

AGREEMENT
IN ₹100/-
COURT STAMP
PAPER ONLY

CSA AGREEMENT PERFORMANCE

This Agreement is made on the between M/s Brave Marketing India LLP whose registered office at: 236, Jagmal Enclave, Agwanpur Fbd, Faridabad, Haryana 121003, hereinafter called the Manufacture/Marketing Company or the First Party through its Director Mr. S.K Banerji
And

M/s having its registered at
.....through its
Director/Prop. hereinafter called the Second Party.

Whereas the works, manufacturing and packaging of FMCG food products like Pickles, Instant Noodles, Ginger Garlic Paste, Hing, Papad, Ketchup, Seasoning, Sauce, Vinegar, and Mayonnaise and very soon we will launch our new forth coming products are Namkeen, Mushroom Coffee, Exotic Yellow Tea, Rusk, biscuits, cookies, spicy beverages, And Cakes for Second Party is here by appointed as the CSA for these said products.

Company Detail M/s. Brave Marketing India LLP is a firm office at 236, Jagmal Enclave, Agwanpur Fbd, Faridabad, Haryana 121003 engaged in manufacturing, packaging, marketing & distributions. We also involved in Fast Moving Consumer Goods Food Products brand name for all products as "Fresh2Eat, Shroom Bloom, AlwaysPure". And instant Noodles in the Brand of Fresh2Eat & Swadist

Some Terms and Condition for CSA below:

This (CSA - Consignee Sales Agent) Agreement is executed under following terms and condition:

Time Period

This Agreement shall hold for a period of 12 months (365 days), commencing from the
..... 2025 and shall be effective up to 2025 unless terminated earlier. The Agreement shall come to an end automatically at the expiry of the period on the aforesaid date. The Agreement may be renewed for such further period at the option of Either Parties with mutual consent.

Lock-in-period

During the period of ten months from the date of investment done to company this Agreement can't be rescinded or cancel by either of the Parties and shall remain in continuance.

Confidentiality

The Second Party will not disclose any terms of this contract to any third party and shall keep all documents/information of First Party confidential. Second Party shall not speak any negative words against the First Party to any third party with in or after completion of this Agreement.

Designated Territory & Exclusivity

The territory as assigned to the Second Party by the First Party shall be the Area assigned of
..... defined by the Govt. of India. The First Party shall not Sell / Supply its products covered under this Agreement to any Person / Firm without the consent of the Second Party in the designated area.

Mode of Operation

The First party sales staff shall procure orders from the Super / Distributors in the designated area of its operation and forward the same to the Administrative officers of the First Party for the execution of the same. The First Party shall ensure prompt supply of the product as requisitioned by the Second Party on behalf of the Distributors.

The Second Party shall provide 1000 sq.ft warehouse space furnished with PC & Printer to the First Party for goods stock, while Second Party will work as a Depot for that assigned area. The second party will pay the rent of that warehouse and also appoint compulsory staff for billing & dispatch. The First party will appoint the all super stockiest and distributor network in your design territory and distributor takes care by the second Party and companies sales department/team. The second Party shall collect Payments from the

distributors/dealers. The second Party will use own GST No. for billing to super stockiest and distributor where required.

Pricing Policy & Consideration

1. **The CSA shall deposit a amount in advance of ₹25 Lakhs (Rupees Twenty Five Lakhs Only) (BG or LC or A/c Payee Cheque or DD are not excepted) 100% stock transferred of the paid amount and the interest amount to be calculated on every three months and shall adjusted against through products of bill or transferred to CSA Current account. And stock transfer will be of the amount paid to company account. The Company may demand for increases of deposit amount in future if business turnover increases substantially & CSA have to pay to the Company's current account at the time of this agreement signed. Deposit may increase if the sales increase time to time.**
2. CSA will decide what the T&C will be applying on reforming and appoint of new super stockiest and distributors under CSA.
3. **Commission will be 2.50% and time investment and CSA commission is fixed @2.50% in all products except instant noodles and sweet corn cob of the deposit and billing will be on super stockiest landing rate (Excluding Taxation) for our all products invoice will be raised on SS rate mention on the price list against the minimum billing of ₹25 Lakhs (Rupees Twenty Five Lakhs Only) per month and if party interested in instant noodles, cup noodles the trade commission will be 1% of the total billing of Full truck that's for ₹5/- MRP minimum billing will be 2450 boxes and ₹10/- MRP minimum billing will be 1780 boxes and in instant noodles loading and unloading charges are not applicable and can work within 450km radius only.**
4. **The loading, unloading will be 2/- per box and transport will be 2.50% (except instant noodles, cup noodles) on monthly order and placed value by CSA if CSA raised bill to appointed Super Stockiest and if CSA raised invoiced directly to Distributors then Loading & unloading one time will be @₹2/- per box except instant noodles and transportation actual freight for local transportation only from CSA point to SS point only and if CSA send directly supply to market or to distributor then this terms and conditions will not be applied. CSA service area should not be more then 450km except instant noodles from is warehouse address mention in the agreement and he will be entitled for one state only. CSA have to bear transportation from his own pocket as he is not willing to make Super Stockiest anywhere and directly billing to distributor on that case super stockiest margin will adjust for local transportation.**
5. **The Company agreed to pay go-down 1000sqft minimum on monthly rent contribution from company to CSA will be ₹10,000/- of the payment done to company by the party per month and it will be active as the stock reaches the CSA warehouse and company will not pay any go-down security deposit or agreement fees if any. The CSA shall be fully responsible if goods damage if made by rats bite, insect bite, human bite, or product damage due to dump in his CSA or SS or Db or Retailer go-down. CSA should arrange proper Storage, insurance against theft, Earthquake, Flood, Fire, damage due to act of God, and ventilation system for goods storage in go-down.**
6. Collection of payment from Super Stockiest (if given any credit to them) is the responsibility of company to recover but the terms should be shared by mail with company.
7. Every order should not be less then rupees twenty lakhs and if reorder less the twenty lakhs company will not except the order of CSA has to maintain proper stock in there warehouse.
- 7a. Stock will be transfer to CSA on to-pay basis and will be rhombus on next billing by CSA to company.
8. The Company will clear 100% all the damaged (excluding rats bite, insect bite, human bite, or product damage due to Dump warehouse at any points) and 100% expiry products replacement will be accepted on collection from retail counters only under seal and signature of retailers only on quarterly basis by credit notes duly signed by Regional Manager (Sales).or Zonal Manager (Sales).
9. The Company will look after all distribution payments and its sales will provide sales team to distributor for improvement of secondary sales.
10. Super stockiest or Distributor shall pay to the CSA Bank current account and CSA shall forward the same to the Company's A/c within 24 banking hours without fail or without any lame excuses.

OUR BANK DETAILS (ADD BENEFICERY FOR ONLINE TRANSACTIONS ONLY)

Banker Details

Banker's name: IndusInd Bank Ltd.

CA A/c Name: Brave Marketing India LLP

CA A/c Number: 257042079444

IFSC Code: INDB0000735

Branch: Industrial Estate Mathura Road, Delhi 110016

(Payment transfer by CSA to company should be before 14:00 on every transaction)

11. Monthly closing date shall be 30th of the month and CSA shall have to submit all the Credit Notes, Stock Statement, list of Damage items, outstanding statement, invoice copy and collection statement etc before the closing date and CSA claim settlement in quarterly basis only.

12. CSA has to provide a proper billing facility to super/distributor.

13. Company has objection if the CSA can deal with any competitor's company whose products are same during the period of this agreement but due to same product there may be business hamper between two same products.

13a. Order mixed Stock will be transfer approx. 10 days from the date of 100% payment done to Company current account.

13b. Stock will be transfer of 100% amount to company account by CSA (No other terms and condition will be applicable)

13c. CSA have to bill to Super Stockist and if CSA directly billed to Distributors then the local transportation will not be bear by company.

14. CSA must give his accountability on monthly basis only.

15. That this agreement can be terminated by either of the parties on three month notice so that the outstanding will be calculated and the claims if any , will have to settled within the notice period of three months from either of the parties. That on the expiry of the agreement or in the event of termination of the agreement of the company will make the payment of the Security deposit within 90 days after deducting balance if any.

16. If any party (CSA) want to visit company the party will have to deposit minimum one Lac as token money (non refundable) company will arrange tickets and accommodation of 1 day for 2 personal only if more than that personal the CSA has to bear from his own pocket for the excess personals and if party (CSA) tell that if they will come on their own expenses then also party (CSA) have to deposit the same token to company before the party start for Faridabad Office.

17. CSA details below:

SI No.	Description	Details fill by Blue Dot PEN only
01	CSA Owner/Partner Name:	
02	CSA/Co. Firm Name:	
03	CSA/Co. PAN No.:	
04	CSA/Co. Mail id.:	
05	CSA Contact no.:	
06	CSA WhatsApp no.:	
07	CSA/Co. GST No.:	
08	Area PIN Code:	
09	Office Address:	
10	Godown Address:	
11	Godown Pin Code	

Payments Terms

The second Party has to pay the total payment amount of rupees **₹25 Lakhs (Rupees Twenty Five Lakhs Only)** payment via RTGS/NEFT in single transaction only.

Promotional Scheme(s)

- Any Promotional Scheme(s) and all type of Advertising Campaign shall be decided by the First Party from time to time after consulting the Second Party and Marketing Department.
- If any Promotional Scheme(s) / Advertising Campaigns are run by the Second Party without the consent from First Party for such Schemes / Campaign, then all the expenses thereof shall be borne by Second Party.

If the Second Party fails to meet the objective of this Agreement, then the First Party shall be free to terminate this agreement with 03 (Three) Months Prior Notice in writing to the Second Party in such situation but after the lapse of Six months as envisaged in clause 2 of this agreement. The First Party

In Case the Second Party desires to terminate this agreement then 03 Months Prior Notice in writing to the First Party by mail is required prior to termination. On expiry this agreement may be renewed for a further period of Twelve (12) months with mutual consent as per clause 1 of this Agreement

First Party shall transport all the goods to the CSA Warehouse on F.O.R. basis.

The First Party shall provide all the necessary the Marketing Support/ Promotional Support through its staff. The staff employed by the First Party shall develop the Distributor/ Dealer in the designated territory as assigned to the Second Party.

The Second Party on receipt of the purchase order from dealer/Distributor shall Dispatch the product requisitioned in the said purchase order directly to the dealer/ distributor on behalf of First Party.

The Second Party will not pay any cash to any company's sales personal at any condition

The Second Party have to pay transportation (To-Pay basis) as stock when transfer from company to CSA go-down and it will be reimburse on very next order placed by CSA to company.

The Second Party shall not be responsible / liable to any staff of The First Party while working under the terms and conditions of the present agreement and in case, any liability comes on the Second Party, the First Party shall indemnify the Second Party for the same.

The Second party will not pay any cash amount for any company employee without information to the First party owner, if the second party will pay then the First party will not responsible for any dispute.

This Agreement shall be effected after the final Payment(s) of the goods or security amount.

Disputes and Differences

In the event of any dispute or difference in relation to this agreement, the same shall be referred to an Arbitrator, whose decision shall be final and binding on both the Parties. The said Arbitration shall be in accordance with the provision of the arbitration and reconciliation Act 1996.

The Courts of Faridabad, Haryana shall have the jurisdiction to decide the issues in dispute between the parties hereto. If you satisfy of above terms & conditions then Please sign this agreement on the of 2022 at As "Duly Accepted"

For Brave Marketing India LLP

(Director)

Witness:

Name: Mr.

Mail id:

Mobile: +91

Accepted all the Terms Conditions

.....
Second Party (Sig. & Seal with stamp)

(Authorized Signatory)

Witness

Name:

Address:

Mobile: