

C & F AGENT AGREEMENT

This agreement is entered into on this _____day of _____ Year 2005
at_____

By and between: -

Taj Pharmaceuticals Ltd Registered office at, 434, Laxmi Plaza, Laxmi Industrial Estate, New Link Road, Andheri (West), Mumbai, hereinafter referred to as the Company

AND

Mr./Mrs./Ms_____

Hereinafter referred to as C & F Agent where as the company wants to appoint C & F Agent for selling to dealers/retailers, the Taj Pharmaceuticals Ltd. brand of products (hereinafter referred to the "Products") belonging to the company and whereas the C & F Agent has shown its willingness to deal in the company's products in the markets of _____

And the company has agreed to do business with C & F Agent on the following terms and conditions.

- (1) This distributor agreement is effective from the.....day of2005 for a period of one year. This agreement may be renewed after mutual agreement between the company and the C & F Agent.
- (2) That the C & F Agent shall take all the necessary steps for promoting the sales of the products in the assigned territory with the help of company sales team and shall ensure the regular supply of the products to the market assigned. The C & F Agent shall keep at least 30 days inventory with them to meet the market requirement.

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- (3) That the products will be supplied to the C & F Agent on the basis of FOR to his warehouse/ Godown atas per the agreed prices. A margin of _____ will be offered to the C & F Agent. Terms of payment will be advance payment. The C & F Agent will handle tax elements. Order should be placed 30 days in advance.
- (4) That the company will dispatch the goods only on receipt of payments and 'F' form or any other form as applicable for sales tax etc. If the goods are dispatched on good faith without receiving the forms, the C & F Agent shall be liable for any taxes due, if any.
- (5) That the company will ensure of regular supply of the products to the C & F Agent based upon the projected indent submitted by the C & F to the company. However, for any reason beyond its control, if there is irregular supply or no supply, the company will not be held responsible. The C & F Agent is also responsible to maintain and keep sufficient stocks at his godown as per the requirements of the market.
- (6) That the company pricelist to be provided from time to time to facilitate finalization of rates. The company from time to time will provide schemes as required. The C & F Agent will be responsible for appointment of Dealers/Wholesalers, Retailers as required to cover the entire market assigned to them. The C & F Agent will provide credit in the market at its own risk.
- (7) That the targets on sales will be fixed from time to time based on the market feed back. However, the C & F Agent has to make achievement of logical and reasonable sales in the market assigned to them. At time of this agreement the target agreed upon is _____ per month.
- (8) That it has been agreed that company agrees _____ as C & F Agent margin on the sale in his territory.
- (9) That the C & F Agent shall have the advantage of dealing with our other products in future on the same terms & conditions.

conditions.

- (10) That electronic media publicity like cable TV Ads, Audio, F.M, AIR/ Print Media etc shall be provided by the company depending upon the off take of C & F Agent from time to time.
- (11) That the C & F Agent shall ensure the regular and timely supply of products to the Market in his/her territory.
- (12) That the C & F Agent will stock the goods with proper inventory and shall keep stock register and other such books of accounts as prescribed by the law.
- (13) That the C & F Agent shall ensure safe & sound storage of goods so that goods may not be damaged or stolen.
- (14) That the C & F Agent will get the orders from distributors along with cheque of D.D. He/She will supply the goods to distributors and send the cheque / D.D. to the company along with a forwarding letter.
- (15) That the C & F Agent will display a sign board of the company where stocks are lying.
- (16) That a certificate of association will be awarded to the C & F Agent to hang/display in their office.
- (17) That this agreement can be terminated by either of the parties on three months written notice to do so and the claims if any, will have to be settled within the notice period of three months from either of the parties.
- (18) That the C & F Agent shall not deal with any competitor's products during the currency of this agreement.
- (19) That on the expiry of the agreement or in the event of termination of the agreement the company will make the payment of security amount (Good will money) within 45 days after deducting any balance due. The interest free security deposit as agreed by both parties in this agreement will be Rs_____.

(20) That all disputes are subject to Mumbai Jurisdiction only. Arbitration clause will also apply.

IN WITNESS HEREOF THE PARTIES HERETO have set their hands and signed this agreement of C & F Agents on this..... Day of 2005 as mentioned above in the presence of the following witnesses.

C & F AGENT

FOR Taj Pharmaceuticals Ltd.

Signature & Seal

Authorized Signature

Witnesses:

1. _____

2. _____

