

## **AGREEMENT FOR C&F AGENCY CUM SUPER STOCKIST AGENCY**

This memorandum of agreement is entered on this date ..... between **Sunrise Agriland Development & Research Pvt Ltd** at Jaipur (Raj)-302222 and ..... (Hereinafter referred C&F Agency cum Super stockist), whereas the principals have agreed to market their products through the C&F cum Super stockist w.e.f..... and principal desire 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. The C&F (consignee and forwarding) Agent cum Super stockist Agreement is effective from ..... for a period of one year. This agreement may be renewed after 1 year as per mutual agreement between the company and the C&F Agent cum Super stockist.
2. That principals hereby appoint M/s..... as their C&F Agent cum Super stockist for the sale of their products in the assigned territory of ..... of India.
3. That the C&F Agent cum Super stockist 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 C&F Agent cum Super stockist.
4. The principals will Sale the product to C&F Agent cum Super stockist @.....% trade discount on MRP plus CST applicable. In this case related document like road permit and CST No. will be provided by the C&F Agent cum Super stockist.
5. That the C&F Agent cum Super stockist 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 C&F Agent cum Super stockist in the assigned territory.
6. **The C&F Agent cum Super stockist will ensure a minimum sale of Rs. 5 lacs per month for the eligibility of C&F Agent cum Super Stockist.**
7. All sales consignments shall be sent by the Principal to the C&F Agent cum Super Stockist on advance payment basis and account shall be cleared bill to bill by the C&F cum Super Stockist 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 C&F Agent cum Super stockist and the same will be available in

the C&F Agent cum Super stockist's office for the inspection at any time by the principals or their authorized agents.

9. That the C&F Agent cum Super stockist 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 C&F Agent cum Super stockist). The C&F Agent cum Super stockist shall be responsible for the payment of tax and any default in this regard shall be the sole liability of C&F Agent cum Super stockist.

10. That the C&F Agent cum Super stockist 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 C&F Agent cum Super stockist **and further appoint another Agent** without any information.

11. The C&F Agent cum Super Stockist shall be **required to deposit a cheque of Rs. 5 lacs as a Security amount which shall remain with the Principal during the Agreement period.** This security amount shall be returned to the C&F Agent cum Super Stockist after adjustment and settlement of complete accounts after the expiry of the Agreement.

12. That the C&F Agent cum Super stockist 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 C&F Agent cum Super stockist shall not deal in any other brand in the category for which he has been assigned by principal.** Moreover, no other consignee sales agency shall be appointed by the Principal and entrusted to operate within the assigned territory of the C&F Agent cum Super stockist in any manner. In addition to this, the C&F Agent cum Super stockist is at liberty to assign the sub-stockist/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 thereto. That the C&F Agent cum Super stockist will look after all business interest in his assigned territory.

13. That the C&F Agent cum Super stockist 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 C&F Agent cum Super stockist against satisfactory report. The C&F Agent cum Super stockist 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 C&F Agent cum Super stockist within 15 days against their purchase order on letter head.

15. The Transportation Cost shall be borne by the C&F Agent cum Super stockist.

16. The C&F Agent cum Super stockist 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 cheque 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**

**C&F Agent cum Super Stockist**

**Authorized Signatory**

**Sunrise Agriland Development Research pvt. ltd**

**Witness.**

1.

2.

**Sunrise Agriland Development & Research Pvt Ltd**

J-890, RIICO Industrial Area, Phase-III

Sitapura, Tonk Road, Jaipur-302 022

Email: [officeincharge@sunriseagriland.com](mailto:officeincharge@sunriseagriland.com), [sunrise\\_agri@yahoo.co.in](mailto:sunrise_agri@yahoo.co.in)

Visit us: [www.sunriseagriland.com](http://www.sunriseagriland.com); [www.organicfoodproducts.co.in](http://www.organicfoodproducts.co.in)

