**AGREEMENT BY COMPANY AND SOLE SELLING AGENT**

This Agreement is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter called the “Company”) of the one party

**AND:** [[Entity: Choice ((Name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter called the sole selling agent) of the second party.

**PREAMBLE**

WHEREAS the company is engaged in manufacturing of [[Name of goods]]

AND WHEREAS the sole sale selling agent is the wholesale trader of [[Name of goods]].

AND WHEREAS the company has decided in its general meeting dated [[date]] to appoint the second party as its sole selling agent for the [[Name of Area Alloted]], for which the company has taken approval of the Central Government as well.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DUTIES AND OBLIGATIONS OF THE COMPANY
   1. The company appoints the second party as sole selling agent of the company for the [[Area Allotted]].
   2. The company shall not make any direct supply to any dealer of the area of sole selling agent. If any such order is received, the same shall be forwarded to the sole selling agent for its execution. However, in case of urgency, if any supply to any dealer is made direct by the company, the sole selling agent shall get its [[Percentage]] % commission from the company direct.
   3. If in future necessity arises the company can open its own retail shop or appoint some other agent in the area of sole selling agent in order to promote public distribution system, but before doing that, the company shall obtain prior consent of the sole selling agent.
   4. Retail price of the product shall be determined by the company in consultation with the sole selling agent.
2. DUTIES AND OBLIGATIONS OF THE AGENT
   1. The sole selling agent shall have the exclusive right to procure orders from the territories allotted. The sole selling agent shall also have the right to make cash as well as credit sales. But the credit sales shall be on sole risk and responsibility of the sole selling agent.
   2. The sole selling agent shall have full right to operate in the entire territory for which he has been appointed sole selling, either directly or indirectly or through its branch offices or sub-agents, to give effect to this agreement.
   3. The sole selling agent shall get over riding commission of [[Percent]] % on all sales made by the sole selling agent in his territory whether directly or indirectly.
   4. The sole selling agent shall engage himself fully in promoting the business of the company to the best of his ability and capacity, honestly and diligently and shall not engage himself directly or indirectly in the sale of similar or identical products of any other person.
   5. That the sole selling agent shall preserve and protect the trade mark, patent and design of the company and shall not allow anyone to use the same unauthorisingly.
   6. The sole selling agent shall maintain complete account of sales, purchase, and stock in hand and shall submit complete report of the same to the company quarterly.
   7. The sole selling agent shall not enter into any obligation relating to payment either in cash or kind on behalf of the company without written consent of the company for the same.
   8. The sole selling agent shall keep the company informed from time to time regarding increase or decrease of the demand of the products of the company in his area.
   9. The company shall provide to the sole selling agent the catalogue, instruction books, price list, advertisement material for promoting the sales.
3. MANDATORY OBLIGATIONS OF THE PARTIES.
   1. Paper publicity, hoardings, cinema slides, etc. shall be done by the sole selling agent on the pattern of the company, for which the company shall pay all the charges to the sole selling agent on presentation of the bills;
4. GENERAL CLAUSES
   1. The appointment of sole selling agent shall be effective with effect from the date of signing of this agreement and shall last for five years.
   2. After the expiry of [[Years]] years, without prejudice, the reappointment may be made subject to approval by the company in its general meeting and also subject to approval by the Central Government under the provisions of Section 294 of the Companies Act, 1956 and Rule 2 of the Companies (Appointment of Sole Agents) Rules, 1975.
5. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to that:

* 1. Each party has all required capacity and corporate authorization to enter into this Agreement and be bound by the obligations provided hereunder;

1. NOTICE
   1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given [[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given [[Minimum number of Days for Service of Notice: Number]]days after normal service resumes.
   2. Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.
   3. Addressing and delivery is to be made as follows:
      1. If to: Company

[[Company Address]]

* + 1. If to : the Agent

[[Agent Address]]

* 1. The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address. No change of address effected under this section shall in any way affect the operation of any term, other than the delivery address, in this Agreement.

1. TERM
   1. This Agreement will come into force as of the [[Effective Date]] and will expire on [[Expiry Date]] (the “Initial Term”) unless extended by the parties in writing or otherwise terminated by the parties in accordance with the terms of this Agreement.
   2. At the end of the Initial Term, this Agreement will be renewed for successive [[Number: Number of Years]] year terms (a “Renewal Term”) with the mutual consent both the parties and subject to the provisions of law.
2. TERMINATION
   1. Either party can terminate this agreement by giving [[Time Period]] prior notice in writing under Registered Ack. Due cover.
3. DISPUTE RESOLUTION:
   1. ARBITRATION:
4. In the event of any dispute, difference or controversy arising between the lessee and lessor in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
5. The Seat of Arbitration will be in [[Place]] and all Arbitration proceedings will be conducted in [[place]].
   1. In case the dispute arises it will be adjudicated by the way of ONLINE DISPUTE RESOLUTION
   2. In case the dispute arises it will be Subject to the jurisdiction of the courts of [[Name of the place]]

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]