

AGREEMENT FOR DISTRIBUTORSHIP

This **DEED OF AGREEMENT** for **DISTRIBUTORSHIP** has been executed at VADODARA 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 23rd July 1995- From The registrar of the Company, Ahmadabad), having its Registered Office 503-506, MONALISHA COMPLEX, SAYAJIGUNJ, VADODARA-390005 (Gujarat). Through its Chairman **Dr. A.K.MISHRA**, aged about 61 years (as the party of the **first part**).

AND

M/S...... a
Proprietary /PARTNERSHIP/ Co-operative/ semi Govt./ Pvt. Ltd./ Ltd company
FIRM, and having its Registered office at
----- through its
Proprietor/ Partner/ Director/ Manager/ Secretary Mr.
aged about Years (As the party of the **second part**)

WHEREAS **M/S. INDO-ISRAEL AGROTECH LIMITED** is the Pioneer Manufacturers & 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. Produced at SHED NO. 289, G.I.D.C. ESTATE-POR, National Highway no.8, Tehsil I & DIST. VADODARA (Gujarat) which are being produced in a technical Collaboration and in a Joint venture of **M/S. APEKS G.P. International**, Tel Aviv and **M/S. Dulux Limited** Netnya (Israel) and The company had been **specialy AWARDED (Twice)** in the year of 1996 and in 1997 respectively by **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)**, (Bio-organic Soil enhancers) , **FERTOZYME** (Granulated Bio-Organic plant enhancer), , **FERTONIC – B.C.** (BIO CHEMICALS) & **NIMADOL** (BIO-ORGANIC INSECTICIDES), **FERTI-STICO** (Sticking agents) and other Bio-Fungicides/insecticides etc., which is being

produced as per the norms of **N.S.O.P under N. P. O. P. Programmed.** And are more suitable agricultural Inputs for ORGANIC FARMING To get produced ORGANIC PRODUCTIONS, (Here in after referred as **COMPANY**).

AND

M/S. Are willing to market company's products (Here in after referred **as DISTRIBUTOR**)

(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 DISTRIBUTOR shall be
..... In the state of
2. That the Distributor had deposited **SECURITY DEPOSITE** with the Company of Rs. (Rupees only) vide Cheque / Demand draft No.Dated of -----Bank payable at)
3. That the company shall pay to the distributor, interest on security deposit @ 8.00 %(Eight percent) per annum.
4. That the distributor had deposited Two Blank Cheques bearing Nos
& without date and amount Blank of Bank and here by company is authorized to fill it and deposit in Bank for which Company is also bound to intimate the distributors before 10 days.
5. That at present company's product **FERTONIC ORGANIC FERTILIZER – Category - (CITY COMPOST)** is being covered under provision of F.C.O. 1985 and Company have its Manufacturing Registration (M.R.C.) No. **07** dated **19-08-2006** issued by **Joint Director of Agriculture VADODARA** for which distributor have to take **WHOLE SALE & Retail Registration** with Local authority i.e. Department of agriculture by submitting FORM-O issued by the Company to sale Organic Fertilizers under provision of F.C.O.1985.

6. That other Eco-friendly products are not being covered under provisions of FERTILIZER CONTROL ORDER 1985 or Insecticide Act, hence no any registration certificate required under the provisions of FERTILIZER CONTROL ORDER 1985 or License under provisions of Insecticide Act to store, exhibits or sell of company's products.
7. That FERTONIC Organic Fertilizers, Powder products are free from Central Excise duty and central Sales Tax& vat Tax.
8. That all supply of the product to the DISTRIBUTOR shall be **F.O.R. DESTINATION, SINGLE POINTS** from VADODARA FACTORY as per price list of the company.
9. That the distributor shall pay the 50% advance along with order to the Company and reaming payments within 45(fouty five) days to the company from the date of receipt of the goods.
10. That the DISTRIBUTOR shall be entitled 3% (Three percent) cash discount on advance Payment and 2% Cash discounts when payment made within 30 days of the date of receipt of goods and after 45 days the interest to be charged @ 24% per annum till the date of Payment realization and in a case of non-payments within time, no execution will be done and further supply to be stopped till its payments date.
11. That distributor may avail 45 days credit facility on production of LETTER OF CREDIT or Bank Guarantee in Favor of the company for which no any cash discount to be allowed.
12. That Distributor 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 Registered of the company.

13. That the DISTRIBUTOR is not authorized to sell the company's products in other territory, without written approval from the registered office of the company.
14. 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.
15. That the distributor is hereby authorized to appoint DEALERS/ STOCKIST as retailers in his allotted area with the approval of the company.
16. That once sold materials to distributor shall not be taken back without any Manufacturing defects.
17. That in a case of Direct supply of the products against orders of Distributors from Factory to destination, the transportation charges to be paid immediate by the distributor.
18. That Distributor shall place all orders to the company with ROAD PERMIT if required.
19. That this agreement may be terminated by giving 60 days notice in advance by either party. And the Security deposit amounts to be refunded by the company only after settlement of the final account.
20. That this agreement shall be in force for a period of 35 months and further period may be increase with mutual consent only.

21. That In case of any dispute arouses between the parties, the jurisdiction shall be Vadodara Court only.

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

For **INDO- ISRAEL AGROTECH LIMITED,**

For

(Dr .A.K.MISHRA)
Chairman

(Seal & Signature of Distributor)

Witness:

Name

Signature

1. Shri.....

.....

2. Shri

.....

(The original Stamp paper agreement is with the company and as and when ever it will be required shall be preoduced by the company)