

## **AGREEMENT**

This AGREEMENT is made on \_\_\_\_\_ at Ahmedabad, between:

Anshu's Clothing Pvt Ltd, a company incorporated in India and having its registered office at F 103, shivalik plaza, opp AMA, IIM Road, Ahmedabad 380015 through, its Director Mr. Ravi Bhandari

**AND**

M/S \_\_\_\_\_, proprietorship firm having its office at \_\_\_\_\_ and residence at \_\_\_\_\_. Hereinafter referred to as the "Retail Operator" owned by \_\_\_\_\_

### **RECITALS**

WHEREAS Anshu's Clothing Pvt Ltd, a company incorporated in India and having its registered office at F 103, shivalik plaza, opp AMA, IIM Road, Ahmedabad 380015 is engaged, interalia, in the designing, manufacturing, marketing, distribution and sale of high end women's ethnic clothes like Sarees, salwar kameez, dress material, tunics etc throughout India;

WHEREAS Anshu's Clothing Pvt Ltd uses and owns in the normal course of its various trade marks, trade names and other Intellectual property

WHEREAS M/S \_\_\_\_\_, proprietorship/ partnership / Pvt ltd firm having its office at \_\_\_\_\_ and residence at \_\_\_\_\_, wishes to be appointed as retailer of products and for the purpose establish and operate a retail outlet at the above said location and Anshu's Clothing Pvt ltd has agreed to this appointment on the terms and conditions set forth below ;

## **Terms and Conditions:**

1. Once both the parties accept the agreement, the retail operator (XXXXXXX ) needs to give the deposit of Rs 25 lacs as per the schedule given below :
2. M/S Anshu's Clothing Pvt Ltd will provide stocks of minimum Rs 40 Lacs within 25-30 days after getting the deposit.
3. M/s. Anshu's clothing Pvt. Ltd., will give every month either 25% markdown or Rs. 75000 /= or monthly rent as minimum guarantee, whichever is higher.
4. M/S Anshu's Clothing will give Minimum Guarantee amount before 5th of every month.
5. The rent of the premises, staff cost and any other cost (at present or future) will be borne by M/S XXXXXXXX
6. Stocks will be replaced in part or full as and when required.
7. M/S XXXXXXXXXXX will deposit the daily sales amount in M/S Anshu's Clothing Pvt Ltd's bank account within next 1-2 working days.
8. The agreement will be for three year and will be renewable on the same terms and conditions.
9. Any change in terms and conditions will be done on mutual agreement.
10. M/S Anshu's Clothing Pvt Ltd will provide full support in local newspapers as and when required.
11. During annual sale the sales commission for M/S XXXXXXXX will be 12%.

## **Compliance with Laws**

The parties represent and warrant that all government consents or approvals necessary for the agreement to become effective have been obtained, or will be obtained, before Retail operation starts. The parties will comply, at their own expense, with all statutes, regulations, rule ordinance, and orders of any government body, department or agency which shall apply to or result from their respective obligations under the agreement.

## **Parties may not withhold payment due to each other**

The parties agree that on ground of alleged non-performance by other party of any of its obligations hereunder, the Retail Operator of Anshu's Clothing Pvt Ltd will not withhold payment of any amount due to other party, for the Products sold by the Retail Operator or any other amounts due to each other.

## **Confidentiality**

Both Anshu's Clothing Pvt Ltd and Retail Operator shall not for the duration of this agreement, nor at any time after the agreement has expired or been terminated, reveal to any individual, organization, company or any other entity the terms and conditions of this agreement or the content of any negotiations between the parties. This provision shall not apply to the parties where it is necessary to reveal such information to individual for legal or tax purpose but in such instance the parties shall cause the third party to maintain confidentiality.

## **Arbitration**

In the event of any dispute or difference between the parties hereto, whether arising during the currency or after the completion or abandonment of this Agreement, or after the determination thereof ( whether for breach or for any other reason) in regards to any matter or thing of whatsoever nature arising out of this Agreement or in connection therewith, then either party shall give to the other notice in writing of such dispute or difference and the same shall be settled by arbitration in Ahmedabad, India in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or substitution thereof. Subject to the foregoing, the parties submit to the exclusive jurisdiction of Courts at Ahmedabad.

## **Insurance**

The insurance part at the franchisee's place will be taken care by M/s Anshu's Clothing Pvt Ltd however for any shortage or theft of the stock will be borne by franchisee himself and will be deducted from his account.

## **Refund**

In Case the franchisee or the franchisor don't want to continue after a certain period of time, the franchisee will return the entire stock in original condition (without any damage) and the Franchisor will be liable for the refund of security deposit within 30 days of getting the stock back.