**Agreement Between Principal And Monopoly Agent**

This agreement is made on this................. day of............ 2003,

Between

Mr……..S/o………doing business at .....................under the name and style of SM & Sons (hereinafter called the Principal) of the One Part

And

MS & Co, carrying on business at ................. (hereinafter called the Monopoly Agent) of the Other Part to the following effect:

Whereas The Party of one part is engaged in import of various goods and party of others part is engaged in the business of clearing of those goods from custom authority etc.,

Now the party of first part appoints the party of other part as its monopoly agents for clearing lifting and handling of goods import by them on following conditions:-

1. That as per agents party of other part would be operating above indent and arrange with manufacturers for despatching the goods early and handing over thereof direct to you/your nominee (which I hereby agree) for on that account you would provide requisite finance, including carriage/delivery charges, firstly which be reimbursed out of sale proceeds thereto as hereunder stipulated.

2. Regular reports about progress made by you maintaining proper account of all receipts and expenses which shall be inspection, once a week by me shall be furnish by you .

3. That for handling/lifting the goods, you would also represent me for all purposes and intents before the manufacturers, viz, ........................ in all its offices and also before other proper authorities including Banks, Post Offices, Railways, Roadways and Carrying Companies etc., for making the goods to be indented readily available to you straightway and to negotiate for and complete the sale and disposal thereof in lots or altogether at price or prices acceptable to you directly or through brokers and/or agents. You will also collect and keep with you all such sale/sales and give good, valid receipts and discharges thereto.

4. You will at once be intimated of the receipt of despatch, advice from the producers by me and on making and/or arranging requisite payment and obtaining release of necessary documents (and storage of the goods at your godown for which purposes you are also hereby expressly empowered) which shall be endorsed and/or transferred by me simultaneously in favouring you.

5. On occurs any demurrage/damages to the goods due to any act, default/negligence by you in making and/or arranging payments and/or in obtaining release of documents, which will be borne/paid by you personally. I shall remain liable for any loss/mischief to goods, as caused by my act, default or negligence or mistaken judgment. Such loss shall be debited to my account with you.

6. I shall deliver or cause to be delivered to you such further or other deeds/writings if any when compulsory addressed to proper authorities to enable you paying the required money and obtain delivery of documents and also the related goods and not take delivery of the documents nor the goods myself nor authorize anybody to do the same on my behalf or charge nor them or any portion thereto in any way.

7. In case of any short/non-delivery of goods, you shall be having right in lodging claims and suing railways/roadways or carrying companies for required reliefs and recover damage/compensation on that score.

8. Per all circumstances, concerned documents will be delivered to you directly by the manufacturers at once against payment and I shall be liable to reimburse you for all losses, suffered due to any act, negligence, default by me in delivering the documents or withholding the same and otherwise dealing with the materials without your express agreement firstly had and got, which agreement you may deny per your complete discretion.

9. You will remain acting my handling agents until the whole consignment (which being at present decontrolled) is sold by you.

DATE:

PLACE:

WITNESSESS:-

1. SM & Sons

2. MS. & Co.