

AGREEMENT FOR DISTRIBUTORSHIP

FOR

This memorandum of agreement is entered on this date between **Sunrise Agriland Development & Research Pvt Ltd** at Jaipur (Raj)-302222 (Hereinafter referred to as Principal) and M/S (Hereinafter referred to as Distributor), whereas the principals have agreed to market their products through the Distributor w.e.f and principal desires to have written following terms and conditions by this elaborate memorandum of agreement.

IN WITNESS WHERE OF THE TERMS AND CONDITIONS ARE AS FOLLOWS:-

1. This Agreement is effective from for a period of one year and can not be revoked during the year. This agreement may be renewed after 1 year as per mutual agreement between the company and the Distributor.
2. That principals hereby appoint M/S as their Distributor for the sale of their products in the assigned Districts of-India.
3. That the Distributor will have a warehouse to store the goods and all the relevant expenses on the safe storage of the goods will be taken care by the Distributor.
4. The principals will Sale the product to Distributor @ trade discount on MRP plus CST/ VAT applicable. In this case related document like road permit and CST/ VAT No. will be provided by the Distributor.
5. That the Distributor will provide necessary infrastructure like staff, proper team, marketing network, phone, mobile, online facilities for marketing. On the other hands principal will provide all the marketing related tools like Catalogue, leaflets, Posters, Pamphlets in Consultation with Distributor in the assigned territory.

6. **The Distributor will ensure a minimum sale of Rs. 2 lacs per month for the eligibility of Distributor.**

7. All sales consignments shall be sent by the Principal to the Distributor on advance payment basis and account shall be cleared bill to bill by the Distributor on monthly basis by way of issuing A/c Statement.

8. That the books of accounts, records, vouchers, and other related records register shall be true and correctly maintained by the Distributor and the same will be available in the Distributor's office for the inspection at any time by the principals or their authorized agents.

9. That the Distributor will be responsible for charging the appropriate trade tax for the respective area. He will submit the necessary trade tax return to the concerned authorities and remit the tax for the sales made by him (the principal shall not be responsible for any levy of trade tax that is in excess of amount of tax collected by the Distributor). The Distributor shall be responsible for the payment of tax and any default in this regard shall be the sole liability of Distributor.

10. That the Distributor shall be wholly responsible for the collection of the sale proceeds and remittance thereof to the principal as per the terms of the trade. Any default or non compliance of terms of the Agreement shall be taken as the breach of the Contract and the principal shall be free to discontinue the business with the defaulting Distributor **and further appoint another Party** without any information.

11. The Distributor shall be **required to deposit an amount of Rs. 2 lac as a Security amount which shall remain with the Principal during the Agreement period.** This security amount shall be returned to the Distributor after adjustment and settlement of complete accounts after the expiry of the Agreement.

12. That the Distributor shall be the sole sales Agency which will operate within the assigned territory of Region only and shall not cross his territory as well as interfere in the territory assigned to other consignee sales agency. **Further the Distributor shall not deal in any other brand in the category for which he has been assigned by principal.** Moreover, no other Consigee Sales Agency shall be appointed by the Principal and entrusted to operate within the assigned territory of the Distributor in any manner. In addition to this , the Distributor is at liberty to assign the sub-dealer/ sub-agent to any potential individual/organization/firm etc. to market the product of the principal at such terms and

condition set forth between the parties pertaining thereto. That the Distributor will look after all business interest in his assigned territory.

13. That the Distributor shall ensure safe and sound custody of goods, so that goods may not be damaged or stolen. In case of damage or loss in transit, the company will give the 'Credit Note' to Distributor against satisfactory report. The Distributor shall ensure sale of all the product within expiry time period. **The principal will not accept any goods after sales.**

14. That the company will dispatch the material to the Distributor within 15 days against their purchase order on letter head.

15. The Transportation Cost shall be borne by the Distributor.

16. The Distributor will bear godown rent, loading unloading, courier, phone, Fax charges and freight charges and all other incidental charges.

17. **That in case of termination the amount of security deposit amount will be returned after clearance of all accounts. No goods in stock will be taken back at the time of settlement. All the Claims will be settled within 30 days of termination / term notice of contract.**

18. Any dispute arising between the parties shall be subject to Jaipur jurisdiction.

In witness where of the parties have signed this agreement on the day and years written above in presence of the following witnesses

Authorized Signatory

Authorized Signatory

M/S

Sunrise Agriland Development Research pvt. ltd

Witness. 1.

2.

