



उत्तर प्रदेश UTTAR PRADESH

FU 018533

This agreement is executed on this 31st day of Aug, 2021 at Kanpur between J.K. Cement Works (Divisions of J.K. Cement Ltd), having its Registered office at Kamla Tower, Kanpur here-in-after and collectively called the Company which expression unless repugnant to the context shall include its successors and assigns of the first part and M/s Sharma Cement Agency residing at Near Indane Gas Agency, Basai, Nawab Road, Basai-328024 (Rajasthan) having its principal place of business at Basai through its Proprietor namely Mr. Banwari Lal Sharma S/o Mr. Shiv Ram Sharma hereinafter called the Sales Promoter cum Securitised Agent, which expression unless repugnant to the context shall include its successors and assigns of the Sales Promoter cum Securitised Agent.

Whereas the Company is engaged in manufacturing various types of Cement at its Works situated at Nimbahera and Mangrol at Dist. Chittorgarh in the State of Rajasthan. The Sales Promoter cum Securitised Agent through its aforesaid Proprietor have expressed their willingness to continue and act favourably and sincerely as a Sales Promoter cum Securitised Agent for the Company's depots situated at DHOLPUR and had several discussions with the Company at its Registered office in Kanpur and based upon that, the Company appoints the party as Sales Promoter cum Securitised Agent for the period commencing from 01.04.2021 and ending on 31.03.2023 on the following terms and conditions as broadly discussed between the Executors of this Agreement and have been agreed upon mutually.

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Sharma Cement Agency
बनवरी लाल शर्मा
Proprietor

(2)

TERMS AND CONDITIONS

1. The Sales Promoter cum Securitised Agent will provide the following information in relation to this agreement.
 - a) Authorised signatories for transactions with the company.
 - b) Photocopy of All Tax Registration nos. i.e. AADHAR, PAN No, TAN No. & GST No. etc.
 - c) Income Tax Return position and latest copy of income-tax return of the Proprietor and Firm.
 - d) **Photograph of Proprietor and bank account nos. duly verified by banker of the Sales Promoter cum Securitised Agent.**
2. The Sales Promoter cum Securitised Agent will be responsible for the promotion of sale of all types of cement produced by the Company and make best efforts for achieving monthly/annual Sales Target fixed by the Company. For this purpose the jurisdiction and main area of operation will be fixed by Delhi Central Marketing Office of the Company.
3. The Sales Promoter cum Securitised Agent shall have its own team of Sales Personnel who shall be doing extensive tour at the sole cost of the Sales Promoter cum Securitised Agent in its territory to popularise the company's various brands of cement and also procure orders.
4. The Sales Promoter cum Securitised Agent will procure orders from Star Stockist, Stockist/Dealers/actual consumers on the prices fixed by the President (Marketing) on recommendation of Regional Marketing Office time to time in writing.
5. The Sales Commission cum Securitised Agent will procure the orders from the market on approved rates of the company and the schemes announced by Company in writing. The pattern of sale in your territory will be cash and carry basis and the discount schemes will be basically designed on cash trade system. The discount policies on quantity sale will first be approved by Company after considering the recommendation of the Sales Promoter cum Securitised Agent/Regional Office of the Company before its implementation.
6. Seeing the market situation, President (Marketing) of J.K. Cement Works can change the credit limit on getting recommendation of the Sales Promoter cum Securitised Agent and Regional Office of the Company.

The Sales Promoter cum Securitised Agent will provide the balance confirmation of trade parties of their depot on quarterly basis and if balance confirmation of any trade party will not be submitted within one month, the company will treat that the balance of trade party is correct and no dispute will be entertained later on for said trade party.

The Sales Promoter cum Securitised Agent will assure that Credit Notes and other incentives provided to stockist by the Company from time to time are properly recorded in the books of stockist and reported to the Government Regulatory in due scheduled time. In case of any difference it is the responsibility of Sales Promoter cum Securitised Agent to make good said difference to company, if any.

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Sharma Cement Agency


Proprietor

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7. The Sales Promoter cum Securitised Agent will make efforts to increase the number of sales outlets by new appointments of the Stockist/dealer giving recommendation in favour of and approved by President (Marketing) of J.K. Cement Works. The Company has fixed their (Trade party) security deposit amount as under:-

Stockist : Rs. 1,00,000/-

The said security amount will be forwarded to the company along with the draft of depot's party on recommendation of Sales Promoter cum Securitised Agent and with the consent of Regional Office of the Company. The credit limit of said parties of the depot should not be increased by three times of the above security deposit unless and until it is not permitted by the Company irrespective of that fact that Sales Promoter cum Securitised Agent is solely responsible for whole outstanding amount of the said depot trade parties.

8. Commission will be paid @ Rs. 30/- (Rupees Thirty only) per M.T. for Self Sale inclusive of sister concern sale and Rs. 60/- (Rupees Sixty only) for Network Sales on trade sale quantity on monthly submission of bill on regular basis. Further Rs. 50 /- PMT is on achievement of Target set by management from time to time.

The rates above are subject to revision from time to time as approved by management. Company also reserves the right to recover commission upto Rs.5/- per MT **from their security deposit**, if the Sales Promoter cum Securitised Agent does not perform satisfactory.

Provided further in cases where sales is made to Actual Consumer and Order is booked by the Company directly/through any Stockist/Agent, the quantity of such sales will not be considered for calculation of eligibility of Commission.

9. If the Sales Promoter cum Securitised Agent will not achieve the target monthly sale consecutively for 3 months on an average of periodical target, Company is empowered to start sales independently and on such sales made by the Company, Sales Promoter cum Securitised Agent will not be eligible for any Commission.
10. In case of any dishonour of cheque of a customer, the Sales Promoter Cum Securitised Agent will be fully responsible to recover the principal amount from the customer by Demand Draft in favour of the Company and on failure to do so, shall pay to the Company from his own account from the time of said failure.

After three consecutive defaults of trade customer, the Sales Promoter Cum Securitised Agent will not recommend the said customer to the company or company will instruct the Sales Promoter cum Securitised Agent to stop the business with the party.

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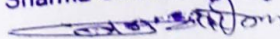
Sharma Cement Agency

Proprietor

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11. The Sales Promoter cum Securitised Agent will be responsible for collection of sales proceeds from the Customers through Bank drafts/RTGS/cheques in favour of the Company payable at Kanpur. The Sales Promoter cum Securitised Agent shall also be responsible for collection of relevant forms and other relevant documents as applicable by law of land. If any outstanding is not realized from any customer of that depot in reference for more than one month of sale then the Sales Promoter cum Securitised Agent will liable to clear the outstanding of such customer by remitting bank draft within one month. The company shall also have the right to adjust outstanding exceeding one month from the bills of services of Sales Promoter cum Securitised Agent. No cash transaction will be entertained in operation.
12. The Sales Promoter cum Securitised Agent will be liable to pay taxes, if any, to the concerned Government department according to Law of Land in India. The Sales Promoter cum Securitised Agent will ensure that it will put the GST Registration no. on every pre-printed, pre-numbered invoice or bill or challan raised by it on the Company or provided by it to the Company and said bills will be on same format as prescribed by Government GST Council from time to time.
13. The Sales Promoter cum Securitised Agent will, inter-alia, provide the following documents to the Company:-
 - (a) A copy of the Registration Certificate obtained by it under the prescribed Act.
 - (b) Pre-printed & pre-numbered Invoices, bills or challans evidencing payments of tax. Every invoice or bill will separately show the amount of tax.
 - (c) A certificate along with each invoice, bill or challan under the signature of the Authorised Signatory of the Sales Promoter cum Securitised Agent certifying that the tax amount mentioned in the invoice, bill or challan has been deposited by it with the jurisdictional Authorities under the respective Acts.
14. The Sales Promoter cum Securitised Agent will indemnify and will keep the Company indemnified against any demand from Authorities towards taxes that is or will be payable by and connection with the services provided by Sales Promoter cum Securitised Agent to the Company and any penalties that may be imposed by the Government Authorities in this behalf on the Company."
15. The Sales Promoter cum Securitised Agent will also be liable to make good the deductions made by customers from payments of the company against company's material sale.
16. Sales Promoter cum Securitised Agent shall maintain all such records required by the Government/Local Authorities from time to time.

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Sharma Cement Agency

Proprietor

(5)

17. The Sales Promoter cum Securitised Agent will send regularly without any delay, **daily, weekly, fortnightly and monthly records** of sale activities as desired by the company regarding sale of all brands of cement in the territory.
18. The Sales Promoter cum Securitised Agent will provide office space for company's officers with all facilities like telephone, Fax, Post and Other Official facilities.
19. The company is not responsible for defaults of any compliance of law as amended, by Sales Promoter cum Securitised Agent and the personnel engaged for aforesaid activities by the Sales Promoter cum Securitised Agent, will not be treated under direct employment of the company. All such claims and damages are only be the prime responsibility of the Sales Promoter cum Securitised Agent. The company has the right to adjust all claims and damages from the bills of Sales Promoter cum Securitised Agent and after giving the time of 30 days, will recover the amount from the Sales Promoter cum Securitised Agent with interest @ 18% per annum.
20. The Sales Commission Agent will raise the bill every month.
21. The Sales Promoter cum Securitised Agent shall deposit **Rs. 11,16,753/-** (Rupees Eleven Lac Sixteen Thousand Seven Hundred Fifty Three Only) as Security against this Contract which will carry present interest @ 4% per annum. The Company shall have the right to call for further amount as Security Deposit as they may think necessary.
The interest rate is governed with market risk and norms of interest lending rates in India. It will be subject to revision in quarterly time gap and to be informed to you in advance in writing.
22. The company has the right to adjust said security of the Sales Promoter cum Securitised Agent against their outstanding balances of any nature recoverable by the Company.
23. This agreement shall not be assigned or charged by the Sales Promoter cum Securitised Agent in favour of any other party.
24. This agreement shall ipso facto be terminated in case the Sales Promoter cum Securitised Agent:
 - a) **Admit any individual as a proprietor without company's consent.**
 - b) **If the firm becomes insolvent or enters into any composition with the creditors or commits an offence.**
25. The Sales Promoter cum Securitised Agent will not take the Work of any other Cement Company without written Consent of the Company. The activities done by Sales Promoter cum Securitised Agent is of highly confidential nature (Trade Secret). If the Sales Promoter cum Securitised Agent indulge in leaking any information to outsiders, the company will recover the amount of damage from the Sales Promoter cum Securitised Agent.

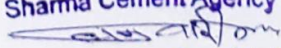
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Sharma Cement Agency

Proprietor

26. If the Sales Promoter cum Securitised Agent commits a breach of any of the terms and conditions of this agreement (of which the company shall be sole judge) or act in any way prejudicial to the company's interest (of which the Company shall be sole judge), the agreement will be forthwith terminated unless the company in its discretion waives the breach or default.
27. The company reserves the right to terminate the appointment at any time without prior intimation and without assigning any reason therefore
28. The company reserves the right to appoint one or more Sales Promoter cum Securitised Agent at any time for this depot. However, this agreement may be terminated by one month's notice from Sales Promoter cum Securitised Agent.
29. The Company will prepare the bills for the goods supplied to the Stockist / Star Stockist / Dealer (Customer) in their respective name(s) as per applicable law. Similarly debit notes, if any for any other charges would be raised thereon and they would be primarily responsible for payment as Principal Debtors. However, the Sales Promoter cum Securitised Agent having agreed and undertaken to stand surety/guarantor for timely payment for the supplies made by the Company, the Sales Promoter cum Securitised Agent shall be solely responsible for ensuring the timely payment by them to the Company as per policy and it would be permissible for the Company to recover the same from Sales Promoter Cum Securitised Agent as principal debtor instead of initiating the recovery proceedings against the concerned defaulting Customer and such action shall not be called in question by Sales Promoter cum Securitised Agent, as same is the essence of his appointment as Sales Promoter cum Securitised Agent.
30. The Sales Promoter cum Securitised Agent shall take prompt and immediate steps to safeguard and secure the interests and rights of the company in case any purchaser fails to take delivery of cement offered to him or dispatched to him. The Sales Promoter cum Securitised Agent shall take all measures to prevent any loss to the company and shall immediately inform the company regarding such loss or damage and the steps taken by them. The expenses incurred in connection with return of cement, if any shall be decided by the Company and shall be binding on Sales Promoter cum Securitised Agent.
31. The Sales Promoter cum Securitised Agent shall maintain the signboards, furniture, computers and fixtures and lighting arrangements if provided by the company. All expenses incurred on account of manpower, office maintenance, electricity, telephone, computer, operator and any other expenses related to procurement of order, collection, deposit of cheques, maintenance of records, communication and related operations shall be the responsibility of Sales Promoter cum Securitised Agent and will be borne by Sales Promoter cum Securitised Agent.

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Sharma Cement Agency

Proprietor

32. That on the termination of this agreement for whatsoever reason, the Sales Promoter cum Securitised Agent shall forthwith deliver to the Company all books of accounts, all records, cheques, bills of exchange or other securities, office equipment, furniture and fixtures, computer, printer and other accessories as may have received during normal course of business from the company and make payment of the outstanding found payable as per company's books of accounts.
33. All amendments/changes in the agreement issued from time to time by way of formal communication by the Competent authority of the company duly accepted by Sales Promoter cum Securitised Agent shall become form part of this agreement.
34. If there is no consecutive lifting for 3/6 months we will stop dealing with you and company will not allow any incentive from the date of stopping of lifting. Further no interest on security will be allowed to you.

35. ARBITRATION

In case of any dispute or difference arising between the Company and the Sales Promoter cum Securitised Agent in respect of any term or condition of this agreement or arising out of touching upon this agreement the same shall be referred to the sole arbitration of the authority appointed by the Company and shall be decided in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or its modification and decision of the Arbitrator shall be final and binding upon the executors. The venue of Arbitration shall be at Kanpur or such other place as the Arbitrator may fix in consultation with the parties.

36. Any dispute arising out of this agreement shall be settled as far as possible by Arbitration as per clause 34 of the agreement but in the event of any dispute not being so settled it shall be decided exclusively by Kanpur Nagar Courts which alone shall have jurisdiction to try and decide the suits between the parties to this agreement and no other court shall have jurisdiction in the matter.

In token of having accepted the terms and condition of this agreement the executors have put their hands and seal on it which has been executed at Registered Office of the Company at Kanpur.

For and on behalf of
J.K. CEMENT WORKS

For SHARMA CEMENT AGENCY

Sharma Cement Agency

Proprietor

(PUSHRAJ SINGH)
PRESIDENT MARKETING (GREY)

(BANWARI LAL SHARMA)
PROPRIETOR

Place: Kanpur
Dated: