



தமிழ்நாடு தமிழ்நாடு TAMILNADU

4080
15/9/2020
Pon Pure Logistics Pvt. Ltd.
Chennai.
AGENCY AGREEMENT

5000 Road
S. JANSIKIRANE, CD 542458
L.No: 16/7000,
STAMP VENDOR,
MARUDUR, VILLUPURAM



M/s. PON PURE LOGISTICS PRIVATE LIMITED a company incorporate under Companies Act 1956 having its administrative office at No.1420, 2nd Floor, 13th Main Road, Anna Nagar, Chennai - 600 040, Tamil Nadu , represented by its Vice President, Sri. S.SURESH BABU (hereinafter called the "Principal ", which expression shall, unless it is repugnant to the context or meaning thereof include his respective legal heirs, successors, legal representative, executors, administrators and permitted assigns) of the First Part

AND

MR. SATISH. MVS/O MANI aged 28 years, RESIDING AT No: NO: 100 E /100 E RETTIYAR STREET, KUTTERIPATTU, VILLUPURAM, TAMIL NADU - 604302 AND having office AT No: NO: 54/32 C, MAILAM ROAD, TINDIVANAM, VILLUPURAM DISTRICT, TAMILNADU - 604302(hereinafter called the "Agent", which expression shall, unless it is repugnant to the context or meaning thereof include his respective legal heirs, successors, legal representative, executors, administrators, himself, his employers and permitted assigns) of the Second Part

WHEREAS the Principal is in the business of providing logistics services to its customers all over India.

WHEREAS Agent is in the business of contracting and otherwise brokering the transportation of goods and services for hire and for the general public on demand

WHEREAS Agent is an independent contractor, having secured and having in full force and effect, any and all licensing for purposes of operating as agents of principal pursuant to the applicable laws. Agent has to submit the copy of the license issued by the applicable authorities to Principal prior to accepting and/or bidding on any work referenced which is the subject matter herein;

AND WHEREAS The Principal after considering the aforesaid request has agreed to appoint **MR. SATISH. M** as its Agent at **TINDIVANAM** to store the parcels at the Go-down of Agent and to deliver/receive the parcels to/from the customers , on the terms and conditions hereinafter appearing.

1) Scope of the Agreement

(a) Agent hereby agrees to take Booking of consignment to deliver and / or forward to customers / person(s) in such lots from time to time as required through the data provided by the principal under three options i.e., Paid / To Pay / To Be Billed, available in the data provided.

(b) Agent shall store the parcels in the locations **TINDIVANAM** and the same will be deliver/receive to/from the customers based on the Bookings.

(c) Agent agrees to transport such consignments, otherwise agrees to pick up, transport, deliver and provide all such services as shall be required and satisfactorily performs all necessary deliveries.

(d) Agent, at its sole cost and expense, furnish all fuel, oil, tyres, cell phones, and other reasonable supplies required for the safe and efficient operation and

Maintenance of its motor vehicles and equipment required for the performance of its obligations hereunder.

(e) Agent specifically warrants and represents that all consignments tendered to it pursuant to the terms of this Agreement shall only be transported by Carrier on, or with equipment owned by Agent, and Agent shall not in any manner subcontract or otherwise tender to any third party for transportation of any consignments which it agrees to transport hereunder.

(f) Agent shall prepare the GCN based on the booking received. Consignments shall be transported / accepted only after finalizing the cost and invoice pertinent to consignment booked. Agent shall deposit the payments received towards consignment booked on the very next day of receipt of payments, without any changes whatsoever.

(g) Agent shall not mishandle the principals cash collected, outstanding credit amount and cheque.

(h) House Hold Articles / Motor Cycles / All other Return goods / Sales Return consignments has to booked under Paid bookings and payment should be received in cash mode as mandate.

- 2) Refundable security deposit of 10,000 (Ten Thousand only) has been received from agent against (Andhra Bank) Cheque no "000005" dated 03.09.2020. Further Interest will not be paid for the deposit, during closure of agency if any outstanding is there will be debited against deposit, until all dues are settled the deposit will not be refunded.
- 3) Agent agrees to provide proof of delivery by written documentation and as requested by the principal to properly memorialize the nature of the on demand delivery and the compensation and/or charges for the same.
- 4) Agent specifically acknowledges that violation of this section of this Agreement shall be considered a material breach of this Agreement, and in addition to other remedies conferred by this Agreement.
- 5) Agent specifically acknowledges that Principal shall have the right to offer to any other carriers and or messengers on demand delivery type services during the term of this Agreement at its sole discretion, to award such demand delivery type services to such other carriers and /or messengers which shall meet principals business needs
- 6) Agent specifically agrees to indemnify, hold harmless and defend principal from any and all claims, demands, damages, suits, losses, liabilities, and causes of actions arising directly or indirectly from, as a result of or in connection with, the actions of Agent and/or Agents employees, arising from the performance of its services. This shall include, but not be limited to, personal injury, death to any person, damage to any property and all other claims and payments for damages not otherwise enumerated herein.
- 7) Agent shall provide all delivery information and specifically pickup and/or delivery times and status, when requested by Principal. Agent acknowledges that its timely delivery of the services hereunder is of the essence and that Agent will be rated on their consistent compliance with this requirement. Agents all actives/service pertinent to booking of consignment and related activates will be monitored by principal. Poor rating /performance of Agent shall be considered a material breach of this Agreement, in addition to other remedies conferred by this Agreement.
- 8) Agent shall provide a readable copy (proof) thereof signed by the consignee at the point of delivery as proof of delivery of the consignment, on time, on schedule and in good order and condition. Carrier shall provide such proof to Alternative within twenty four (24) hours of any delivery.
- 9) Principal agrees to pay Agent commission as agreed upon and confirmed rate, which is marked as Annexure -1.
- 10) Principal shall pay Agent for each consignment properly delivered and without any incident pursuant to the terms of this Agreement, the commission as outlined herein and within thirty (30) days after receipt of an Invoice(s) from Agent.

- 11) Principal will arrange the insurance for undelivered consignments at Agents' go-down. Principal will recover Insurance premium from Agent's commission time to time.
- 12) Agent specifically acknowledges that it shall be solely responsible to secure its own workers compensation coverage or the like, if applicable and agrees not to make any claim whatsoever against principal and as such, agrees to indemnify, hold harmless and defend principal, for any such claims.
- 13) Agent undertakes not to book any rationed article and articles subject to permit without a proper permit issued by the Principal. It is further undertakes and confirm that the agent shall not book any Articles / Goods / consignments without proper invoice and declaration in the format as mandated by the law.
- 14) Agent shall use the software provided by the company and adhere the specifications provided time to time. Also Agents to adhere and follow the instructions and circulars of the Principal time to time.
- 15) Agent shall examine all consignments booked to and from the station and satisfy himself about the proper booking, packing conditions the nature of goods, the weight of the goods etc.....
 1. Agent hold himself solely responsible for:-
 - a. Consignments wrongly booked from station of Agent
 - b. Consignments wrongly delivered.
 - c. Loss of consignments booked, received, transhipment and lost when they are kept at Agent's station.
 - d. Consignments booked or delivered with short collection of freight charges or any other charges prescribed by principal.
 - e. Agent holds himself responsible for all other wrong acts. Agent undertakes to indemnify principal for loss that may be caused to principal and thereby and have all the claims that may arise there by settled and satisfied. For claim settled by principal for wrong acts done by Agent or his employers, Agent undertake to pay principal the same with interest at 12% per annum from the date of payment by principal. Agent also agrees to principal recovering from Agent commission all the amounts of short collections, claims etc., if principal deem it to do so.
- 16) The party to whom the consignments are addressed has to take delivery within 7 days from the date of its arrival at the destination, for the delay, if any, in taking the delivery, the Agent shall collect the demurrages ,if the consignments are stored at the place/ Go-down/premises owned or rented by the agent. In case the consignments are stored at place/ Go-down/premises, owned or rented by the company, the agent has to pay the demurrages for the delay to the company without any changes whatsoever. Agent agrees to return back the undelivered consignments to Chennai HUB under UPD section with proper GCN from through regular route cargo operated by the Principal.

- 17) The period of the agency is for TWO YEARS from the date of this Agreement. The Company is having the right to renew this Agreement subject to satisfactory performance of the Agent and Agency may be terminated at any time without notice.
- 18) Agent is hereby agreed to keep a Security Deposit as decided by the Principal after the completion of Six Months from the date of this agreement. Which will carry no interest.
- 19) Agent are responsible for all the amounts of collections made at station either by own or by any staff of the Agent shall arrange to remit the amounts to Principal's bank account, as per instructions of Principal.
- 20) It is agreed by the Agent that he/she shall collect and remit the payments as mentioned in the invoice / GCN without fail. Agent shall pay Rs. 500/- per day or interest @ 18% on the remittance amount whichever is higher for the delay, if any, in collection and remittance of payment to the Principal. In case of credit customers, interest @ 18% shall be applicable for the overdue, which is exceeded 30 days from the due date mentioned in the invoice. It is further agreed between the Agent and the Principal that if the overdue becomes bad debts, the same shall be collected /recovered from the Agent by the Principal with interest @ 18% without any changes whatsoever.
- 21) Agency agreement can be terminated by serving 30 days' notice by either party in the normal course of business. In case Principal find any abnormal or violation of the terms by the Agent, of this agreement have right to terminate with immediate effect. If Agency comes to end for whatever reason, Agent undertake to return the goods, records and other materials safely to principal, or their nominee without any loss or damage at the place as instructed by principal. Principal shall hold -liable to make good any loss occasioned due to any default. The ownership of the Goods / consignment which is the custody of Agent remains with principal.
- 22) The Agency agreement shall be effective from **04-Sep-2020** and shall remain in force for a period of two years if not terminated.
- 23) If there is any dispute in performing the above agreement the same shall be referred to the Arbitrator appointed by the principal. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, and the rules there under. The Arbitration venue shall be at Chennai. The Arbitration shall be conducted in English language.

24) This agreement is executed in TWO ORIGINALS. Each original is to be kept with Company and the Agent.

25) In case of any breach in duty or non-compliance from the agent in paying the outstanding, the company may give intimation to the agent for compliance of duty or to settle the outstanding payment, if any. In the event that no settlement is reached within thirty (30) days from the date of intimation by the company in respect of duty of agent or outstanding due to the company, in addition to all other remedies, the company may be entitled for remedies from a court against such breach of duty / non-payment of outstanding, further, entitled to claim Rs 30,000/- as a compensation from the agent.

IN WITNESS WHEREOF the above named parties put their signatures hereunto in token of assurance and affirmation of the terms and conditions mentioned above after understanding the contents of this Agreement in presence of following witnesses:

Principal

(Name and Signature)

Agent

(Name and Signature)

Sathish Mavi
[SATHISH MAVI]

WITNESSES:WITNESSES:

1.Name _____

Address _____

Signature _____

1.Name KANAGARAJ

Address 560 BAJANA

ADWILE ST MADURAI

Signature *[Signature]*

2.Name _____

Address _____

Signature _____

2.Name M. VELMURUGAN

Address NO. 100E MAILAM ROAD,

KUTTERSIPATI, TVM

Signature [Signature]