

# **MEMBERSHIP & FRANCHISE** **AGREEMENT**

## **GRAMIN JUNCTION (OPC) PRIVATE LIMITED**

This Membership & Franchise Agreement (“Agreement”) is executed on this [REDACTED] day of [REDACTED], 20, by and between the following parties:

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### **1. DETAILS OF THE PARTIES**

#### **1.1 The Company**

**Gramin Junction (OPC) Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at: **Pl No.3, Wd No.26, Tv., Tawar Rd. Chhote Atarmuda, Raigarh Jute Mill, Raigarh, Raigarh, Chattisgarh, India, 496001**

#### **1.2 Member/Franchisee**

Mr./Ms. [REDACTED]  
Address: [REDACTED]  
Mobile: [REDACTED] Email: [REDACTED]  
Aadhaar/ID No.: [REDACTED]  
(hereinafter referred to as the “**Member/Franchisee**”)

The Company and the Member/Franchisee shall collectively be referred to as the “**Parties.**”

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### **2. PURPOSE OF THE AGREEMENT**

This Agreement is executed for the purpose of granting membership and franchise rights for the following activities:

- Conducting network marketing, promotional and sales-related activities for the Company.
- Opening a shop/outlet/service center under the Company’s brand.
- Carrying out authorized business operations as per Company policies and guidelines.

This Agreement does **not** create any employer–employee relationship. The Member/Franchisee shall operate as an **independent business associate**.

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### 3. MEMBERSHIP & FRANCHISE FEES

The Member/Franchisee agrees to pay the following fees to the Company:

- **Membership Fee:** Rs.
- **Franchise Fee (for shop/outlet):** Rs.

#### **Conditions:**

- All fees are **non-refundable**, unless otherwise stated in writing by the Company.
  - Upon successful payment, the Company shall issue:
    - Membership ID and Certificate
    - Franchise Authorization Letter (if applicable)
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### 4. RIGHTS OF THE MEMBER/FRANCHISEE

The Member/Franchisee shall have the following rights:

- Promote and market the Company's products and services.
- Participate in network marketing and sales activities.
- Receive commissions, incentives, and rewards as per the Company's compensation plan.
- Operate a shop/outlet under the Company's brand (applicable to franchisees).
- Use approved marketing and promotional materials of the Company.

#### **The Member/Franchisee shall not:**

- Make false, misleading, or unauthorized claims on behalf of the Company.
  - Use the Company's logo, brand name, or materials without authorization.
  - Transfer membership or franchise rights without prior written approval of the Company.
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## **5. DUTIES & RESPONSIBILITIES**

The Member/Franchisee shall:

- Conduct business honestly, ethically, and in compliance with Company rules.
- Operate the shop/outlet as per Company standards (if applicable).
- Bear all operational expenses including rent, staff salaries, electricity, taxes, and licenses.
- Follow Company policies, training modules, and operational guidelines.

The Member/Franchisee shall be solely responsible for obtaining:

- Trade/Business License
  - GST Registration (if required)
  - Any local authority permissions
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## **6. COMMISSION, REVENUE SHARING & PAYMENTS**

- Commissions and payouts shall be based on the Company's official compensation plan.
  - For franchise outlets, revenue-sharing terms shall apply as per Company policies.
  - The Company may hold or suspend payment if:
    - Transactions are unverified or disputed
    - Fraud or misrepresentation is suspected
    - Rules, policies, or terms of this Agreement are violated
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## **7. INTELLECTUAL PROPERTY RIGHTS**

- The Company's logo, brand name, marketing materials, documents, and trade secrets remain the property of the Company.
  - The Member/Franchisee may use them only for authorized business activities.
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## **8. LIABILITY & INDEMNIFICATION**

- The Company shall not be responsible for any independent activities, business losses, or operational failures of the Member/Franchisee.
- The Member/Franchisee shall indemnify the Company against any legal claims arising from their actions or activities.



**13. SIGNATURES**

**For the Company: Gramin Junction (Opc) Private Limited**

Name: **Shuklambar Patel**  
Designation: **Director**  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Member/Franchisee:**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Witnesses**

**Witness 1**  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Witness 2**  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_