING & INSURANCE

The Second Party shall bill all ordered goods in favour of party as per the instructions of the first party and handover the goods to cargo service provider as instructed by the first party to them. The second party is not responsible for any type of damage occurred after handing over the goods to the authorized person.

The First Party may ask the Second Party to ship small quantities to various locations. In such case, the Second Party will provide such service, but the cost of shipping will be borne by the First Party. Such small quantity will be atleast 1 carton box for spices and 5 boxes for pickles.

The First Party may require the Second Party to raise the invoice to any Other Party on rates quotes & negotiated between the First Party and the Other Party. The Second Party will not disclose those rates to anyone, or disclose the rates between First Party & Second Party to anyone, or contact that Other Party for the purpose of sales. In case the Other Party contacts the Second Party for direct purchasing, the Second Party will provide them the contact details of the First Party.

The First Party may require the Second Party to ship the products with Invoice raised by the First Party. The Second Party will dispatch those products with the Invoice raised by the First Party, but the cost of shipping will be borne by the First Party.

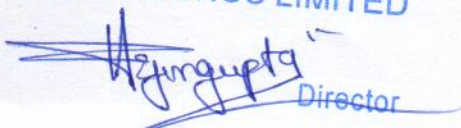
ORDER & SUPPLY OF GOODS

That the First Party shall ORDER for goods along with full payment and the second party will dispatch the goods within 7 days after receipt of full payment under normal circumstances.

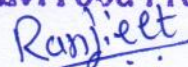
INDEMNITY

The Second Party shall ensure that it shall carry no acts that shall be detrimental to the interest of the first party and should not in any manner effect the reputation or Brand Equity of the First Party.

For AURETICS LIMITED

 Director

Pruthvi Food Products



Proprietor

RENEWAL OF CONTRACT

That this contract shall be renewed for another term of 1 year on expiry of the agreement term for another period of 1 year as per the terms mutually agreed between both parties.

DISPUTES RESOLUTION/SETTLEMENTS

In case of any misunderstanding/Disputes between both parties the matter shall be solved by arbitration where in both parties will appoint their respective arbitrators and the decision of the appointed arbitrators shall be applicable, binding on both parties and both parties shall comply with the same. If the matter still remains unresolved, it will be subjected to Mumbai jurisdiction.

In Witness whereof both parties have agreed to the above terms and conditions and here unto sign this Agreement on this Day, Month and Year first written herein above

Signed, Delivered & executed by the First Party
Auretics Limited, having its registered and
corporate office situated at:

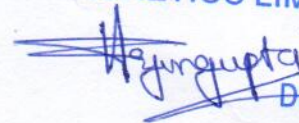
Plot No. 190, Old Block, Near LIC Colony, Mangal
Bazar Road, Dilshad Garden, Delhi-95, represented
by its Director **Mr. Arjun Gupta**, In the presence of:

Mr. Vishal Sharma

Mob: 9811391547

Address: W-296, Chandra Shekhar Azad, Street No.
9, Babarpur, Shahdara, Delhi-32

For AURETICS LIMITED


Director

Signed, Delivered & executed by the second Party
M/s PRUTHVI FOOD PRODUCTS, A Proprietorship
firm having its registered office situated at:

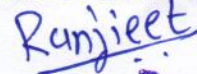
94B, Sangwade, Kolhapur, represented by its
proprietor **Mr. Ranjeet Singh Annasahib Kusale**, In
the presence of:

Mr. Sachin Sadashiv Patil

Mob: 9545575277

Address: 593/2 Ward E, Ajinkyatra Colony,
Thombre Mala, Kasaba Bavada, Kolhapur- 416006

Pruthvi Food Products



Proprietor