

## MOST IMPORTANT TERMS & CONDITIONS (MITC)

Please read carefully before confirming

### ACKNOWLEDGEMENT FORM

Date : {{ApplicationDate}}

I/We refer to Application Reference No. {{LeadId}} for grant of Credit Facility for INR {{CreditLimit}} and the Agreement executed by me / us in favour of Shop Kirana E-Trading Pvt. Ltd. I/We have been provided the following information and agree with the same and have accordingly filled up the attached Document:

Name of the Customer	:	{{NameOfBorrower}}
GST No.(if applicable)	:	{{GSTNo}}
Credit Amount (Credit Limit)	:	INR {{CreditLimit}}/- (In words - {{CreditAmountWord}} )
Validity of the Credit Limit (in Months)	:	12 Months
Convenience Fees on the Transaction Amount	:	{{TransactionConvenienceFeeRate}} % per transaction amount + GST
Processing Fee Inclusive of GST	:	{{ProcessingFeeWithGST}} INR
Discount on PF inclusive of GST	:	{{DiscountAmount}} INR
Net PF inclusive of GST	:	{{NetPF}} INR
Late Fees (applicable for payment default)	:	{{DelayPenaltyFeeRate}}% per month accrued on daily basis applicable on the unpaid amount.
Bounce Charges	:	{{BounceCharge}} + GST
Place of arbitration and jurisdiction	:	Indore, Madhya Pradesh
Taxes & Levies	:	All the charges indicated above or elsewhere in the Agreement shall be exclusive of all taxes and statutory levies as may be applicable on same including without limitation tax on goods and services with cess.
Additional Terms and conditions	:	Covenants mentioned in Agreement For Supply Of Goods On Credit shall be applicable in addition to the terms mentioned in this MITC applicable to the Customer for availing Credit Facility. Covenants mentioned in Agreement For Supply Of Goods On Credit shall prevail in case of inconsistency.

- Please do not sign the above document, if blank.
- Please do not pay cash to anyone for the processing of your application or payments towards the outstanding. In case you are asked, please refuse and contact the head office of the company.
- For all payments made to any representative of the company towards any fee / charges, please ask for valid receipt.
- If any verbal communication made to you is in contradiction to the above terms & conditions, please contact us at 7828112112 (mon-sat 11:00 a.m. To 7:00 p.m. (except public holidays) or write to us at [Info@shopkirana.com](mailto:Info@shopkirana.com)



## CHARGES SHEET

Processing Fee	{{ProcessingFees}} % + GST (Non Refundable)
Convenience Fees	{{TransactionConvenienceFeeRate}} %+ GST
Late Payment Charges	{{DelayPenaltyFeeRate}} % Per Month
Bounce Charges	{{BounceCharge}} + GST

I acknowledge and understand that all the terms and conditions mentioned in MITC and Agreement for Supply of Goods on Credit are applicable on me/us and I/we have read and understood the same before marking my/our signatures.

Customer's Name: {{NameOfBorrower}}

(Name of Authorised Signatory for Proprietorship, Partnership & Companies)

## AGREEMENT FOR SUPPLY OF GOODS ON CREDIT

THIS AGREEMENT FOR SUPPLY OF GOODS ON CREDIT (THE "AGREEMENT") MADE ON Date : {{ApplicationDate}} between Shop Kirana E-Trading Pvt. Ltd., a Company incorporated under the Companies Act, 1956, having its Registered Office at Office 1501,15th Floor, SKYE Corporate Park,Plot No 25, Scheme No 78, Part II,Sector B Indore 452010, Madhya Pradesh.

(hereinafter referred to as THE COMPANY and/or SELLER and/or PARTY TO THE FIRST PART, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the ONE PART  
AND

Shri/SMT/MS/MRS {{NameOfBorrower}} son/ daughter of {{FatherName}}, an individual/sole proprietor/, of Indian Inhabitant currently residing at {{address1}}

(Hereinafter called as CUSTOMER and/or PARTY TO THE SECOND PART, which expression shall include his / her heirs, executors, administrator, its successors and permitted assigns in law) of the OTHER PART:

The Company and the Customer hereinafter referred to individually as "Party" and collectively as "Parties"

Whereas, the Company is engaged, inter-alia, in the business of manufacturing, sale, distribution, marketing and supply of grocery items under the brand name "ShopKirana".

The Company is also engaged, inter-alia, in the business of sale, distribution, marketing and supply of grocery items of various other companies who has exclusive right to prepare, package and sell the goods and exclusive right to manufacture and sell grocery and other products under the Trademarks owned by them. Hereinafter, referred to as the GOODS.

Whereas the Party to the Second Part is a customer of the Company and has applied to the Company for the provision of credit in respect of the payment of Goods supplied to the Customer by the Company.

Whereas, The Customer agrees to be bound by the attached Terms and Conditions of the Agreement and on such promise the Company is ready and willing to provide the customer the Goods on credit.

Whereas, the Customer is aware that the Company may alter the Terms and Conditions of the Agreement in accordance with the Terms and Conditions of Trade in which event the Customer agrees that the varied terms shall apply to Goods supplied after notification. The Customer further acknowledges that he/she has read this Agreement and the Terms and Conditions of Trade and has received copy of this document.



Now Therefore, in consideration of the mutual covenants and promises contained herein and for good and valuable consideration, the parties hereto having the intention to be legally bound, agrees as follows:

## **1. BASIS OF CONTRACT**

1.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. For the avoidance of doubt, these conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer.

1.2. The order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

1.3. Orders placed by Customer leading to a contract which are not expressed to be subject to these conditions shall still be subject to them.

1.4. The order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

1.5. The Agreement constitutes the entire agreement between the Parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Agreement.

1.6. Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures

are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Agreement or have any contractual force.

1.7. A quotation for the Goods given by the Company is not binding or capable of acceptance and shall not constitute an offer.

1.8. Any application for a Credit by the Customer, Agreement for the Supply of Goods on Credit entered into by the Customer or any other written or verbal instructions received by the Company from the Customer for the purchase of Goods and/or the Customer's acceptance of Goods supplied by the Company shall constitute acceptance of the Terms and Conditions of Agreement contained herein as they may be updated from time to time.

## **2. PLACEMENT AND ACCEPTANCE OF ORDERS AND ENTITLEMENT TO CREDIT**

2.1. Orders will be on such forms as the Company may require from time to time.

2.2. The Company may terminate Credit supply pursuant to these Terms and Conditions of Trade at any time by written notice. Such termination shall not release the Customer from any obligation already incurred at the time of termination or any further liability in respect of that obligation.

2.3. The Company may at any time refuse to accept any Order by the Customer or decline any request for a Credit supply to the Customer (whether by way of termination of Credit supply or not) and shall not be required to specify any reason.

## **3. CREDIT LIMIT AND DURATION**

3.1. The Company may set a credit limit for the Customer. Changes in the Customer's credit limit may be made from time to time and will be notified to the Customer

3.2. The Customer understands and agrees that the credit is provided for the period of not more than 14day(s), unless otherwise provided by the Company. The Customer is liable to pay for the goods supplied on or before the end of credit period.

3.3. The Company may refuse to accept orders for Goods or may suspend or withhold delivery of Goods if the Customer has exceeded its credit limit or if the completion of a Contract for such Goods would result in the Customer exceeding its credit limit



## **4. SECURITY**

Without prejudice to such other rights as the Company may have pursuant to these Terms and Conditions of Trade, the Company reserves the right to request from the Customer such security as the Company may from time to time think desirable to secure to the Company all sums due to the Company and may refuse to supply further to the Customer until such security is given.

## **5. TERMS OF PAYMENT**

5.1. Unless otherwise specified in writing by the Company payment for all Goods shall be made no later than 14 days from the date of transaction.

5.2. The Company may, at its sole discretion, require payment of a deposit by the Customer prior to processing of any Order or Delivery of any Goods.

5.3. In addition to the cost of the Goods the Customer agrees to pay to the Company convenience Fees to avail the credit facility. The convenience Fees shall be 0.75% of the transaction amount excluding applicable GST as agreed between the Parties. The Customer acknowledges that this fee is not the interest amount charged for availing the credit facility of the Company.

5.4. Late fees shall be charged on any monies not paid by the due date at the rate of 2.5% per month excluding applicable GST as agreed between the Parties which will be calculated and charged on a daily basis until payment is made in full.

5.5. All costs incurred by the Company, as a result of a default by the Customer including but not limited to administration charges, debt collection costs and legal costs as between solicitor and client, shall be payable by the Customer in addition to any other charges pursuant to this clause 4.

5.6. Payment shall be made by ECS (Direct Debit from Bank Account) or by any other method as the Company may deem fit from time to time. The Customer understands that all ECS (Direct Debit from Bank Account) instructions are irrevocable and there is no facility for giving stop payment instruction in respect of such remittances.

5.7. The Customer shall also be charged with NACH bounce charges as applicable in case of bounce payments.

5.8. The Company may notify the Customer at any time regarding the fact that it is going to stop supplying Goods to the Customer on credit. This shall be without prejudice to the Customer's obligation to pay amounts owing to the Company.

## **6. TAXES AND DUTIES**

6.1 Unless expressly included in any Quotation, GST and other taxes and duties assessed or levies in connection with the supply of the Goods;

i. are not included in the price of the Goods;

ii. shall be paid in addition to the price of the Goods; and shall be the responsibility of the Customer.

iii. Where the payment of any taxes, duties or levies is the responsibility of the Company at law, the price of Goods shall be increased by the amount of such taxes or duties.

## **7. DELIVERY OF GOODS**

7.1 Transportation

(a) Delivery of the Goods shall take place at the time of dispatch or collection from the Company's Premises unless the Company agrees in writing to deliver the Goods to the Customer's Premises in which case Delivery shall take place at the time of delivery to the Customer's Premises.



(b) If the Company agrees to deliver the Goods to the Customer's Premises then the costs of delivery shall be in addition to the consideration of the Agreement unless delivery is specified to be included in the Price. The Customer shall make all arrangements necessary to take possession of the Goods at the Customer's Premises and if the Customer is unable to take delivery of the Goods the Company shall be entitled to charge a reasonable fee for re-delivery.

(c) Delivery of the Goods to the Customer's Premises is deemed to be delivery to the Customer.

(d) If the Company delivers Goods to the Customer then unless delivery is included in the Price of the Goods the delivery fee shall be invoiced by the Company and paid for by the Customer in accordance with the provisions in these Terms and Conditions of the Agreement.

(e) The Company may at its discretion charge the Customer for delivery costs incurred by the Carrier and these charges may be subject to change.

(f) The Customer shall have no right of action against the Company in respect of any loss sustained by reason of any delivery occasioned by delays in transit or delays caused by accidents, strikes or any other event or occurrence outside of the Company's reasonable control.

(g) Time shall in no case be of the essence in respect of the delivery of Goods. The Company shall not be responsible for any delay in the delivery of Goods and the Customer shall not be entitled to cancel orders because of any such delay. Dates for delivery of Goods are given in good faith and are not to be treated as a condition of sale or purchase. Delivery of Goods by the Company to a Carrier is deemed to be delivery to the Customer.

## 7.2. Inspection

(a) The Customer must inspect the Goods upon arrival and reports the errors in shipment promptly.

(b) If the Customer fails to notify the Company of any such defects, the shipment shall be deemed accepted.

## 8. PASSING OF RISK

Risk in the Goods passes to the Customer upon the earlier of:

(a) delivery of the Goods to the Customer; or

(b) collection of the Goods from the Company or agent of the Company by the Customer's agent, carrier or courier.

## 9. RETENTION OF TITLE

9.1. The Goods delivered by the Company to the Customer remains the sole and absolute

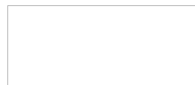
property of the Company as legal and equitable owner until all money due to the Company under this Agreement has been paid by the Customer, but the Goods will be at the Customer's risk from the time of delivery to it;

9.2. The Customer acknowledges that it is in possession of all the Goods as bailee for the Company under the terms of this Agreement until such time as title in the Goods passes to the Customer and that this bailment continues in relation to each item of the Goods until the Price has been paid in full;

9.3. The Customer's right to possession of the Goods will cease if it does anything or fails to do anything which would result in an Insolvency event in relation to the Customer including any act or omission which would entitle a receiver or any other person to take possession of any assets or which would entitle any person to present a petition for the winding up of the Customer.

9.4. The Company may for the purpose of examination or recovery of the Goods enter upon any premises where the Goods are located or where it is reasonably thought to be located and the Customer agrees to indemnify the Company for any, cost, loss or damage incurred by the Company as a result of entry onto such premises;

9.5. The Customer warrants that at the time of entering into this Agreement no Criminal proceedings are pending and no Insolvency Event has occurred in relation to the Customer and it knows of no circumstances which would entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets.



## **10. SALE OF GOODS BY THE CUSTOMER**

10.1 Where Goods in respect of which title has not passed to the Customer are sold by the Customer in the ordinary course of business, the book debt created on the sale and the proceeds of sale when received shall be held by the Customer for the Company.

10.2 Where any proceeds of sale are placed in the Customer's bank account, the funds in the Customer's bank account shall be deemed to be held on trust for the Company to the extent of proceeds of sale.

10.3 Where any payments are made from the Customer's bank account otherwise than to the Company payment shall be deemed to have been made from all other funds in the Customer's bank account and not from funds held on trust for the Company.

10.4 The trust obligation imposed by this clause and the Company's entitlements under this clause 10 shall continue for so long as the Company is unpaid for all Goods supplied to the Customer.

## **11. PAYMENT ALLOCATION**

The Company may, in its discretion, allocate any payment received from the Customer towards any invoice that the Company determines and may do so at the time of receipt or



at any time afterwards. On any default by the Customer the Company may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Company, payment shall be deemed to be allocated in such manner as preserves the maximum value of the Company's purchase money security interest in the Goods.

## **12. CUSTOMER'S WARRANTY, UNDERTAKING & DECLARATION**

(a) The Customer hereby warrants the correctness of each and every statement and particulars herein contained and undertake to carry out the proposals herein set forth.

(b) The Customer hereby warrants that his/her CIBIL score is satisfactory and grants an exclusive right to the Company to check his/her past credit history for the purpose of this agreement.

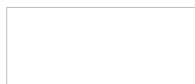
(c) The Customer agrees and undertakes to notify the Company in writing of any circumstances affecting the correctness of any particulars set forth in the agreement immediately after the occurrence of any such circumstances.

(d) The Customer shall upon request of the Company, allow the Company and any nominee, servant or agent of the Company to inspect the Customer's premises and vehicles and other assets and the Customer's books of accounts for ensuring that the Customer has duly complied with the terms of the agreement.

(e) The Customer will furnish the Company with all such information as the Company may reasonably require for the Company's satisfaction as due compliance with the terms of this agreement and all such periodical reports and information at such times, in such form and containing such particulars as the Company may call for.

(f) During the currency of this agreement, the Customer shall not, without the prior permission in writing of the Company-

- i. Effect any change in the Customer's capital structure;
- ii. Formulate any Scheme of Amalgamation or Reconstruction;
- iii. Implement any Scheme of Expansion/Diversification/Modernisation other than incurring routine capital expenditure;
- iv. Make any corporate investments or investment by way of share capital or debentures or lend or advance funds to or place deposits with, any other concern except give normal trade credits or place on security deposits in the normal course of business or make advances to employees, provided that the Customer may make such investments by way of deposits or advances that are required statutorily to be made as per the existing laws of the country or the rules or regulations or guidelines issued from time to time by the Authorities concerned.
- v. Undertake guarantee obligation on behalf of any third party or any other company/firm etc.



(g) The Customer agrees that it will maintain adequate Books of Accounts which would correctly reflect its financial position and scale of operations and would not radically change the Accounting System without prior consent of the Company.

(h) Save and except to the extent already disclosed in writing by the Customer to the Company, the Customer hereby warrants and undertakes as follows: i. The Customer has obtained all necessary statutory permission/sanction to avail the credit facility from the Company.

ii. There are no mortgages, charges, lis pendens or liens or other encumbrances on Customer.

iii. The Customer is not a party to litigation of a material character and that the Customer is not aware of any facts likely to give rise to such litigation or to material claims against the Customer.

iv. The Customer shall carry on the business efficiently, properly and profitably and such business shall be continued to such activity as have been notified to the Company and shall keep all the licenses, leases, contracts, engagements essential for carrying on the activity, renewed from time to time and shall not allow any interruptions or disturbances to happen to the business.

v. The Customer shall maintain proper books of accounts and such other registers, books, documents, relating to the business as may be statutorily required or as may be required by the Company or as may be necessary and/or generally kept in the business of the kind carried on by the Customer and shall get the accounts, books duly audited. The Customer shall, if so required by the Company, allow the Company to inspect such books duly audited.

### **13. EVENTS AND CONSEQUENCES OF DEFAULT**

13.1 All amounts payable in respect of any credit supply (s) shall become immediately due to the Company and the Company may at its option cancel any Order, suspend or terminate these Terms and Conditions of Trade and/or exercise any of the remedies available to it under these Terms and Conditions of Trade in the event that:

i. the Customer fails to pay any monies to the Company on due date or breaches any other obligation herein; or

ii. a receiver is appointed over any of the assets or undertaking of the Customer

iii. an application for the appointment of a liquidator is filed against the Customer or any of the conditions necessary to render the Customer liable to have a liquidator exist, or a liquidator is appointed;

iv. the Customer suspends payments to its creditors or makes or attempts to make an arrangement or composition or scheme with its creditors; or

v. the Customer becomes insolvent or is presumed to be unable to pay its debts as they fall due or commits any act of bankruptcy; or

vi. the Customer defaults in any payment or commits any act of bankruptcy or any act which would render it liable to be wound up or if a resolution is passed or proceedings are filed for the winding up of the Customer.

vii. All costs incurred by the Company as a result of any breach by the Customer of any obligation of the Customer pursuant to these Terms and Conditions of Trade including, but not limited to, administration charges, debt collection costs and legal costs (on a solicitor/client basis) shall be payable by the Customer.

## **14. CONFIDENTIALITY**

14.1 If a separate Non-disclosure agreement is in effect between the Company and the Customer, the terms of such Non-disclosure agreement will govern in the event of any conflict between such agreement and this provision. During the term of this Agreement and at all times thereafter, (a) the Customer will hold in trust, keep confidential, and not disclose, directly or indirectly, to any third party or make any use of Confidential Information (as defined below) for any purpose, except as required by law or as may be necessary in the performance of the Customer's duties and obligations under this Agreement, and (b) all Confidential Information will remain the exclusive property of the Company, and will not be removed from the premises of Company or its customers, or be duplicated by any means, without the prior written consent of the Company.



For purposes of this Agreement, the term "CONFIDENTIAL INFORMATION" means any and all information that the Customer may receive from the Company: (i) relating to the technology embodied in the Goods, (ii) regarding the business, finances and/or operations of the Company, or (iii) any information marked or labelled "Confidential" or "Proprietary" by Company prior to its transmittal to, or receipt by, the Customer. All such information (as referenced above in this Section 14.1) to which the Customer had access prior to the execution of this Agreement is also included in Confidential Information. These obligations shall survive the expiration or termination of this Agreement.

14.2 Upon the termination of this Agreement (regardless of the reason for termination), the Customer will immediately: (i) return to the Company or destroy all Confidential Information (including copies), and any other material (including handwritten or computer-generated notes), made or derived from Confidential Information, which is in the Customer's possession or which the Customer has delivered to others, and (ii) destroy any Confidential Information stored on magnetic, optical or other medium after providing this Confidential Information to the Company.

## **15. NON-SOLICITATION; CONFLICTING ACTIVITIES**

15.1 Non-solicitation. As a material inducement for the Company to enter into this Agreement, the Customer covenants that during the Term and for a period of eighteen (18) months immediately following the termination of this agreement for any reason, whether with or without cause, the Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Company's employees or independent contractors to leave their employment or engagements with the Company, or take away such employees or independent contractors, or attempt to solicit, induce, recruit, encourage or take away Company's employees or independent contractors, either for the benefit of the Customer or for any other person or entity.

15.2 Conflicting Activities. In addition, as a material inducement for the Company to enter

into this Agreement, the Customer agrees that during the Term of this agreement, it will not directly or indirectly, individually, in partnership or in conjunction with any person, association or company, in any capacity whatsoever directly or indirectly, (i) promote, deliver, sell or solicit orders for any products which, in the opinion of the Company, are in competition with the Goods, or (ii) otherwise engage in business activities that are in competition with the business of the Company ("CONFLICTING ACTIVITIES"). The Customer also agrees to immediately disclose to the Company in writing all details regarding the occurrence and nature of any Conflicting Activities. The provisions of this Section will survive the termination of this agreement and will bind the Customer, its successors, and its permitted assigns.

## **16. INDEMNITY**

16.1 The Customer hereby agrees to indemnify, defend and hold harmless the Company, its affiliates and all officers, directors, employees and agents thereof (hereinafter referred to as "Indemnities") from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation attorneys' fees, expenses and settlement costs) (collectively, "Damages") arising out of or related to the conduct of the Customer's operations, including without limitation damages arising out of or related to damage or injury to property or persons, or to any representations of the Customer not authorized hereunder.

16.2 The Customer shall indemnify (and keep indemnified) the Company, its board members, employees, contractors and agents in respect of all claims, demands, actions, suits and damages for loss, damage or injury (including indirect or consequential loss) resulting from:

- (a) any acts of the Customer, including any unlawful or wilfully wrong act or omission;
- (b) any breach of this agreement and any tort or negligence by the Customer in connection with this agreement;
- (c) all breaches of Intellectual Property Rights by the Customer or any third party to whom the Customer provided access either deliberately or inadvertently; and
- (d) any legal costs, charges and expenses arising in respect of paragraphs (a) - (d) above,



16.3 The Customer shall indemnify and keep the Company indemnified against any breach of the conditions contained herein and against all loss, harm, damage, injury and all costs, charges and expenses that the Company may bear, suffer or incur on account of any breach or non-observation or non-performance of any of the terms and conditions contained in this agreement.

16.4 The Customer shall at all times indemnify and keep indemnified the Company against all actions proceedings claims and demands made against it by the central and/or state government and/or municipal/ local and/or other authorities and/or by any customer of the Good and/or any other third party as a result of or in consequence of any act or omission of

whatsoever nature of the Customer, his servants or agents, including, without prejudice to the generality of the forgoing, any accident or loss or damage arising out of the storage, handling and/or delivery of the Good whether or not such act or omission or accident or loss or damage was due to any negligence, want of care or skill or any misconduct of the Customer, his servants or his agents.

16.5 This clause will survive termination of this Agreement.

## **17. GOVERNING LAW AND DISPUTE RESOLUTION**

17.1 Any dispute, controversy or claim arising out of or in relation to this agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

17.2 Any and all controversies, claims, or disputes arising out of, relating to, or resulting from this Agreement shall be subject to binding arbitration according to Indian Law. Any arbitration will be administered by such dispute shall be resolved pursuant to the Indian Arbitration and Conciliation Act, 1996 and any amendments of it thereof.

17.3 The terms of this Agreement have been executed and delivered and shall be interpreted, construed and enforced in accordance with the laws of India. The venue for arbitration shall be Indore, Madhya Pradesh.

17.4 Any party to the dispute shall be entitled to serve a notice invoking this clause and making a reference to a sole arbitrator, which shall be appointed by the Company. Each party shall bear its own costs and expenses, including attorney's fees, incurred in connection with any Arbitration. The decision of the arbitrator shall be binding and in writing.

## **18. NOTICE**

18.1 Notice or Communication. Any notice or communication required or permitted hereunder (other than Administrative Notice) shall be in writing and shall be sent by registered mail, return receipt requested, postage prepaid and addressed to the addresses set forth below or to such changed address as any party entitled to notice shall have communicated in writing to the other party. Notices and communications to Company shall be sent to:

**ShopKirana E Trading Pvt Ltd, 1501,15th Floor, SKYE Corporate Park, Plot No 25, Scheme No 78, Part II, Sector B Indore 452010, Madhya Pradesh.**

Notices and communications to the Customer shall be sent to address shown on first page of this Agreement. Any notices or communications to either party hereunder shall be deemed to have been given when deposited in the mail, addressed to the then current address of such party.

18.2 Date of Effectiveness. Any such notice or communication so mailed shall be deemed delivered and effective seventy-two (72) hours after mailing.

## **19. WAIVER**

Failure by either Party to insist in any one or more instances on a strict performance of any

of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.



## 20. SEVERABILITY

If any part of this agreement is found to be invalid or unenforceable, that part will be severed from this agreement and the remainder of the agreement shall remain in full force

## 21. ENTIRETY

This Agreement and any Annexes embody the entire agreement between the Parties and supersede all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

## 22. FINAL CLAUSES

22.1 This agreement will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Agreement.

22.2 Amendments to this agreement may be made by mutual agreement in writing between the Parties.

## 23. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

**SIGNED AND DELIVERED** by within named THE COMPANY, Party to the Second Part, **SHOPKIRANA E TRADING COMPANY PVT.LTD.** through, Its Legal Officer **MR. ANAND MEENA**

AND

**SIGNED AND DELIVERED** by within named THE CUSTOMER, Party to the Second Part, Mr./Ms./Mrs. {{NameOfBorrower}}

