

**ASSOCIATE CHANNEL PARTNER AGREEMENT**

THIS DEED OF AGREEMENT is made on this 22 day of December 2022.  
BETWEEN

"BOXN FREIGHT LOGISTICS SOLUTION PVT LTD a COMPANY Registered under the Companies Act 1956, having its Registered Office at, "Box N Freight Logistics Solutions" Plot No 31C-D, Labbh Building, Pushtikar CH5, Patel Estate Road, Jogeshwari (West), Mumbai-400102 represented by its **Authorized Signatory** hereinafter referred to as the "**COMPANY**", (which expression shall unless inconsistent with the context mean and include its heirs, successors, legal representatives, executors, etc.) of the **FIRST PART**.

AND

ALWAYS COURIER, having its Office at, CHIRPEWARA JAMMA MAUD, represented by its **Proprietor/ Partner/ Director/ Authorized Signatory**. Proprietor, having his residence at, THIRD FLOOR, 1053/1054 PVT. NO. 3, GALLI HIRA MAND, MALIWARA, Delhi - 110001

referred to as "**ASSOCIATE CHANNEL PARTNER or ACP**" (which expression shall unless inconsistent with the context shall mean and include his/her/its heirs, successors, legal representatives, executors, etc.) of the **SECOND PART**.

The COMPANY and the SUPER CHANNEL PARTNER shall be individually referred to as a "Party" and collectively as the "Parties".

**RECITALS:**

**WHEREAS** the COMPANY is engaged in the business of Express distribution of freight, parcels and documents at Domestic and International level. The COMPANY with the intention of establishing wide network in the state of New Delhi and to expand its business by providing expeditious services to all its customers, wishes to appoint SUPER CHANNEL PARTNER and the SUPER CHANNEL PARTNER shall appoint adequate number of Associate Channel Partners (ACP) under its supervision and control. All the appointed Associate Channel Partners will perform their activities and submit their report to SUPER CHANNEL PARTNER.

ALWAYS COURIER is engaged in the business of providing courier and logistic services and has approached the Company and has expressed its willingness to be appointed as ASSOCIATE CHANNEL PARTNER of the Company in the state of DELHI.

**WHEREAS** ALWAYS COURIER has represented to the Company that, it has the expertise personnel and sufficient financial resources as per the requirements of the Company to perform the services i.e. Sufficient number of pick-up and delivery of shipments, it has independent office with sufficient infrastructure, it has wide network and good client-base in the region as well as having sufficient number of Associate Channel Partners to perform the business operations efficiently.



WHEREAS ALWAYS COURIER represented to the Company that it understands the requirements of the Company and undertakes to perform their activities as per the Company Policy and norms.

WHEREAS based upon representation of ALWAYS COURIER the COMPANY has agreed to appoint M/s ALWAYS COURIER as ASSOCIATE CHANNEL PARTNER of the Company.

WHEREAS the Company, relying on the representations and warranties of ALWAYS COURIER set out in this Agreement, has agreed to appoint it as SUPER CHANNEL PARTNER of the Company on non **exclusive basis** at the place/s as set out under this Agreement on the terms and conditions appearing hereinafter;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

PERIOD: That this agreement shall be for the period of three years (3) years wef. -----  
-----initial one (1) one year will be lock-in period for ACP. That during the lock in period of one year the company shall quarterly review the business performance of ACP.

Upon expiry of the agreement, it will be renewed for further period at the sole discretion of the company.

**1. LOCATION:**

The SCP shall operate and perform its operation within the area as specified in **Schedule - A** attached hereto this agreement.

**2. APPOINTMENT OF ASSOCIATE CHANNEL PARTNER/S (ACP):**

The SCP shall appoint Associate Channel Partner/s (ACP) in consultation with the Company. **RIGHT RESERVED WITH THE COMPANY:**

The Company has not granted any monopoly to the Super Channel Partner to function in the area and the Company reserves the right to appoint any Channel Partner or open any branch office in the area of Super Channel Partner, where due to business constraints (i.e., Physical limitations, imitations or any other limitation that affects the achievement of the business goal) the Super Channel Partner is unable to perform services.

**3. SCOPE OF SERVICES:**

The Scope of services of Super Channel Partner is mentioned in detail in **Schedule - B** of the agreement **USE OF COMPANY NAME & LOGO:**

a) That the COMPANY is the sole and exclusive owner of its trademarks and copyrights and COMPANY assures that COMPANY's name & Trademarked logos are free from encumbrances.

b) That the SUPER CHANNEL PARTNER shall display and maintain COMPANY's name and logos and shall not vary, change or alter the same in any manner whatsoever.

c) That the SUPER CHANNEL PARTNER is only beneficial user of the COMPANY's name & Trademark Logo and this Agreement does not create a relationship of Principal and Agent and hence SUPER CHANNEL PARTNER cannot grant, convey, sell, transfer, assign the same or any of the rights granted to it under the same to any other person/ organization.

d) That if the SUPER CHANNEL PARTNER finds that the COMPANY's trademarks, copy rights, patents or other property rights are disputed or infringed by a third party, the SUPER CHANNEL PARTNER shall promptly inform the COMPANY thereof and assist the COMPANY in taking necessary steps to protect its rights.

e) That in the event infringement of intellectual property rights of the COMPANY, Company will be entitled to claim from the SUPER CHANNEL PARTNER adequate compensation for the damage caused notwithstanding termination of the SUPER CHANNEL PARTNER.

#### **4. TRADE SECRECY:**

a) SUPER CHANNEL PARTNER will not at any time divulge to any customer or any of its Associate Channel Partner or any third person any trade or business secrets or any other matter relating to the said business which may become known to him by virtue of his position as SUPER CHANNEL PARTNER or otherwise. The SUPER CHANNEL PARTNER shall be true and faithful to the COMPANY in all dealings and transactions whatsoever relating to the business.

b) That during the continuance of this Agreement and up to 1 year after Termination or completion of agreement the SUPER CHANNEL PARTNER shall not serve any other concern/COMPANY or be directly or indirectly interested in whatever capacity in any business which may compete either directly or indirectly specifically with the business of Courier services of the COMPANY.

#### **5. OFFICE SET-UP AND BUSINESS COMMITTMENT:**

a) Super Channel Partner shall not indulge any other similar business activities of Company, as it is appointed on exclusive basis.

b) That the SUPER CHANNEL PARTNER shall maintain at its expense an independent office used for the business of Courier with sufficient infrastructure in terms of men and material, including a dedicated Telephone connection/Telefax, name Board/noon sign with the COMPANY's logo properly displayed, and preferably equipped with computers, internet, etc. The maintenance of office by the SUPER CHANNEL PARTNER shall always be such as to befit the COMPANY's brand image and as prescribed by the COMPANY from time to time. Failure to do so shall be a sufficient ground for terminating the SUPER CHANNEL PARTNER by the COMPANY.

c) SUPER CHANNEL PARTNER shall prepare a Business Growth Plan, which shall be reviewed by Company from time to time on quarterly basis.

d) SUPER CHANNEL PARTNER shall assure quality of services to the customers and



shall strive to expand the client-base and grow the business.

e) Moreover, to facilitate better business operation, the Company may pay the rent of the premises wherever it may deem fit. The decision of the Company in this regard shall be final.

f) The SCP will be given a KPI (Key Performance Indicator) which SCP must follow 100%. The details of KPI is mentioned in **Schedule - C** of the agreement.

#### **6. STATIONERY EXPENSES:**

a) That during the entire tenure of this Agreement, all Operational Stationery i.e., Consignment Note Book, Delivery Run Sheet (DRS), Manifest etc., shall be supplied by the COMPANY to the SUPER CHANNEL PARTNER and its Associate Channel Partners on payment of such charges as may be fixed by the COMPANY from time to time. No stationery other than that supplied by the COMPANY shall be allowed. Use of stationery except above will be a sufficient ground to terminate the SUPER CHANNEL PARTNER and/or its ACPs.

b) That the SUPER CHANNEL PARTNER shall place order for stationery/printed material with the COMPANY stating its requirement and they have to place an order well in advance with advance payment.

c) That the SUPER CHANNEL PARTNER has to book all shipments on COMPANY Consignment Notes and forward the same on COMPANY Manifest after properly bagging the parcels / documents destination wise before handing these over to the COMPANY against proper acknowledgement.

#### **7. OPENING OF BANK ACCOUNT:**

a) That the SUPER CHANNEL PARTNER will open a Bank Account in his name/SUPER CHANNEL PARTNER name in his territory so as to permit/promote Cheque transactions of his firm.

b) That the SUPER CHANNEL PARTNER will not be allowed to open any Bank Account in the name of "BOX N FREIGHT LOGISTICS SOLUTION PVT. LTD." or any similar name.

c) That the SUPER CHANNEL PARTNER or its ACPs shall have no authority to raise loans or borrow in the name of the COMPANY and it is expressly understood that the COMPANY shall in no way be responsible for any debts or other liability/ obligation created by the SUPER CHANNEL PARTNER or its ACPs for the purpose of business.

#### **8. MAINTAINANCE OF RECORDS:**

a) That The SUPER CHANNEL PARTNER shall maintain the data, accounts, books of accounts, files, documents and papers as per the approved authenticated systems of the COMPANY and shall enter all the particulars of the shipments booked, dispatched, received, delivered, the expenses incurred and the money received by the SUPER CHANNEL PARTNER in the software provided or approved by the COMPANY.



**9. INSPECTION:**

a) The company may from time to time inspect records and data maintained by the SUPER CHANNEL PARTNER whenever required. It shall be the duty of the SUPER CHANNEL PARTNER to provide prompt, smooth and easy access to the COMPANY to all the records and data maintained by it and shall co-operate the Company.

**10. AUDIT:**

a) SUPER CHANNEL PARTNER shall maintain true and proper statement of accounts relating to the business and shall appoint a Chartered Accountant to audit the same, if need be, the COMPANY also has the option to appoint a Chartered Accountant for the purpose.

b) That the SUPER CHANNEL PARTNER shall submit its audit Report every year to the COMPANY within 15 working days once Audit report is finalized.

**11. FURNISHING OF RECORDS TO THE COMPANY:**

a) SUPER CHANNEL PARTNER shall before the 7<sup>th</sup> day of each month provide information and data of the business and transactions of the preceding month to the Account department of Head office of the COMPANY in the form of a hard copy duly signed and sealed by the SUPER CHANNEL PARTNER as well as a soft copy thereof and obtain an acknowledgment thereof.

**12. SOFTWARE:**

The SUPER CHANNEL PARTNER and its Associate Channel Partner's has to fill-up and update all the details of Customers', rates etc. in the Software of the COMPANY and also the SUPER CHANNEL PARTNER has to update software regularly. The SUPER CHANNEL PARTNER has to update business data and delivery data regularly.

**13. RECOVERY OF DUES FROM CREDIT CLIENTS:**

The Super Channel Partner shall maintain the list of Credit Clients / Customers of its Associate Channel Partner's. It would be the sole responsibility of the Super Channel Partner to recover dues of its Associate Channel Partner's or its Credit Client/ Customers.

**14. AGREEMENT WITH CREDIT CLIENTS AND D.P. CLIENTS:**

a) That the Super Channel Partner or its Associate Channel Partner shall execute an agreement with their credit clients in their own name for providing courier services and the copy of the same shall be provided to the Company as and when demanded. Without agreement, no Services will be offered to the Credit Clients.

b) SCP/ ACPs shall raise bills in its own firm name to their credit clients and it shall be the sole responsibility of the SCP/ ACPs to recover outstanding dues from their Credit Clients.

**15. MARKETING & ADVERTISEMENT:**

- a) SUPER CHANNEL PARTNER will market the COMPANY's products/services as per the terms and conditions and Marketing & Sales policy (schedule of rates prescribed and revised from time to time by the COMPANY) of the COMPANY communicated to the SUPER CHANNEL PARTNER by the COMPANY from time to time. If need be, the SUPER CHANNEL PARTNER will get necessary help from the COMPANY's Marketing Executives.
- b) The SUPER CHANNEL PARTNER shall bear the full cost of sign boards and Banner to be affixed on the shop premises, as well as the cost of printing and stationery used for the booking of the shipments as well as uniform of all employees working under his supervision and control.
- c) Further, for business branding COMPANY will make advertisement and promotional expenses at PAN India level using various modes of publication viz. Print media, Out Door, T.V. etc. for enhancing the business across India which ultimately provide benefits to the SUPER CHANNEL PARTNER and CPs of the COMPANY across India therefore, the COMPANY will charge promotional expenses at such minimum rate from all SUPER CHANNEL PARTNERS and CPs across India as decided by the COMPANY keeping the interest of SUPER CHANNEL PARTNERS and CPs. Schedules and decision of the COMPANY regarding advertisement will be final. However, COMPANY may consider the SUPER CHANNEL PARTNER's and CPs suggestions in the said regard if it thinks fit.

d) The SUPER CHANNEL PARTNER will be at liberty to utilize various print/visual/ other means of advertisement as per his operational requirement for marketing and advertisement within his jurisdiction after due consultation and confirmation with the COMPANY. However, the expenditure on promotion and advertisement shall be permitted to SUPER CHANNEL PARTNER within his jurisdiction at their own cost and COMPANY will not reimburse or adjust the same against its monthly commissions.

e) If the COMPANY at any time objects to the SUPER CHANNEL PARTNER'S advertisement and/ or promotion, in such event SUPER CHANNEL PARTNER shall immediately withdraw and/ or refrain from repeating such publicity. In particular, the SUPER CHANNEL PARTNER shall not make any inaccurate or unauthorized representation regarding the performance, tariff or availability of services.

**16. ADHERENCE TO COMPANY POLICY WHILE BOOKING, HANDLING AND DELIVERING THE SHIPMENTS:**

a) That the SUPER CHANNEL PARTNER shall strictly adhere to the Policy of the company while booking, handling and delivering the shipments to customers and SUPER CHANNEL PARTNER will be solely responsible if it fails to abide by the COMPANY Policy. The said policy attached herewith the Agreement as **Schedule - D**.

**17. CUSTOMER CLAIM & COMPENSATION:**

a) It would be the sole responsibility of the Super Channel Partner to look after its



customer's / client's claim or query and compensate to Company if any litigation or Claim raised by its clients upon the Company.

b) That in case of service failure, viz. Delayed delivery, short delivery, wrong delivery, pilferage of shipment, delivery of shipments in damaged condition etc., it is the duty of the SUPER CHANNEL PARTNER to acknowledge the complaints (both oral and written) assuring to investigate the case and to resolve the same at his cost and expenses.

c) That it is the basic duty of the SUPER CHANNEL PARTNER to respond cautiously and courteously to the queries of the customers immediately without lapse of time and provide them with requisite information and solution. While doing so, the SUPER CHANNEL PARTNER should ensure the same falls within the framework of the existing COMPANY policies and procedures. The SUPER CHANNEL PARTNER on receipt of any complaint should get in touch with the respective Sub-Branch/Branch/AO/RO of the COMPANY and co-ordinate with the complainant without misleading the customers or making any false commitments, failing which the SUPER CHANNEL PARTNER will be liable for the consequences thereof.

d) If the customers claim compensation due to service failure, then SUPER CHANNEL PARTNER shall be liable for settlement of claims, if any, and he has to negotiate and settle the claim with the customers.

e) In case service failures are attributed to both the COMPANY and the SUPER CHANNEL PARTNER either in the Origin or Destination or Intermediate points, then the settlement of claims, if any, would be shared in the requisite manner based on the investigation carried out by the BM/ AM/RM/ AGM/DGM/Zonal Head/GM, as the case may be. The decision of the COMPANY in this regard shall be final and binding to the SUPER CHANNEL PARTNER.

f) In the case of dox and non-dox, the COMPANY's liability will not exceed an amount equivalent to 10 times of freight charges in case of dox and 5 times of freight amount in case of non-dox or the value of the consignment declared on the docket whichever is less and every SUPER CHANNEL PARTNER shall ensure that such condition is prominently printed on the consignment notes issued by the concerned SUPER CHANNEL PARTNER.

g) In case of any complaint or the fact of any such article being lost or misplaced coming to the notice of the SUPER CHANNEL PARTNER, the SUPER CHANNEL PARTNER shall immediately and not later than 1 working day communicate to the COMPANY in writing all the details and particulars of such consignment and also communicate to the COMPANY the details of the steps taken by the SUPER CHANNEL PARTNER for the resolution of such complaint or loss.

h) The COMPANY shall not be liable in any manner if the SUPER CHANNEL PARTNER fail to strictly adhere to the aforesaid condition and the sole responsibility and/or liability shall be that of the concerned SUPER CHANNEL PARTNER.

#### 18. CONSUMER FORUM/ CIVIL/ CRIMINAL CASES:

If there is failure in resolving the complaints amicably, the customers are likely to approach the Consumer Forum / Civil / Criminal Court.

- a) That in such cases, it is essential for the SUPER CHANNEL PARTNER to co-ordinate and attend the cases in consultations with the respective Head Office and legal adviser of the COMPANY, as the case may be, whenever any case is filed against the COMPANY or the SUPER CHANNEL PARTNER himself, either as a 1<sup>st</sup> party or 2<sup>nd</sup> party in the Forum/ Court.
- b) That all Consumer/ Civil/ Criminal cases belonging to the SUPER CHANNEL PARTNER will be handed promptly by the SUPER CHANNEL PARTNER independently under intimation to and guidance from the Head Office.
- c) That whenever the Consumer Forum/ Court order is awarded in favor of the customer or either against the SUPER CHANNEL PARTNER or the COMPANY, it would be the sole responsibility/liability of the concerned SUPER CHANNEL PARTNER to bear such liability and/ or costs thereof. In any case, the COMPANY's liability shall be limited to the extent mentioned in Clause No.20 (6) herein above.

#### 19. SECURITY DEPOSIT:

- a. (i) That the SUPER CHANNEL PARTNER shall pay Rs..... (Rupees ..... only) as an interest-free refundable Security Deposit and also provide PDC cheques for Security purpose to the COMPANY for due observance and performance of terms and conditions of the agreement. The company reserve the right to present the security cheque for release against the outstanding dues of SUPER CHANNEL PARTNER after due intimation.
- (b) That the Security deposit of the SUPER CHANNEL PARTNER will be revised and/ or enhanced by COMPANY based upon SUPER CHANNEL PARTNER's average monthly business turnover.
- (c) That under no circumstances the SUPER CHANNEL PARTNER Security Deposit shall be adjusted towards settlement of Transshipment Bills, Advertisement, Stationery, franchisee charges dues, etc. save and except in the case of a SUPER CHANNEL PARTNER being closed/ terminated as per terms and conditions of the agreement.

#### 20. TRANSSHIPMENT & FRANCHISEE CHARGES:

- a) That as a consideration for Transshipment & use of the COMPANY's name, goodwill and its extensive network & facilities, the SUPER CHANNEL PARTNER shall pay Franchisee Charges to the COMPANY as per Rate Card broadly specified in SCHEDULE-E.
- b) In case of International booking the Company shall charge commission as per the Rate Card specified in SCHEDULE-E.

#### 21. PERMISSION & INTIMATION OF CHANGES, IF ANY:

The SUPER CHANNEL PARTNER has to strictly follow COMPANY's instruction to



make changes in office premises or its location. That in the event of change of place of business/address /Contact Numbers/Email I.D. of the SUPER CHANNEL PARTNER Offices/residence or any other related changes, the SUPER CHANNEL PARTNER shall intimate in writing such changes to the COMPANY within 48 hours of change. In case of non-compliance to these terms, COMPANY may impose penalty as may deem fit.

## **22. STATUTORY REQUIREMENT & OBLIGATIONS:**

- a. That for all legal purposes and statutory obligations (PF/ESI/PT/GST/Shops & Commercial Establishment Act. etc.) The SUPER CHANNEL PARTNER is a separate entity from the COMPANY.
- b. That the SUPER CHANNEL PARTNER shall engage/ appoint number of Associate Channel Partners in his region as well as depute necessary personnel at his office after due verification at his own cost and expenses for effective and efficient running of business operation. That no relationship of employer and employee shall be created between the COMPANY and SUPER CHANNEL PARTNER as well as the Associate channel Partners and personnel so appointed by the Super Channel Partner.
- c. That each party shall respectively sign, execute and do all such things and execute Such further documents, deeds, acts and things as the other party reasonably requires for completely effectuating this Agreement and each party shall bear his own cost in that Connection.
- d. That the SUPER CHANNEL PARTNER shall be sole responsible to register and pay the GST and other Tax liability for itself as well as the Associate Channel Partners so appointed by him, to the appropriate Government Authority directly. A copy of the Certificate of Registration obtained by the SUPER CHANNEL PARTNER shall be submitted to the COMPANY for its record.

## **23. CONFIDENTIALITY:**

- a. SUPER CHANNEL PARTNER shall maintain absolute confidentiality over all of the information, including but not limited to documents, publicity materials, confidential information and data, Client data base, Company policy and procedures etc. which comes or may come in its possession and would not use/share such information for any purpose whatsoever during the term of this Agreement or any time thereafter termination or cessation of this Agreement.

- b. The SUPER CHANNEL PARTNER shall protect such Confidential Information by using the same degree of care as the SUPER CHANNEL PARTNER uses to protect its own Confidential Information, but not less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination or publication of the Confidential Information.

## **24. INDEMNITY:**

SUPER CHANNEL PARTNER shall keep COMPANY indemnified and harmless from



and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) that COMPANY may incur or be liable as a result of conduct of SUPER CHANNEL PARTNER.

## **25. TERMINATION:**

Either party shall be at liberty to terminate this agreement, by giving an advance written notice to the other party as under;

### **{A) Termination during Lock-in Period:**

a. That the SUPER CHANNEL PARTNER shall not discontinue its operations during the Lock-in period of one year. If the SUPER CHANNEL PARTNER discontinues its operation during Lock-in period in such event, Company reserves the right to forfeit the Whole Security Deposit of the Super Channel Partner and claim for monetary compensation and damages caused to the Company.

b. The Company reserve the right to terminate the Super Channel Partner even during lock-in-period, if it seems that there is no growth of Network, business and/or failure of accurate services of the Super Channel Partner or its Associate Channel Partners. The decision of the Company in this regard shall be final and binding upon Super Channel Partner.

### **Termination after Lock-in Period:**

a) That if the COMPANY desires to discontinue/terminate the SUPER CHANNEL PARTNER it can do so by giving 30 days advance written notice. However, in case of the fraud, cheating, misrepresentation or violation the terms and conditions of the Agreement which prejudice the interest of the Company in any manner, the Company may terminate the Super Channel Partner with immediate effect.

b) That if the SUPER CHANNEL PARTNER desires to discontinue, it can do so by giving 90 days advance written notice. In case the SUPER CHANNEL PARTNER fail to serve prior written notice of 90 days and/ or suddenly stopped the functioning of business in such event, the SUPER CHANNEL PARTNER'S Security deposit will be forfeited and the COMPANY reserve the right to impose penalty on SUPER CHANNEL PARTNER as may deem fit.

### **Termination in other cases:**

a) In case of any breach/non-compliance of the terms and conditions of this agreement in opinion of the COMPANY, prejudice the interest of the COMPANY in such case COMPANY shall be entitled to terminate/end this agreement with immediate effect without giving any prior notice to the SUPER CHANNEL PARTNER and the agreement shall be treated as terminated with immediate effect. The COMPANY shall have the right to forfeit the whole and/ or part of the amount of the Security Deposit at its sole discretion.

b) In case of death of the Proprietor/Partners, of SUPER CHANNEL PARTNER the agency either be transferred to their legal heirs or to be closed, the decision of the COMPANY is final in this regard.



c) That in case the SUPER CHANNEL PARTNER is taken up by one or more partners, a partnership deed to be prepared and a notarized copy thereof shall be given to the COMPANY immediately at the time of application. In case of any dispute among the partners, the COMPANY has the right to terminate the SUPER CHANNEL PARTNER. In special cases, at the sole discretion of the COMPANY, one of the partners may be appointed as a new SUPER CHANNEL PARTNER.

d) That notwithstanding anything hereinabove contained, the COMPANY shall be at liberty to terminate this Agreement without notice at any time, if the SUPER CHANNEL PARTNER violating any of the above terms and conditions and indulging in any act involving moral turpitude, negligence or misconduct with the likelihood of causing harm to the good will of the COMPANY. The COMPANY shall have the right to forfeit the whole and/or part of the amount of Security Deposit at its sole discretion.

**26. TERMINATION OF ASSOCIATE CHANNEL PARTNERS:**

That the Company shall have right to direct SUPER CHANNEL PARTNER to terminate its Associate Channel Partner, if Associate Channel Partner's operations violating the standard terms and condition of the Company or prejudice the interest of the Company in any manner.

**27. EFFECT OF TERMINATION:**

That ..... upon termination or expiration of this agreement, the SUPER CHANNEL PARTNER and all its Associate Channel Partners shall cease to use, in any manner, the trademarks of the COMPANY, and they shall remove all trademarks and the trade names of the COMPANY i.e. signs, Signals, posters, name cards from their office and shall return to the COMPANY all undelivered shipments, booking and delivery records, data, as well as blank stationery, Network map, Glow shine board, instruction Board, Confidential client data and such other promotional as well as commercial materials belonging to COMPANY and/or in the name of the COMPANY lying with SUPER CHANNEL PARTNER or its ACP.

a. However, the termination shall not absolve or release the SUPER CHANNEL PARTNER from any liability which has arisen from this agreement. The SUPER CHANNEL PARTNER shall be liable to discharge all such liabilities which may arise by this agreement.

b. That after termination of SUPER CHANNEL PARTNER, Company shall be at liberty to take over its Associate Channel Partners as Channel Partner of the Company at its Sole Discretion.

**28. NON-SOLICITATION:**

That after termination the SUPER CHANNEL PARTNER shall not solicit the customers of the Company in any manner.

**29. ARBITRATION:**

In case of any dispute/ difference, controversy or claim relating to this agreement between the parties arising under this agreement, either during or after termination of this agreement the same shall be referred to the arbitration of a sole arbitrator to be





appointed as per the provisions of the Arbitration and Conciliation Act, 1996 or any amendment thereof from time to time and the cost of the Arbitration including the remuneration of the Arbitrator shall be borne by both the parties equally. The Arbitration proceedings shall be conducted in English language and the venue of the arbitration shall be at Ahmedabad.

### **30. AMENDMENT:**

The COMPANY reserves the right to change any part of this Agreement, amendment, modification and/ or changes in the agreement with prior intimation to SUPER CHANNEL PARTNER through addendum/ supplementary agreement.

### **GOOD FAITH OPERATIONS:**

In entering into Agreement, the parties hereby declare it to be their intention that this memorandum shall operate between them with fairness and without detrimental the interest of either of them and that none of the parties shall make undue gains at the other party's expense and that all provisions of this agreement shall be applied in good faith. Further, *both the parties agreed that they understood each and every term and condition, clauses of the agreement and the same has been interpreted and explained them in their mother tongue and/or Gujarati/Hindi language and they understood thoroughly and assure for execution of each and all terms and conditions of the Agreement.*

### **31. NOTICES:**

Any notices or communications required to be given or served by any of the Parties on the others in respect of this Agreement, shall be given in writing in English to the others, at the address specified in the title to this Agreement or at such other address as may have been notified.

### **32. SEVERABILITY:**

If any provision of this Agreement is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, the Parties shall use reasonable endeavours to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

### **33. WAIVER:**

The failure or delay by either Party in exercising any right, power or remedy of that Party under this Agreement shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it.

### **34. ENTIRE AGREEMENT:**

That Page No 1 to 25 of the Agreement along with all Schedules signed by both the parties will be called and defined as a complete agreement. This Agreement constitutes the entire and final contractual understanding between the Parties and supersedes all prior Agreements, Understandings & Negotiations both written and oral between the parties with respect to the subject matter of this agreement.

### **35. STAMP DUTY:**

Any stamp duty payable on this Agreement shall be borne solely by SUPER CHANNEL PARTNER.



**Annexure I**

Zone	Region/Location	List of serviceable cities
West 1	Maharashtra without Vidharba. Goa	Mumbai/Bhiwandi/Pune/Solapur/Nasik/Aurangabad/Buti Bori/Amravati/Kolapur/Ahmednagar/Goa
West 2	Gujarat	Ahmedabad/Baroda/Gandhidham/Surat/Ankleshwar/Vapi/Rajkot
Central	MP, Chhatisgarh, Nagpur (Vidharba)	Indore/Bhopal/Gwalior/Sagar/Jabalpur/Raipur/Bilaspur/Durg/Korba/Nagpur
North 1	Delhi, NCR	Delhi/Gurgaon/Noida/Gaziabad/Faridabad/Jaipur/Lucknow
North 2	Punjab, Rajasthan, Haryana, H.P, UP, UK	Chandigarh/Ludhiana/Amritsar/Jalandhar/Batinda/Patiala/Pathankot/Udliapur/Kota/Jodhpur/Ajmer/Bikaner/Ambala/Panipat/Karnal/Sonapat/Rothak/Hisar/Meerut/Muradabad/Bareilly/Deharadun/Haridwar/Roorkee/Rudrapur/Kashipur/Agra/Mathura/Kanpur/Allahabad/Varanasi/Aligarh
South 1	Karnataka, Andhra Pradesh, Telangana, Chennai	Bangalore/Mysore/Chitradurga/Hassan/Ballari/Vijayapura/Davangere/Hospet/Mangalore/Shivmurga/Hubli/Belgavi/Chennai/ANANTAPUR/CHITTOOR/CUDDAPAH/ELURU/GAJUWAKA/GUNTUR/KARIMNAGAR/KHAMMAM/KOTHAGUDEM/KURNOOL/MAHBUBNAGAR/NELORE/NIZAMABAD/ONGOLE/SRIKAKULAM/SURYAPET/TRUPATI/VIJAYAWADA/VISHAKAPATNAM/VIZIANAGARAM/WARANGAL/Hyderabad
South 2	Rest of Tamil Nadu, Kerela, Pondicherry	Kanchipuram/Vellore/Trichy/Madurai/Erode/Coimbatore/Salem/Tirupur/Pondicherry/Hosur/Krishnagiri/Karur
East 1	Bihar, West Bengal,	Patna/Kolkata/Asansol/Burdwan/Durgapur/Siliguri
East 2	Odisha & Jharkhand	Bhuwaneswar/Ranchi/Jamshedpur
East 3	Guwahati & rest of north east will be ODA	Guwahati
Special	J&K, Northeast (Rate on request)	Jammu/Srinagar
North 3	H.P	Simla/Baddi

Annexure II

SCOPE OF WORK

- The Scope of Services shall be agreed mutually at subsequent date and separate addendum shall be executed.





Annexure III

Base Rate Per KG

Franchise Rate Card											
Zone	West 1	West 2	Central	North 1	North 2	J&K	South 1	South 2	East 1	East 2	GW
Delhi /NCR	10.26	9.80	10.80	7.56	9.18	10.26	11.88	12.10	11.10	11.88	19.5

BNF ODA Matrix Rate						
Sr No	Distance in KM	50-500 Kgs	501-1000 Kgs	1001-2000 Kgs	2001 Kgs. and above per Kg.	
1	25 - 50	2000	3000	4000	1.5	
2	51 - 100	3000	4500	6000	1.7	
3	101 - 150	4500	6000	7500	1.9	

DPH Matrix	
Increase upto ₹ 0.99 Per Ltr	NIL
₹ 1.00 to ₹ 1.99 Per Ltr	₹ 0.15 / Kg
₹ 2.00 to ₹ 2.99 Per Ltr	₹ 0.25 / Kg
₹ 3.00 to ₹ 4.99 Per Ltr	₹ 0.40 / Kg
₹ 5.00 & above	₹ 0.50 / Kg

S.No	VAS	Card Rate
1	Docket Charges	₹ 100 Per Docket
2	ROV ( On Owners Risk)	0.2 % of Invoice or min ₹ 100, Whichever is higher
3	Handling Charge ( For Single Package weight)	Above 200 kg - ₹ 500 Per Pkgs Above 300 kg - ₹ 1000 Per Pkgs Above 500 kg - ₹ 1500 Per Pkgs
4	Original POD	₹ 100 Per Docket
5	Sunday/Holiday Delivery	₹ 1000 Per Docket
6	Appointment Delivery	₹ 1500 Per Docket
7	Warehousing Charges/ Demurrage Charges after 7 Days of First attempt of Delivery (Per Docket)	Post 7 Days ₹ 0.25/kg per Day
8	Notice (Rebooking/UCG Dispatch)	1 <sup>st</sup> Notice after first Delivery Attempt 2 <sup>nd</sup> Notice after 15 Days 1 <sup>st</sup> Notice 3 <sup>rd</sup> Notice after 15 Days 2 <sup>nd</sup> Notice
9	SEZ, Government Supplies & CSD	As per the appointment Delivery
10	Paid / To Pay Charges	₹ 100 Per Docket
11	COD Charges	₹ 100 Per Docket
12	J&K/Punjab/Kerala State Handling Charges(at Booking)	As per actual
13	Warai Charges at Maharashtra	As per actual
14	Green Tax for Delhi Shipments(Per Docket)	₹ 200 Per Docket OR As per approval
15	Correction Change (Delivery Address, Weight Etc.)	As per approval
16	Minimum Freight Per Docket	₹ 400
17	Minimum Chargeable Weight	50 Kg per Docket
18	Total Weight Rounding off	Next Decimal
19	Total Freight Rounding off	Next Decimal
20	Any unforeseen Expenses incurred	
21	Weight/Freight/Value Discrepancy Noticed after Booking of Shipment	
22	Volumetric Weight (Actual weight or Volumetric weight whichever is higher)	
23	FSC ( Fuel Surcharge)	15%
24	DPH/FSC Hike	As per Matrix
25	ODA	As per Matrix



आयकर विभाग

INCOME TAX DEPARTMENT

RITU RASTOGI

ASHOK KUMAR RASTOGI

17/08/1978

Permanent Account Number

AXDPR2597P

*Ritu*

Signature



भारत सरकार  
GOVT. OF INDIA



13092010

YES Prosperity

YES BANK Ltd., GROUND FLOOR, SHANKER TRESS 1936, WARD NUMBER 2, FOUNTAIN CHOWK,  
HANOMI CHOWK, DELHI 110006  
S CODE : YESB00000166

VALID FOR THREE MONTHS FROM THE DATE OF ISSUE

Payable At Par At All Branches of YES BANK Ltd.

Everrise

Service

DDMMYYYY

or Bearer  
या धारक को  
Paisa

अदा करें

₹

FOR ALWAYS COURIER

New Account

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