



This AGREEMENT OF APPARELS AND ACCESSORIES shop ARRANGMENT is executed at Mohali (Punjab) on this day of

BY and BETWEEN

“KRAZY GANG”, a firm registered in Mohali (Punjab), India under the Micro, Small and Medium Enterprises. Vide Registration No....., and having its Registered office at Plot No 958, Sector 82. JLPL Industrial area, Mohall (Punjab) (hereinafter referred to as “The firm” which expression shall, unless repugnant to the context, mean and include its successors and assignees), being represented herein by its authorized representative, of the ONE PART

And

..... is having its Shop No..... & (hereinafter referred to as “the Retailer”) which expression shall, unless repugnant to the context, shall mean and include its legal heir, legal representative, successors and permitted assigns) of the OTHER PART;

WHEREAS, the firm owns a branded and reputed trademark with the name and style “KRAZY GANG ” and other subsequent brand names and trademarks, which the firm may and will own in future.



WHEREAS, the firm is the absolute owner of the trade name, trademark, service mark and logo, “KRAZY GANG” and such other trade names, service marks, trademarks and logos (the “Proprietary marks”) as are now designated or may be later on designated by the firm for its sales and marketing etc. The firm continues to develop, use and control such proprietary marks for the benefit and exclusive use of itself and its Retailers / franchisees in order to identify for the consumers the source of the product and services marketed and to represent the brand’s high standard of quality and service.

WHEREAS, the firm Representative has approached the Retailer for starting a Shop of our **‘KRAZY GANG “Apparel and Accessories.**

WHEREAS, the Retailer understands, acknowledges and appreciates the importance of the firm’s high and consistent standards of quality and service and the necessity of operating the business hereunder in conformity with the firm’s standards, specifications and business practices

WHEREAS the Retailer has complete knowledge and has also made inquiries about the firm’s trademarks and other rights, the steps taken for building good-will, their reputation and the Retailer has satisfied itself about the good-will, reputation, technical competence and adequacy of the firm to carry on the said business of selling the said products in an expensive retail market and to render satisfactory services to the consumers.

WHEREAS it is expressly agreed that the ownership with all the right, title and interest in the firm’s & Brands shall remain vested solely in the firm and all usages thereof by the Retailer and its



Retailers established hereby shall incur to the exclusive benefit of the firm's brand "KRAZY GANG " (owned by KRAZY GANG.)

NOW, THEREFORE, IT IS HEREBY AGREED TO AS FOLLOWS:

1. APPROVAL OF RETAILER RIGHTS

- a) That The Firm (Party No. 1) hereby agrees for a Shop arrangement on Stock Correction Terms with the Retailer (Party No. 2) to establish, manage & sell 'KRAZY GANG" Apparels and Accessories.
- b) All the Post Sales Discounts will be borne by the firm as per firm policy and any impact of GST on the value of discounts will be settled by issue of Debit Note & Credit Note.

2. VALIDITY OF THE AGREEMENT

This Agreement shall be valid for a period of 1 (one) year commencing from **01ST..... 2019 to 31st, 2019** unless otherwise terminated as hereinafter provided. After the completion of one year, if the firm is satisfied of the performance of the Party No. 2, fresh agreement will be executed in the presence of both the Parties and on execution of fresh Agreement, the previous Agreements shall be stand null and void.

3. RESPONSIBILITIES , OBLIGATIONS AND WARRANTIES OF THE RETAILER

- a) THAT on the execution of this Agreement, the Retailer shall own a space for "KRAZ GANG " for the Exclusive Display &



- Sale of “KRAZY GANG “ Apparels and Accessories.
- b) THAT the Retailer shall comply with all the statutory and legal obligations.
 - c) THAT the Retailer shall also be liable for all fines / penalties imposed on the firm due to negligence / default on part of the Retailer with regards to proper documentation of the waybills /records.
 - d) THAT the Retailer is required to sell the firm’s product as per firm policy and at the prices decided by the firm. Any revision in prices will be informed to the Retailer from time to time.
 - e) THAT the Retailer shall send / mail the firm a weekly sales report detailing therein about the articles sold, sizes, any other information that the firm may seek against the sale of the firm’s product and such other statement, as may be required by the firm time to time.
 - f) THAT the Retailer will ensure the proper display of the brandings sent by the firm.
 - g) THAT it shall be the responsibility of the Retailer that its salesmen who are selling the products of the firm are fully aware about the quality and having deep knowledge about the firm and its products in order to convince the buyer / consumer of the outlets.
 - h) THAT the Retailer is required to provide the entire necessary infrastructure to sell the firm’s product.

4. APPROVAL FOR ADVERTISEMENTS

THAT the firm reserves the right to approve, in advance the form, content and general appearance of any literature the Retailer signs, any other material or things on which a firm name or mark is used.



The Retailer agrees not to use such names or marks without first obtaining the said approval in writing from the authorized officer or employee of the firm.

THAT No approval shall be accorded to Retailer for any kind of local advertisements or use of firm's logo for that purpose and all advertising's, public relation and the promotions shall be supplied by the firm solely which shall be completely factual and shall be conform to the highest legal and ethical standards and from the policies prescribed from the exercise or use of any right or privilege granted to the Retailer by this agreement.

The Retailer will never give any local ads or use the firm's logo in the any form of advertisement without the written consent and permission of the firm.

5. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE firm

- a) The firm shall dispatch/ invoice / send its products to the Retailer from the firm's branch to the Retailer's warehouse upon receiving the same by mail / letter albeit in writing only for the purpose of display and sale of the said products.
- b) The firm reserves all right to stop supplies to the Retailer in case of any payment default / Service default / Target default.
- c) The firm will provide indoor & outdoor brandings at its cost to the Retailer as & when requested for the Retailer.



6. FINANCIALS & SECURITY DEPOSIT

- a) The firm shall provide the Margin structure to the Retailer as per Annexure 1 to help achieve efficient & good placement and sales in the appointed outlets appointed by the Retailer in consultation by the firm. However, the firm in its sole discretion will have right to amend/ alter the said rates of commission payable from time to time.
- b) The firm demand a Security deposit of INR 2,00,000/- payable at the time of entering into a Contract and carries No Interest and shall be refunded/adjusted at the time of full and final payment in case both parties agree to terminate the contract as per terms and conditions of the contract.

7. MAINTENANCE OF RECORDS AND REPORTS

- a) The Retailer shall maintain records of sales in the form and manner, prescribed by the firm time to time and shall make such records available for inspection to the officers of the firm all the times to enable the verification of the compliance with the terms and conditions to this agreement.
- b) The Retailer shall submit such reports to the firm every week.

8. BOOKS AND RECORDS: AUDIT

- a) The firm or the officers of the firm may / can at any time during the business hours visit the showroom premises for a surprise audit and the Retailer shall have no objection for



- the same.
- b) The audit-officers may also stop the sales during the audit-process in order to physically verify and match the physical stock and value with the stock & value appearing in the system/Books of accounts.
 - c) In case of any shortage in physical stock or value, the Retailer shall be billed the same immediately and the Retailer would deposit the amount of any such shortage within the next 24 (twenty-four) hours in the firm account.
 - d) In no circumstances will the audit-process be disturbed or objected to by the Retailer and the Retailer shall support the same unconditionally.

9. BRAND ASSETS:

- a) Our Brand name and logo (including font and style) is our greatest asset. It is the most effective tool in brand communication and therefore consistency is essential.
- b) No other variations of the logo are permitted without prior written permission from the firm.
- c) No attempt should be made to recreate, modify or re-draw any elements of the Brand Name and Logo.
- d) No combination of our brand name and logo with any other brand or trademark is allowed.

10. The Retailer hereby agrees that the firm shall have no responsibility as regards the Retailer's employees and the said employees shall be the Retailer's employees only. The Retailer hereby indemnifies the firm against all the claims made by the Retailer's employee or on the part of Retailer, against the firm.



11. The Retailer does not have any authority to enter into any agreement on behalf of the firm, draw, accept or endorse any bill on behalf of the firm or to use the name of the firm or its brand/ logo/ trademark on its stationary except the stationary supplied by the firm or approved for use by the firm in writing.

12. TERMINATIONS AND BREACH

This agreement may not be terminated by either party, for a period of 1 (one) year except in the following circumstances, in which case, the either party can terminate the agreement by giving 60 days' notice:

- a) The either party is declared insolvent.
- b) The either party has breached the either of the terms of this agreement.

In the event of the expiry or prior termination of the agreement as aforesaid, the Retailer shall without any kind of demur/ protest, objection and right to lien, cease to use the name, trademark, symbol, logo of firm and firm's brands on any stationary, letter, or in any manner.

The Retailer will return to the firm all stocks of the firm's stationary, display material, brochures etc. and shall immediately repay without demur all amounts owing to the firm as per the firm's books of accounts.

13. Any suit by or against the firm shall be instituted only in competent courts at Mohali, Punjab. And both the parties



specifically agree to exclude the jurisdiction of any other court.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL ON THIS AGREEMENT OF SHOP ARRANGEMENT ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED for and on behalf of the firm

KRAZY GANG

(Authorized Signatory)

SIGNED for and on behalf of the Retailer

(Authorized Signatory)

1) Witness

2) Witness



Annexure 1

Commercials & Terms and Conditions:

Retailer Margin:

.....on Products sold on MRP & On Products sold on Discount Price.

Payment Terms:

Monthly-Payments of Goods sold in previous month to be clear by or before 15th of next month.

Stock Correction:

100% of total purchased stock at the end of every season.

Security:

INR 2, 00,000/-