

**AGREEMENT FOR CLEARING &
FORWARDING AGENCY**

This deed of AGREEMENT FOR CLEARING AND AGENCY has been executed at VADODARA on 00 /00 / 2022

Between

M/S. RAJDEEP CHEMICALS & FERTILIZERS LIMITED, incorporated under company's Act 1956, as a public limited company vide **incorporation No.04/26482** dated 23rd June 1995 and had obtained Certificate for commencement of Business on 23rd July 1995 (From The registrar of the Company, Ahmadabad), (**CIN: U35117GJ1995PLC026482**), having it's Registered Office **503-506, MONALISHA COMPLEX, SAYAJIGUNJ, VADODARA -390005 (Gujarat)**, Through its Chairman/Director **Deepesh A. Mishra** aged about 38 years.

(As the party of the **first part**)

AND

M/S. a PROPRIETORSHIP/
PARTNERSHIP FIRM/ Pvt. Ltd./Public Limited / Co-operative sector, having its registered office atthrough its Partner/
Proprietor/ Director/ Mr. aged about..... Years

.....(As the party of the **second part**)

WHEREAS

M/S. RAJDEEP CHEMICALS & FERTILIZERS 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 {Netanya (Israel)}.

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 Distributors 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 the company's products (Here in after referred as **C&F AGENT**)

(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 C&F Agent shall be **Uttar Pradesh** state in **INDIA**.
2. That the DISTRIBUTOR had deposited **SECURITY DEPOSIT** with the Company of Rs **20,00,000.00** (Twenty Lakh Only) vide RTGS/IMPS through _____ Bank On dated **00/00/2022** in Account of _____.
3. That this agreement shall be in force for a period of **35 months** and a further period to be increased with mutual consent only.
4. That the products Covered under Provisions of Fertilizer Control Order 1985, Company had issued **FORM – “O” in favours of the AGENT** to get Registered the Products as **wholesale Dealer Registration**. from Local Department of Agriculture.
5. That the agent shall pay **100% advance** to the company as order advance. C&F AGENT will pay interest at **@24% p.m.** on the pending due amount.
6. That **G.S.T. or I.G.S.T.** will be charged **@5%** extra as applicable.
7. That **C&F AGENT** 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.

8. 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.
9. That the products of the company should be applied in **75%** of the Cropped area and **25%** to be maintained as a Control plot in each application of products. just to prove the efficacy and effects of the products from the supplied materials.
10. That in the case of free issued materials, C&F AGENT had to get approval from Regd. office of the company, before issuing free materials.
11. That the **C&F AGENT** has given **minimum sales Guaranteed** to the Company's products as under:

SR.NO.	YEAR	MINIMUM SALE GUARANTEE IN TONES.
A.	DURING THE FIRST YEAR-2022-23	
	A. ORGANIC PRODUCTS	100
	B. COMPLEX FERTILIZERS	100
	C. OTHER PRODUCTS	100

12. That the **BOARD OF DIRECTORS** of the company will decide the **Sales INCENTIVES SCHEMES** for **quantity Sales Discounts** if the **C&F AGENT** exceed the sales Targets and the **DISTRIBUTOR** of the company to be entitled to get it as **EXTRA BONUS as QUANTITY DISCOUNTS**. which to be paid by the company after deduction of TDS).
13. That once sold materials to the C&F AGENT, shall not be taken back, without any Manufacturing defects.
14. That this agreement may be terminated by giving **60 days' notice** in advance by either party. And the account statements must be get settled **within 30 days** from the date of termination of the notice served and after settlement of the accounts, the company shall refund the Security deposit amounts **within 45 days** to the C&F AGENT immediate.

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

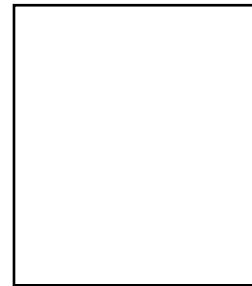
16. That if any dispute arises shall be settled through arbitration act otherwise the Jurisdictions shall be **VADODARA COURT ONLY**.

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

For **M/S. RAJDEEP CHEMICALS & FERTILIZERS LIMITED**

[photograph of Deepesh A. Mishra]

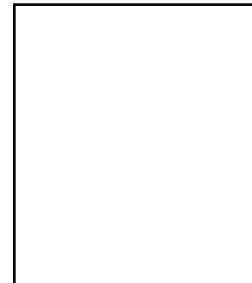
DEEPESH A. MISHRA
(Chairman/Director)



For **C&F AGENT**

[photograph of C&F AGENT]

(.....)
Proprietor/ Partner/Director



Witness:

Name

Signature

1. Shri _____

2. Shri _____
