

AGREEMENT FOR THE SALE OF SILK ON CREDIT BASIS

Rs 50/- stamp Paper

This Agreement made entered into on this day of between The Karnataka Silk Marketing Board Limited, Mysugar Building, J.C Road, Bangalore – 560 002 or its branch Office, situated at and executed by the Branch Officer/Manager Marketing,/ General Manager, Marketing representing the Managing Director of the Company on the one party hereinafter called the seller and M/s. hereinafter called the purchaser of the other part. Whereby it has been agreed and declared between the parties hereto as follows:-

1. The expression of purchaser shall include the firm and its authorized partner's (in respect of partnership firm) heirs, executors, representatives and assigns.
2. The seller has agreed to trade with the purchaser the goods in which they are interested that is silk or any other allied products or bye products of silk.
3. The seller has agreed to supply the required silk to the extent of Rs () being the credit limit sanctioned and purchaser has agreed to effect the payment of such purchases on or before the due date agreed thereon.
4. It is hereby agreed that the purchaser will effect payment of the value of silk so purchased within 90 days from the date of purchase towards its value , commission and interest thereon as prescribed by the seller from time to time.
5. The purchaser hereby agrees to pay the interest on the principal at the rate specified by the company from time to time shall be payable by the purchaser. The purchaser agrees to pay penal interest at 5% over and above the normal rate of interest for the delayed payment.
6. It is mutually agreed that the interest will be charged first and the purchaser will clear the bill with interest while settling credit bill.
7. The goods once sold by the seller to the purchaser, cannot be taken back or exchanged.
8. The purchaser agrees to pay the transportation and handling charges for the silk so purchased from the place of business of the seller to his premises.

9. The purchaser hereby agrees that the seller shall have full liberty, without affecting any obligations under this agreement to vary any of the terms and conditions of this agreement and the purchaser shall not be relieved of his liability by reason of any such variations.
10. This agreement between the purchaser and the seller will be in force till the agreement is renewed or a fresh agreement is executed.
11. The seller will have the right to rescind the contract at any time by serving 8 days notice.
12. If the contract is to be rescinded, the purchaser shall be given a notice in writing and within 8 days of the receipt of such notice the purchaser shall clear all the outstanding dues to the seller without any demur.
13. (a) The Board is at the liberty to initiate Recovery Proceedings under the Karnataka Public Moneys (Recovery of dues) Act 1979, Indian Revenue Recovery Act irrespective of the place of transaction.

(b) The Board is at liberty to initiate Recovery Proceedings in the event of default of payments / dishonor of Hundis in the manner known to it without issuing any notice.

(c) Any dispute with regard to the sale will be subject to the Jurisdiction of Bangalore Courts and the Board is at liberty to initiate Recovery Proceedings under the Karnataka Public Money (recovery of Dues) Act, 1979, Indian Revenue Recovery Act irrespective of the place of transactions.

(d) The seller will have liberty to initiate recovery proceedings if the purchaser fails to pay dues within 15 days from the date of issue of notice or default or dishonor of Hundis without serving any further notice.
14. The purchaser will give his written requisition for all his required quality of silk from time to time and the same will be signed by himself or any of his authorized representatives. In case of partnership firm a particular partner will have to be authorized as a purchaser in the transactions to be entered into.
15. The purchase Invoice / and Delivery memo / will be signed by the purchaser himself or the authorized representatives of the partner, who so ever is authorized in this behalf, and this shall be conclusive evidence of delivery of goods by the seller.

16. In case of any dispute the legal costs incurred by the seller shall be borne by the purchaser and it will be recovered as outstanding dues from him.

17. The purchaser hereby agrees to offer the surety of a person of outstanding reputation in the local market who will be acceptable to the Managing Director of the Board.

General Manager(Marketing)
The Karnataka Silk Marketing Board Limited,
Bangalore.

Place :

Signature with seal of the purchaser.

Date:

Witness :

1. Name & address :