

## DECLARATION AND UNDERTAKING

I Mr/Ms \_\_\_\_\_ ID# \_\_\_\_\_ solemnly affirm and declare as follows:

OR

We, M/s. \_\_\_\_\_, represented by its Sole Proprietor / Managing Partner / Authorized Director,  
Mr. \_\_\_\_\_, solemnly affirm and declare as follows: -

1. Based on our estimated aggregate annual turnover from sale and provision of all goods and services, we are not required to register ourselves under Central Goods and Services Act, 2017 or the applicable State GST laws, since our said estimated aggregate annual turnover falls below the prescribed threshold / exemption limit applicable to us in our State.
2. We undertake that in case for any reason our actual aggregate annual turnover exceeds the said applicable prescribed threshold / exemption limit in any financial year, we shall immediately and forthwith register ourselves under the applicable GST laws and comply with the requirements of GST for charging the same and depositing with the GST authorities.
3. We shall keep Enagic India Kangen Water Private Limited (“Company”) including its directors, officers, representatives, servants and agents (collectively “Indemnified Parties”) fully indemnified and hold them harmless for all times to come in respect of any claim, loss, damage or penalty that may be suffered or incurred by Indemnified Parties or any of them in respect of our non-compliance or violation of any of our undertaking as contained in Clause 2 herein above and/or our declaration as contained in Clause 2 above to be incorrect or misleading in any respect.
4. We confirm that in respect of our above declaration and undertaking and the indemnity obligations, the Company shall be fully entitled to retain or withhold such amount from out of our entitlements from the Company as the Company may deem fit until we provide necessary evidence and proof of our due compliance of the GST laws and requirements, to the entire satisfaction of the Company.
5. We also further confirm that the Company shall be fully entitled to and it will be within the rights of the Company to set off and adjust the withheld amount as per Clause 2 herein above against or towards any loss, claim, damage, penalty, etc, that may be suffered or incurred by the Indemnified Parties or any of them due to our non-compliance of GST laws, rules and regulations or due to any reason attributable to us.
6. We also agree and confirm that while all matters arising out of this Declaration and Undertaking shall be subject to the exclusive jurisdiction of the courts at Bangalore alone, any dispute under this Declaration and Undertaking or in any manner connected to it shall be resolved through arbitration by a sole arbitrator to be appointed by the Director of the Company who may be authorized by the Board of Directors of the Company in this regard. The venue of arbitration shall be Bangalore and the arbitration proceedings shall be conducted in English language.

Solemnly affirmed, declared, undertaking and executed on this \_\_\_\_\_(day)of \_\_\_\_\_(month)\_\_\_\_\_ (year),  
at \_\_\_\_\_ (City).

To, Enagic India Kangen Water Pvt.Ltd.

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DEPONENT / DECLARANT  
[Signature with Seal]