

## **AGREEMENT FOR SUPER STOCKISTSHIP**

**This deed of AGREEMENT FOR SUPER STOCKISTSHIP** has been executed at ..... on .....

Between

**M/S. INDO-ISRAEL AGROTECH LIMITED**, incorporated under company's Act 1956, as public limited company vide incorporation No.04/26483 dated 23th June 1995 and had obtained Certificate for commencement of Business on 23<sup>rd</sup> July 1995 (From The registrar of the Company, Ahmadabad), (**CIN : U35117GJ1995PLCO26483**) , having its Registered Office **503-506, MONALISHA COMPLEX, SAYAJIGUNJ, VADODARA-390005 (Gujarat)**, Through its Chairman/Director & Head R&D cell, **Dr.A.K.MISHRA** ( Soil Scientist) aged about 70 years ..... (As the party of the **first part**)

**AND**

**M/S.** ..... a PROPRIETORSHIP/ PARTNERSHIP FIRM/ Pvt. Ltd./Public Limited / Co-operative sector/ and having its Registered office at ..... through its Partner/ Proprietor/ Director/ Mr. .... aged about ..... Years ..... (As the party of the **second part**)

WHEREAS **M/S. INDO-ISRAEL AGROTECH LIMITED** is the Pioneer Manufacturers & Marketers' processors of Agricultural Inputs i.e. **ECO FRIENDLY BIO-PRODUCT** to sustain soil Health & crop productivities under I.P.N.S & I.P.M programmed of Central/ State Govt.

The Production units of the company are situated AT **Plot NO. 288-289, G.I.D.C. ESTAT-** National Highway no.8, **RAMANGAMADI POR**, , TALUKA & DIST. VADODARA (Gujarat), which are being produced in a technical Collaboration & in a Joint venture of **M/S. APEKS G.P. International**, Tel Aviv & **M/S. Dulux Limited** {Netnya (Israel)}.

The company had been **specialy AWARDED (Twice)** in the year of 1996 and in 1997 respectively by **Govt. of ISRAEL through Mr. Meir Eshet** ,Economic Affairs, Embassy of Israel ,New DELHI **on behalf of Govt. of Israel** for the quality produces.

The products of the company are well known in the market and being marketed under brand name **FERTONIC - ORGANIC FERTILIZER (CITY COMPOST)**, **FERTONIC-BIO ENRICHED ORGANIC MANURE**, **FERTONIC –PHOSPHATIC RICH ORGANIC MANURE** ( Covered under Provisions of F.C.O.1985), **FERTIWORM** ( Earthworm Food) , **FERTOZYME** (Granulated Bio-Organic plant enhancer) , , **FERTONIC – B.C. 200** ( Root Bio-chemicals), **FERTONIC- B.C. -700** (Flower BIO-CHEMCALS) , **FERTONIC –B.C. 1000** (BIO-CHEMICALS) , **FERTONIC B.C. - 900** ( Special Fruit Bio chemicals) , **NIMADOL** (BIO-ORGANIC INSECTICIDES), **FERTI-STICO** (Sticking super stockiest), which is being **produced** as per the norms of **N. S.O.P under N. P. O. P. Programmed.** to get produced High yielding agricultural produces.

The Company is also producing various products under new developed Biotechnological products to control stem borer and mailbags, control etc.

The Company are sole Super stockiest to market the Products of its Sister Concern Named as M/S. **RAJDEEP CHEMICALS & FERTILIZERS LIMITED ,VADODARA** the Products are known in the market as **BHU-SHAKTI - ORGANIC FERTILIZER (CITY COMPOST)**, **BHU-SHAKTI -BIO ENRICHED ORGANIC MANURE**, **BHU-SHAKTI –PHOSPHATIC RICH ORGANIC MANURE** , **MICRO-FERT –State Grades of Mixed micronutrients** ( Soil Applications and Foliar Applications Grade) to Supply the Products to Govt. (which is being Covered under Provisions of F.C.O.1985) and also Company is sole Super stockists to market the products of their sister Concerns **Dr. Mishra Fertilizers & Chemicals(,Prop. Dr. Mishra Organic Farming certification Agency Pvt. Ltd,)** Granulated N.P.K.( covered under provisions of F.C.O.1985.).

**AND**

**M/S.** ..... are willing to market company's products  
(Here in after referred as.....SUPER STOCKIST)

(The both parties are willing to write down the terms & conditions of the business in writing which shall be binding to both the parties.)

**THE TERMS OF BUSINESS:**

1. That the Territory of the operation of the Disytributor shall be.....STATE OF KARNATAKA state **In INDIA.**
2. That the **Super stockist** had deposited **SECURITY DEPOSIT** with the Company of **Rs.....**, { (..... only) vide cheque No..... Dated:..... of ..... payable at ..... Against Money Receipt No..... Dated:.....2017.
3. That company shall pay interest on security deposit @ **10.00% (TEN percent)** per annum, Payable in the last week of March in every year.
4. That this agreement shall be in force for a period of **35 months** and further period to be increased with mutual consent only.
5. That the products Covered under Provisions of Fertilizer Control Order 1985 , Company had issued **FORM –“O”** in favors of the Super stockist to get Registered the Products as **whole sale Dealer Registration.** from Local Department of Agriculture.
6. That the **super stockist** shall pay 25% advance to the company as Order Advance and will be entitled to get 75% of S.D. deposited amounts for a period of 30 days credit against P.D.C. Cheque .
7. That G. S.T or IGST will be charged extra as applicable.
8. That the **Super stockist** shall be **allowed Cash DISCOUNTS @6% (Six percent)** ( if the full Value of Order paid at the time of Placing Orders), if full value paid within seven days @4% (Four Percent) – (If the Payment MADE BY Super stockist within 7 days of delivery of Goods ) and @ 2%

**(two percent)** –(if payments made within 30 days of delivery of the goods )and for delay payments Company shall charged extra @24% till its payment dates on deal to deal basis.

9. That **Super stockist** shall **not be allowed** to make any cash payment to any staff of the company or for any expenses on behalf of the company, without written permission from Regd. of the company.

10. That the Company shall be responsible for the quality of products & its better results response in the all most crops cultivated in India. if the products are being used as per R&D Cell recommendations of the company in a Packed and sealed packing forever. although the usages of the products are not in the hands of the company.

11. That the products of the company should be applied in 75% of the Cropped area and **25%** to be maintained as Control plot in each application of products. just to prove the efficacy and effects of the products from the supplied materials( for free trails approved by the Company). for which super stockist had to get approval before issue of free materials and also **Super stockist** shall not be allowed to issue any products of the company **free of Cost** to any cultivators for field trials unless and until approved by the Registered office of the company in writing.

12. That the **Super stockist** are here by authorized to appoint Dealer net works as per the company policy in his territory and the all Collected **Security deposits** , must be deposited with the Company Accounts only.

13. That the Super stockist has given minimum sales Guaranteed to the Company's products ( per districts) as under:

Sr.No.	year	Minimum Sales Guarantee
a	<b>During First year</b>	<b>Rs. ....../- (.....)</b>

b	<b>During Second year</b>	<b>Rs...../- (.....)</b>
C	<b>During Third year</b>	<b>Rs...../- (.....)</b>

14. That the **BOARD OF DIRECTORS** of the company will decide the **Sales INSENTIVES SCHEMES** for **quantity Sales Discounts** ,if the **Super stockist** exceed the sales Targets and the Super stockist/dealer net work of the company to be entitled to get it as **EXTRA BONOUS as QUANTITY DISCOUNTS** . (after deduction of TDS ).

15. That once sold materials to the Super stockist , shall not be taken back, without any Manufacturing defects.

16. That this agreement may be terminated by giving **60days notice in advance by either party**. And the account statements must be get settled within 30 days from the date of termination of notice served and after settlement of the accounts company shall refund the Security deposit amounts within 15 days to the **Super stockist** immediate.

19. In the event of any dispute arising between the Company and the C & F Super stockist necessitating legal redress, the Courts in VADODARA shall be competent Court to decide the issue and shall have exclusive jurisdiction in that connection.

That if any dispute arises shall be settled through arbitration act other wise the Jurisdictions shall be VADODARA COURT ONLY.

In witness of the parties, this deed of agreement has been executed.

For **INDO- ISRAEL AGROTECH LIMITED**, Photograph of Dr. A. K. Mishra

(Dr.A.K.MISHRA )

**Chairman/Director / Head R&D cell**

**For M/S. .... ,**

*Photographs of SUPER STOCKIST*

**( ..... )**

**Proprietor/ Partner**

*Witness:*

*Name*

*Signature*

1. *Shri.....*

.....

2. *Shri .....*

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