

AGREEMENT

This Agreement is made at New Delhi on this _____ day of _____, 2015 between M/s. _____., a Sole Proprietorship firm owned by Shri _____ having its Registered Office at _____
_____ (hereinafter called the FIRST PARTY)

And

M/s. _____ a Company incorporated under the Companies Act, 1956 through Shri _____ having its Registered Office at _____ (hereinafter called the SECOND PARTY).

The expression "First Party" and "Second Party", shall mean and include, unless context otherwise requires, its successors, Legal heirs, Administrators and assigns of the respective parties.

WHEREAS the Parties of the First part has developed a portal under the name of “_____” to enable the Members of the Public to approach the portal, select the merchandize and buy from such portal and have the delivery at their doorstep on payment of agreed price.

AND WHEREAS the Portal will demonstrate the name, location and the commodities offered for sale and showing the pictures of commodities/goods meant for sale along with sale price, discounts, after sales service and other commercial terms and conditions and including the terms of delivery at the doorstep of the ultimate buyers.

AND WHEREAS the Second Party has approached the First Party to exhibit their name, goods and merchandize for sale, sale price, after sales service, guarantee/warranty and other governing terms and conditions of the sale.

AND WHEREAS the parties have sat together and have decided to execute this Agreement subject to the following terms and conditions:-

NOW, THEREFORE, THIS DEED WITNESSES AS UNDER:-

OBLIGATION OF FIRST PARTY:

1. That the First Party shall, from time to time, promote, develop, propagate their portal through various modes of advertisement such as TV , Radio, Newspaper, Exhibition and adopt such other sales promotion activities as may be deem fit and proper by the First Party from time to time at their discretion, at their own risks, costs, charges and expenses.

2. That the First Party, over a period of time, takes such other measures and steps and actions as may be necessary for the purpose of increasing the marketability of the merchandize/products offered by the Second Party.

3. That during the validity of this Agreement, the name of the merchandize/products of the Second Party shall be displayed on the portal of First Party and the First Party shall take all due, proper and necessary steps for the maintenance, preservation and operation of the portal.

4. That the First Party shall be receiving the Orders placed by the buyers for sale of merchandize/products on its portal at the price including all terms and conditions as agreed by the Second Party.

5. That upon receipt of the Order from the Buyer at their portal, the First Party shall place the Order upon the Second Party and the Second Party shall arrange the merchandize/products strictly as per the quantity, quality and technical specifications shown against each product.

6. That upon receipt of the Order by the Second Party from the First Party, the Second Party shall make available the merchandize/products at the godown of the First Party to enable the First Party to take delivery as per specifications, condition, quality and other specifications as shown and in the picture appearing on the portal of the First Party and/or otherwise promised and assured by the Second Party.

7. That the First Party shall be making payment of the merchandise/products so supplied and sold by the Second Party to the First Party after availing Credit Period as may be agreed to by the parties from time to time.

OBLIGATION OF THE SECOND PARTY

8. That the Second Party shall, from time to time, load the pictures of only those merchandize/goods which are readily available with the Second Party for sale. In case the stock of any of the merchandize is exhausted,

the Second Party shall immediately update its position on the portal, for which the Second Party shall have the access all the time. Under no circumstances, the Second Party shall display the merchandize/products which are not available in their stocks for sale.

9. That the Second Party, from time to time, make available the merchandize/products within the time indicated by the First Party to the Second Party.

10. That the Second Party shall ensure at all times that the merchandize/products so hosted on the portal of First Party is available at the stock and the Second Party is in a position to supply the same strictly in accordance with the technical specifications, quantity, quality and also as per the merchandize shown in the portal of the First Party and under no circumstances there shall be any deviation in any manner as shown in the portal of the First Party.

11. That the Second Party shall also provide, if called upon by the First Party, after sales service to the ultimate buyers from time to time during the warranty period and/or within such time as per the directions issued by any Court of Law and/or Consumer Court.

12. That the First Party may, from time to time, at its discretion, call upon the Second Party to replace the merchandize/products so sold previously with the same product or with almost similar product in case the merchandize so sold previously is incapable of being repaired or otherwise not acceptable to the ultimate buyer(s).

13. That the Second Party shall be entitled to receive such amount as has been agreed to between the First Party and the Second Party after offering discounts, incentives, bonus and other facilities as are offered by the Second Party to the First Party. The payment shall be made by the First Party to the Second Party

within the time agreed to between the First Party and the Second Party either by way of RTGS, Cheque or such other mode as agreed between the parties.

14. That the Second Party shall be responsible and be liable for any loss, damages, injuries suffered or cause to be suffered by the First Party in case the Second Party is unable to or decline or refuse to provide after sales service, replacement and substitution. Further, the Second Party shall have to bear the compensation ordered by any Court(s) including Consumer Courts due to any defaults, neglects or breaches.

15. That it is also agreed between the parties that in case the Second Party declines, neglects or refuses to provide for after sales service and/or provide replacement, refusal or substitution of the merchandize/products so sold previously, the First Party may arrange after sales service from some other alternative

sources and may also arrange supply the same or similar product from other suppliers to fulfill its contractual obligation and the Second Party shall be liable for the amount so incurred by the First Party and the First Party shall have the right to adjust or appropriate the same from pending amounts payable to the Second Party.

16. That the Second Party shall ensure that same product, as being displayed on other portal, shall be offered on the same price and on the same terms and conditions including commercial conditions on which the Second Party agreed to display the merchandise on the portal of the First Party.

17. That the First Party shall arrange delivery of merchandize at the doorstep of the buyer within the time and delivery schedule as agreed to between the First Party and the buyer. The Second Party, at the same time, take all actions as may be necessary to enable the First Party to

ensure delivery of the merchandize/products agreed to be sold by the First Party to the ultimate buyers.

18. That the First Party shall be entitled to receive the sale consideration directly from the purchaser of the merchandize/products so sold and the Second Party shall have no right to approach the buyer(s) and to demand money from such buyers.

19. That the First Party shall arrange to deliver the merchandize/products in a proper packing so as to avoid breakage or damage during transportation and in deliverable state and condition.

20. That the First Party shall be entitled to know the price and other terms and conditions at which the goods are being offered by the Second Party to the other parties at whose

portals the Second Party is hosting their products/merchandize for sale to the ultimate buyer(s). The First Party shall have the right to receive the same price, quality, quantity and other terms and conditions which have been agreed to by the Second Party with other parties at whose portal the merchandize of the Second Party have been offered for sale.

21. That the First Party and the Second Party shall be interacting with each other either by way of personal visits, telephonic conversation or through E-mails for the purpose of offering sale and supply of merchandize to the buyer at the agreed price, quality and commercial terms and conditions.

22. That in case any of the parties is not satisfied with the services rendered by the other party towards the sale of the merchandize, the aggrieved party shall give 15 days notice in writing to the other and in case either no reply has been received or the reply is not up to the

satisfaction of the other party, the aggrieved party shall have the right to terminate the agreement. The termination of the agreement shall not waive the previous contractual obligation incurred by any of the parties.

23. That it has been agreed and understood by the parties that both the parties shall work and take such action, deeds necessary for offering best merchandize to the buyer at the highly competitive price, qualitative goods and best commercial terms and conditions so that the object and purpose of the Agreement is achieved.

24. That in case the Second Party is offering any branded goods of any manufacturers, the Second Party shall ensure that it has the due and proper approval, authorization and entitlement from such manufacturer or brand owner to sell such goods to the First Party and the Second Party shall produce a copy of such

authorization, approval and consent as may be advised by the Second Party.

25: That in case of any dispute, differences, claim, counter claim arising out of or in connection with the interpretation of any of the terms and conditions of this Deed, the same shall be referred to the Sole Arbitration of independent professional as may be appointed by the First Party. The Arbitration proceedings shall be governed by the Provisions of Arbitration and Conciliation Act, 1996 and the place of Arbitration shall be at New Delhi and the Courts at New Delhi alone shall have the jurisdiction.

IN WITNESS WHEREOF the parties have signed and executed this Agreement on the day, month and year first above written in the presence of the following persons:-

FIRST PARTY

SECOND PARTY

Witness:

1.

2.