

MOU

This MOU is made on 25-04-2019 for five years between M/S PACEGATE ,
42 , Industrial Avenue Ilupeju , Lagos, Nigeria, through its Managing Director
Mr. Umesh Amarnani , hereinafter referred to as First Party

And

M/S O H P Food Products (P) Ltd , A 55, FF Complex, Jhandewala, Karol
bagh, Delhi 110055 through its Managing Director Mr. Hemant Arora S/O Sh.
Om Prakash Arora R/o D 1/ 25 Sector 15 Rohini , New Delhi 110089,
hereinafter referred to as Second party

Whereas

The First Party is running his own business of steel drums along with other
allied businesses in Nigeria successfully.

The Second Party is engaged in Food Industry consultancy business since 2009.

The First Party is interested in expanding their own business by developing
food industry in Nigeria. The First party wishes to have the Second party as
their consultant for the said development. In the same context the first party
approaches to the second party and offers the same.

For OHP FOOD PRODUCTS (P) LTD.


(Director)

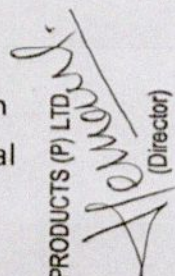
The Second party accepts the offer of the first party to develop the business opportunities by making feasibility reports and convincing investors to start the new food businesses. The second party further agrees to give complete consultancy to execute such projects as when required, only in consultation with the first party.

Now in witness thereof, the FIRST PARTY and the SECOND PARTY mutually agrees to put into effect the aforementioned offer of the FIRST PARTY and the acceptance of the SECOND PARTY on the following terms and conditions:-

- I. The First party is interested to expand its business by getting the new food industry being set up by other financiers / parties where the steel drums can be sold to them by the existing business (PACEGATE). The first party may be interested in other good proposals as well.
- II. The First party appoints the second party to explore such business opportunities in Nigeria.
- III. The Second party has made a plan to sell approx 100000 steel drums PA in their first phase. Kindly refer to **annexure "A"**
- IV. The Second party shall work on the following strategy
 - ✓ Meeting such companies and sharing expansion plans with them for expansion, who are using steel drums or potential buyer for it
 - ✓ Meeting such people who are willing to setup new food industry. Convincing them as per feasibility report to start new factories.
- V. The Second party shall start the activities and a team of two persons shall reach Nigeria as per settled time for approx 10 days. Such visits can be repeated if agreed mutually.
- VI. The second Party shall make feasibility report for all the said projects as per **Annexure "A"**
- VII. The second party shall demonstrate the compete feasibility in front of the first party and shall rectify the points raised by the first party

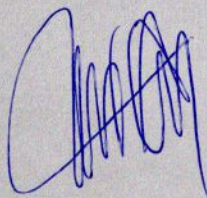
For OHP FOOD PRODUCTS (P) LTD.

(Director)



- VIII. The second party shall submit the complete report to the First party as soft copy.
- IX. The second party agrees that in case their visit is required at any stage while negotiating any project, shall be available.
- X. The First party shall make all the arrangements for the second party for the appropriate visa can be obtained as without appropriate visa the second party won't be able to work.
- XI. As of now the second party has made up a plan as per Annexure "A" besides the second party agrees to look for more feasible projects during study of the market. Which shall immediately be taken to the knowledge of the first party
- XII. The First party shall puts all its efforts to convince people to invest and setup new factories under the guidance of the second party.
- XIII. The Charges for consultancy for the execution of the said projects can be decided mutually at the time of finalisation of the project.
- XIV. The Second party agrees to explore and do business only with consultation of the first party. Final authority would remain with the first party to agree or disagree with the proposal.
- XV. The charges for making feasibility shall be as per **Annexure "B"**
- XVI. The Second party may suggest the first party to in regard to manufacture such other items i.e. water tank (1000- 1500 ltrs) , big tanks with 12K to 15K capacity. This would be subject to the study of the market.

For PACEGATE

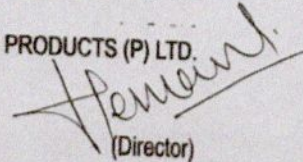


(Managing Director)



For O H P Food Products (P) Ltd

For OHP FOOD PRODUCTS (P) LTD.


(Director)

(Managing Director)

ANNEXURE "A"

Proposed plan to expand the sales of steel drums with 100000 PA

SR. No.	Name of the plant	Capacity of the plant	Expected sale of steel drums
1	Liquid Glucose	50 tons per day	50400
2.	Aseptic Pack line	50 tons per day	50400
		Total	100800

Note:

More feasible projects shall be explored during study of feasibility report.

We expect this sale in two years.

For OHP FOOD PRODUCTS (P) LTD.

(Director)

ANNEXURE "B"

Charges for making feasibility report and for execution of the project

Sr. No.	Particulars	Particulars	Remarks
1	Project Name	Making Feasibility reports on Aseptic Pack (Mango pulp) & Liquid Glucose	
2.	Visits to Nigeria	2 visits for two feasibility reports	We are always available if we are required
3.	Duration of visit	7-10 days	Can be less or more as per requirement
4.	Team Members	2	
5.	Expenses	All the expenses i.e. To and Fro Air tickets, Visa charges, Staying arrangement, Food etc shall be born by the First Party	On actual basis
6.	Charges for Making Feasibility reports	9000 USD Per Feasibility report shall be reimbursed by the first party. 50% advance and 50% when report is ready. The report shall ensure to cover all the contents as mentioned in the mail.	

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7.	No. of feasibility reports to be complete in one year	Two 1. Mango pulp 2. Liquid Glucose	
8.	Execution charges for the project	<p>A) In case PACEGATE wishes to do the project for itself then 2% of the Invoice value. (No feasibility charges would be adjusted)</p> <p>B) In case OHP does the execution for any other party apart from PACEGATE. Then PACEGATE and OHP Shall try to maximise the profit and shall share the profit 50% each, more over Feasibility charges towards the said project shall be adjusted out of OHP's profit)</p>	

For OHP FOOD PRODUCTS (P) LTD.

Hemant
(Director)