AGREEMENT FOR SUPER STOCKIST

This agreement is made on between M/S HIFAN CHEMICALS & FERTILIZERS (OPC) PRIVATE LIMITED Address – CHUNNI PURWA HARDOI Hardoi UP 241001 INDIA through its authorized representative/Director Mr. RANDHIR SINGH RATHOURE (DIN NO. **08732239**) which expression unless repugnant to the context here shall include his heirs, successors, legal representatives, nominees and assigns etc. hereinafter referred to as the **Company** on the first part and Second part M/S ----------- through their Proprietor Mr. ----- and having their main office at ------ (Which expression unless repugnant to the context here shall include his heirs, successors, legal representatives, nominees and assigns etc.) and hereinafter, referred to, as the SUPER STOCKIST on the second part.

AND WHEREAS The Principals are in the business of First Party is manufacturing and selling of Chemicals and Fertilizers Products under the brand name of **HIFAN CHEMICALS & FERTILIZERS (OPC) PRIVATE LIMITED** and the Second Party has desired to work as their SUPER STOCKIST to promote the sales of the **HIFAN CHEMICALS & FERTILIZERS (OPC) PRIVATE LIMITED** range of products of the First Party and act as such. Total payments received by M/S ------ RS 10,11,000/- throw NEFT/Cheque no------ cash received AND THEREFORE In pursuant to the mutual consent, the party of the first part is pleased to appoint the party of the second part as their SUPER STOCKIST for the towns of ----- (Name of State) on the following terms and conditions.

1. That the amount 10,11,000/- received by the first party i.e. Rs. 10,00,000/as a deposit amount for the second party super stockist amount on this amount the party of the first party shall give stock of Rs. 10,00,000/- to the second party and second party have gave the stock to its distributors and amount 11,000/- is charge for the party of the company and non-refundable amount. 2. That, the second party give the 500 sq.ft. premises for the office of the first party and first party do interior work on the premises with own cost and other expenses i.e. rent, electricity bill, maintance and other charges will be pay by the second party.

3. That, Till the sale of Super Stockist reaches Rs 1.50 crore, the first party will pay Rs 1 lakh per month to the second party and after the sale of the second party reaches Rs 1.50 crore, the said amount of Rs 1 lakh will be stopped by the first party to the second party.

4. That, Till the sale of Super Stockist reaches Rs 1.50 crore, the first party will pay Rs 1 lakh per month to the second party and after the sale of the second party reaches Rs 1.50 crore, the said amount of Rs 1 lakh will be stopped by the first party to the second party. Till the said period, the first party will give 5 percent margin on sale to the second party and after that, 20 percent margin on sale will be given to the second party and its distributors.

5. That, The company will assign two sales executives to the second party for the sale of its products, whose salary will be paid by the first party.

6. That, The goods will be exchanged by the company every three months and the old remaining goods will be taken back from the second party and new goods will be given to it, the cost of which will be borne by the company.

7. That, The company will also provide a quality certificate from a second party for the quality and quantity of the goods.

8. That, The company will provide goods to the second party, which will be billed by the company in the name of the second party and the company will also provide goods to the distributors of the second party, which will be billed by the second party.

9. The second party shall not repack any of the Company's products in any other size or quantity or packing and shall see that no adulteration of the goods is done and shall ensure the quality of goods.

10. The Company shall be responsible for the quality of the products sent by them and if any dispute arises either from the distributor/ stockiest/ institution, this should be intimated by the second party to the Company immediately and the Company shall amicably settle the same at the earliest according to the merits of the case.

11. The second party will keep records related to the Company's business in his area of operation.

12. Any dispute arising from this agreement shall be mutually settled.

In witness thereof, this agreement is executed as aforesaid

For: M/S HIFAN CHEMICALS & FERTILIZERS (OPC) PRIVATE LIMITED

Director

Super Stockist