DOMESTIC JOINT VENTURE CONTRACT

DATED:

BETWEEN:

Cock – a – doodle – do restaurants, a flagship company of "Falcon International"having registered office at 20, B/C, Green Belt Park, Gandhi Nagar, Jammu(Tawi)-180004, Jammu & kashmir, INDIA with registration/fiscal number ………………… represented by Mr.Vishal Kohli, Chairman , hereinafter referred to as "Company A"

AND:

……………………………………………………………………… whose registered office is at …… …………………………………………………………..……………… with registration/fiscal number ………………………………Represented by Mr……………………………………………………, hereinafter referred to as "Company B".

Both the parties express a mutual recognisation of their legal authority to undertake the present "Joint Venture Contract" and declare that:

I. "Company A" is a company based in Jammu & Kashmir, INDIA, with its first presence in Cape Town, South Africa, and extensive experience in e-commerce/advertising/ automobiles /fashion/ club ventures/and restaurant sectors, are its core activities being in force and are keen to establish their ventures overseas on profit sharing and franchise branding.
II. "Company B" is a company based in ……………………………………………….With presence in …………………………………………………………………………….. ………………………………………………………… and extensive experience in the …………………………………………….………………………………………… ……………………………………………………………………..…………………………… ……………………………………………………………………..…………………………… …………. sectors , are its core activities being in force till date.
III. Both the parties are interested in establishing mutual cooperation and consequently agree to the creation of a Joint Venture.
IV. The constitution of the Joint Venture shall be implemented according to the laws pertaining to foreign investment in the country in which the company is established, and with the regulated environment of the luxury Restaurants sectors initially.

V. To this end, both the Parties agree to abide by the following agreements:

ARTICLE 1: Object of the Joint Venture.

Both the parties agree to join resources and endeavours according to the stipulations of the present contract order to:

a. "Company B" will provide the infrastructure with all the legal government formalities such as licenses required for the said Joint Venture at their own cost including assets within the time frame.
b. "Company A" will take care of all the logistics and material support including labour/man power required for the said Joint Venture after the commencement of legal process required.
c. "Company A and Company B" will developand exploit the business jointly with a specific time frame and after the period of time will expand their channels to other parts of the city or can execute the same business with the third party on "Franchisee Basis" mutually.
d. "Company A and Company B" will do the field research to commercialise the said project for which "Company B" has to invest nominal requisite fees as the "Brand" is owned by "Company A".
e. "Company B" has to pay an initial franchisee fees of INR.50,00,000.00 for the brand equity usage and an equal amount of INR.50,00,000.00 of security deposit/bank guarantee (refundable) after the successful completion of the two years of contract from the date of contract signed.

ARTICLE 2: TERRITORY

The territory in which the Joint Venture is concerned shall be exclusively the whole of city located and at later stage the territory that includes, other part of the state

ARTICLE 3: FEASIBILITY STUDY

Prior to the constitution of the Joint Venture, both the parties may agree to the implementation of a feasibility study including, among others, the following elements:

- Defination of a business model,
- Analysis of the regulatory environment pertaining to the activities to be undertaken within the territory hereunder,
- Evaluation of Market potential,
- Valuing of assets contributed by the partners,
- Business plan, and
- Schedule of action.

ARTICLE 4: CONSTITUTION OF JOINT VENTURE

Both the parties undertake to establish by ……………………………………………, a Joint Venture in ………………………………………………………………… (City/Country) to be defined legally as …………………………………………………………………………………. and doing business under the flagship name of …………………………………………….. …………………………………………………………………………………………………..…..

Which is the sole brand equity of “Company A” for which the party called “Company B” has to

pay annual franchise fees which will be 30% of net profit/year.

If any of the parties wants to withdraw from the said Joint Venture, they have to provide the written notice one month prior to the termination of the franchise agreement and In any case of dispute, the legal arbitration will be deputed for both the parties within the juridictions of indian courts.

We, “Company A” and “Company B” hereby, declare that we have understood all the parameters of this franchise agreement and are agreed to the clauses mentioned in it, duly signed and stamped by us. (In Duplicate)

Dated: ……………………….

“Company A” (Authorised Signatory)

……………………………………………………..

……………………………………………………..

……………………………………………………..

“Company B” (Authorised Signatory)

……………………………………………………..

……………………………………………………..

……………………………………………………..

Corporate Head Quarters : 20 B/C, Green Belt Park, Gandhi Nagar, Jammu (Tawi) -180004
Jammu & Kashmir, India : Ph :0091-191-2431756 | Mob : 0091-09419185762
e-mail: vishal@cadds.in | website : www.cadds.in