



FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made and entered into on this ____ day of _____, 202__ ("Effective Date"),

BY AND BETWEEN:

Ola Car Wash Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at **X-14, Ground Floor, Okhla Phase-II, New Delhi – 110020**, hereinafter referred to as the **"Franchisor"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

_____, a business entity having its principal office at _____, hereinafter referred to as the **"Franchisee"** (which expression shall, unless repugnant to the context or meaning thereof, include its successors, representatives, and permitted assigns).

The Franchisor and the Franchisee are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party."**

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings assigned to them below:

- 1.1. **"Agreement"** means this Franchise Agreement, together with all schedules, annexures, or exhibits attached hereto.
- 1.2. **"Brand(s)"** refers collectively to the business verticals operated by the Franchisor, including *Door2Door Car Wash®*, *Ola Car Wash – The Detailing Gang®*, *The Detailing Gang®*, and *Carnama®*.
- 1.3. **"Franchise Business"** means the business operations conducted by the Franchisee under the brand name(s) and business model(s) of the Franchisor.
- 1.4. **"Territory"** means the specific geographical area approved by the Franchisor for the Franchisee's business operations, as mentioned in *Exhibit A*
- 1.5. **"Effective Date"** means the date on which this Agreement is executed by both Parties.
- 1.6. **"Franchise Fee"** means the one-time activation fee and any applicable renewal or subscription fees as outlined in this Agreement.



2) INTRODUCTION

Ola Car Wash Private Limited is proud to introduce its **Customer-Oriented FOFO (Franchise Owned, Franchise Operated)** franchise models in the car care industry. These models are designed to provide 100% independent business ownership to franchise partners.

The Franchisor has carefully designed and developed multiple verticals of franchise business models to cover the entire spectrum of the automotive care segment, as described below:

3) Business Verticals

a) Door2Door Car Wash®

A door to door car washing service model providing the following services:

1. Doorstep Car Washing
2. Doorstep Car Detailing
3. Doorstep Rubbing & Polishing
4. Doorstep Teflon Coating
5. Doorstep Car Dry Cleaning
6. Doorstep Sofa, Mattress, and Curtain Dry Cleaning
(Applicable for cars, bikes, and two-wheelers.)

b) Ola Car Wash – The Detailing Gang®

A modern washing cum detailing center offering:

1. Car Washing
2. Car Detailing
3. Rubbing & Polishing
4. Car Dry Cleaning
5. Teflon Coating
6. Ceramic Coating
7. Underbody Washing
8. Underbody Anti-Rust Coating
9. Denting & Painting *(optional)*
10. Mechanical Repairs *(optional)*
(Applicable for cars, bikes, and other vehicles.)



c) The Detailing Gang®

A premium detailing studio offering:

1. Car Washing
 2. Car Detailing
 3. Rubbing & Polishing
 4. Car Dry Cleaning
 5. Teflon Coating
 6. Ceramic Coating
 7. Underbody Washing
 8. Underbody Anti-Rust Coating
 9. Denting & Painting (*optional*)
 10. Mechanical Repairs (*optional*)
 11. Car Wrapping Services
 12. Paint Protection Film Installation
- (Applicable for cars, bikes, and other vehicles.)

4) Carnama®

A premium body-shop business offering:

- a) Car Modification
 - b) Car Restoration
 - c) Car Spare Parts
 - d) Car Upgradation
- (Applicable for cars, bikes, and other vehicles.)

- 4.1. All the above brands are registered under the **Ministry of Commerce & Industry, Government of India** and are hosted by **Ola Car Wash Private Limited**.
- 4.2. The Franchisor has developed these business models, systems, and technologies for efficient and scalable operations.
- 4.3. The Franchisee desires to commence business operations under one or more of these brand names and offer the related services within the approved Territory. The Franchisor agrees to grant such rights under the terms and conditions outlined herein.

5) GRANT OF FRANCHISE RIGHTS

- 5.1. The Franchisor hereby grants to the Franchisee, during the term of this Agreement and subject to its terms, a non-exclusive, non-transferable right to operate the Franchise Business within the approved Territory.
- 5.2. The Franchisee shall have the right to use the Franchisor's brand name(s), business model(s), systems, and technology solely for the purpose of conducting the Franchise Business.



- 5.3. The Franchisee shall operate at least one fully functional outlet or service center within the assigned Territory.
 - 5.4. This Agreement does not create an employment, partnership, or agency relationship between the Parties.
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6. FRANCHISEE OBLIGATIONS

- 6.1. The Franchisee shall diligently promote and operate the business in accordance with the Franchisor's operational standards, service quality benchmarks, and brand guidelines.
 - 6.2. The Franchisee must follow the recommendations outlined in the Franchisor's technical survey report to achieve projected operational goals.
 - 6.3. The Franchisee shall not provide services in unauthorized or public spaces. The Franchisor shall not be responsible for any violations arising there from.
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7. FRANCHISOR SUPPORT

Subject to feasibility and internal policy, the Franchisor shall provide the following support to the Franchisee:

- 7.1. A dedicated webpage on our website showing:
- 7.2. Your name and address
- 7.3. Your contact number
- 7.4. Online booking form linked to your email
- 7.5. WhatsApp button
- 7.6. Map location
- 7.7. Corporate partner badge
- 7.8. Google Business listing
- 7.9. Google Map listing and directions (if possible)
- 7.10. Basic search engine listing (SEO and paid ads are not included)
- 7.11. Dashboard Panel including following features
- 7.12. Online Booking Handling
- 7.13. Online Message Creation and Modification (automatic)
- 7.14. Online Estimate (automatic)
- 7.15. Online Invoice Generation (automatic)



- 7.16. Customer Flagging
- 7.17. Follow-up
- 7.18. Lead Management
- 7.19. Admin Panel including following features
- 7.20. Package Manage
- 7.21. Price Manage
- 7.22. Business Profile Manage
- 7.23. Bank Detailing Manage
- 7.24. Booking CRM
- 7.25. Booking History
- 7.26. Bonus History
- 7.27. Invoice History and Bulk invoicing
- 7.28. Staff Entry and Manage
- 7.29. Driver Entry and Manage

The Franchisor reserves the right to modify, upgrade, or remove any features at its discretion based on feasibility and technological advancement.

8. FEES AND PAYMENTS

8.1. Activation Fee:

A one-time, non-refundable activation fee of ₹5,00,000 to ₹10,00,000+ (exclusive of applicable taxes) per franchise, depending on the selected business model.

8.2. Subscription / Renewal Fee:

A recurring monthly fee between ₹2,000 and ₹5,000+ (exclusive of GST), payable for ongoing access to the Franchisor's systems, platforms, and support services.

8.3. Renewal Policy:

Renewal of the franchise is optional. In case of non-renewal, this Agreement shall automatically terminate, and the Franchisor may reallocate the Territory to another party.

All payments shall be made through official channels, and all fees are subject to GST as per applicable law.

9. TERM AND RENEWAL

- 9.1. The initial term of this Agreement shall be **one (1) year** from the Effective Date.
 - 9.2. Renewal may be granted upon mutual consent and timely payment of renewal fees.
 - 9.3. A written request for renewal shall be submitted by the Franchisee at least **one (1) month** prior to expiry.
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10. LOCATION AND TERRITORY POLICY

- 10.1. The Franchisor shall approve the location(s) of the Franchise Business based on feasibility and strategic considerations.
 - 10.2. Each franchise shall typically cover a 10 km operational radius unless adjusted by the Franchisor in high-demand areas.
 - 10.3. Relocation of the Franchise Business shall require the Franchisor's prior written consent and shall be subject to payment of an amount equivalent to fifty percent (50%) of the prevailing activation fee, excluding promotional and handling costs, applicable at the time of relocation.
 - 10.4. In case of overlapping applications, the existing franchise shall have the first right of refusal.
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11. QUALITY STANDARDS

- 11.1. The Franchisee shall maintain service quality as per the Franchisor's operational manual.
 - 11.2. All materials, consumables, and tools used must be from reputed brands approved by the Franchisor (e.g., 3M, Meguiar's).
 - 11.3. The Franchisor will update the list of approved materials periodically.
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12. MASTER FRANCHISE AND MULTIPLE UNIT OPTIONS

- 12.1. Franchisees holding multiple units or master franchises shall be eligible for discounts as per current company policy.
- 12.2. State-level Master Franchisees shall pay 50% of the total franchise fees for proposed state locations in advance and may sell sub-franchises within their allocated area, subject to written consent.



12.3. **Multiple Franchise (More than 2):**

12.3.1. 20% reduce on technical survey

12.3.2. 10% reduce on one-time fee

12.3.3. 5% reduce on renewal fee

12.4. **Master Franchise:**

12.4.1. 50% reduce on total fees (minimum 10 locations)

12.5. **State Level Master Franchise:**

12.5.1. **50% Advance Payment:** To obtain exclusive rights for an entire state, 50% of the total franchise fee for the proposed number of franchises in that state must be paid in advance.

12.5.2. **50% Discount for Owned Franchises:** A 50% discount will be applicable on the total franchise fee and renewal subscription for franchises that are directly owned and operated by the Master Franchise Holder.

12.5.3. **Example:** If 20 franchises are proposed for a particular state, the franchise fee equivalent to 10 franchises must be paid in advance to secure the state-level rights.

12.5.4. **Non-Proposed Locations:** For any additional franchise beyond the proposed number or in locations not included in the initial proposal, the full franchise fee will be payable without any discount.

12.5.5. The allocation of Multiple Franchise, Master Franchise, or State-Level Franchise rights will depend solely on availability and operational feasibility, as determined by the company.

12.5.6. Once a Whole State Franchise or Master Franchise has been assigned, the company shall not allocate or assign any additional franchise under the same brand name within that territory without the prior written consent of the existing franchise holder.

12.5.7. Master Franchise Holders or State-Level Franchise Holders are allowed to sell new franchises to third parties within their allotted territory/location/area, subject to proper approval and completion of all required formalities. For each such franchise sale, they shall be entitled to 50% of the actual franchise fee (excluding taxes, handling charges, and promotional costs). This percentage may be adjusted based on mutual concern.

12.5.8. In the event the company receives a new franchise application for a location that is adjacent to or near an existing franchise's territory, the existing franchise holder will be given the first right of refusal.

12.5.9. Only if the existing franchise holder declines the offer in writing, may the company proceeds to consider or allocate the new franchise to another applicant.



13. MARKETING AND ADVERTISING

- 13.1. All marketing content must be approved by the Franchisor before use.
 - 13.2. The Franchisee may conduct local advertising using approved materials.
 - 13.3. National-level promotions shall be managed solely by the Franchisor.
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14. LEGAL COMPLIANCE

- 14.1. The Franchisee shall comply with all applicable central, state, and local laws, regulations, and government orders related to business operations.
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15. CONFIDENTIALITY

- 15.1. Both Parties agree to maintain strict confidentiality regarding all proprietary, operational, financial, and customer-related information during and after the term of this Agreement.
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16. LIMITATION OF LIABILITY

- 16.1. The Franchisee acknowledges that the Franchisor's role is limited to providing brand rights, software, and operational guidance. The Franchisor shall not be liable for financial losses, third-party disputes, or operational risks faced by the Franchisee.
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17. TERMINATION

- 17.1. The Franchisor may terminate this Agreement if the Franchisee:
 - 17.2. Breaches any material term;
 - 17.3. Engages in actions damaging the brand's reputation; or
 - 17.4. Fails to make due payments.
 - 17.5. Upon termination, the Franchisee shall immediately cease use of all brand names, marks, and systems associated with the Franchisor.
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18. GOVERNING LAW AND JURISDICTION

- 18.1. This Agreement shall be governed by the laws of India. The courts within the jurisdiction of the Territory shall have exclusive jurisdiction over all disputes arising from this Agreement.
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19. ENTIRE AGREEMENT

- 19.1. This Agreement, along with its annexures and exhibits, constitutes the entire understanding between the Parties and supersedes all prior communications or representations.
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20. AMENDMENT

- 20.1. No amendment or modification of this Agreement shall be valid unless made in writing and duly signed by both Parties.
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21. EXECUTION

- 21.1. IN WITNESS WHEREOF, the Parties hereto have executed this Franchise Agreement on the day, month, and year first above written.

For the Franchisor

Authorized Signatory

Ola Car Wash Private Limited

Name: _____

Designation: _____

Date: _____

Seal & Signature

For the Franchisee

Authorized Signatory

Name: _____

Designation: _____

Date: _____

Seal & Signature



EXHIBIT A – SERVICE ZONE DETAILS

Particular	Details
Name of Franchisee	_____
Full Address	_____
Geo Location	Latitude: _____ Longitude: _____
Service Radius	10 km
	www.olacarwash.com/yourpage
Dedicated Page	www.thedetailinggang.com/yourpage www.door2doorcarwash.com/yourpage
Business Email	_____
Official Email	_____

Corporate Office

X-14, Ground Floor
Okhla Phase-II
South Delhi-110020 (IN)

Registered Office

9-DSIIDC, Industrial Sheds
Kalkaji, South Delhi
New Delhi-110019 (IN)

7311108111

franchiseolacarwash@gmail.com
www.olacarwash.com
Helpline: 8851401212