

AGREEMENT

This Agreement made on this the (Date) by and between (Name of the organization) a Private Limited Company, incorporated under the Indian Companies Act and having its Registered Office at (address of the registered office), represented by its (Name & designation of the signatory), (herein after referred to as the Seller) on one part and,

(address of the company) represented by its (Name & designation of the signatory), (hereinafter referred to as the Purchaser) on the other part.

Whereas the seller has made arrangements to procure Field Latex from Societies / Collection centres coming under the jurisdiction of Rubber Board Regional Office, Thrissur (herein after referred to as RPS/ Centres)

Whereas the Purchaser had expressed its desire to purchase Field Latex from the Rubber Producers Societies and Centres as pointed out by the Seller

Whereas the Purchaser and Seller have discussed and agreed upon the terms and conditions upon which the Seller shall sell and Purchaser shall purchase the Field Latex

Whereas the Purchaser and Seller consider it necessary in the best interest of the parties hereto to reduce such terms and conditions to writing on proper Stamp paper worth Rs 50/-.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Seller shall sell the Field Latex procured from RPS/Centres identified by them and the purchaser shall purchase the Field Latex from the RPS / Centres pointed out by the Seller.
2. Required quantities of Empty barrels, Liquor Ammonia & Chemicals will be periodically supplied by the Purchaser at the RPS / Collection Centres to facilitate collection, proper storing and preservation of Field

Latex. The Seller has to preserve the Latex by applying proper quantity of Ammonia & Chemicals.

3. The Purchaser shall take delivery of the preserved Ammoniated Latex from the collection centres of the RPS's as mutually agreed between the purchaser and the seller.
4. The purchaser agrees to transport Field Latex to their processing centre on their transport documents. The Purchaser shall also acknowledge receipt of latex purchased to the seller for the quantity collected every time.
5. For the purpose of assessing The Dry Rubber Content (DRC) of the preserved Field Latex, four representative samples shall be drawn from the lot from each centre / RPS at the time of lifting. Two Such samples shall be sealed and treated as reference samples, the Purchaser and the Seller shall each be entitled to one sample each and reference shall be retained by the Seller/Purchaser. The Purchaser and the Seller shall check the DRC arrived at. On verification of the purchase Statement prepared by the seller, if any difference is noticed, sealed reference samples shall be sent to the Rubber Board by the Seller/Purchaser for analysis. Result from the Rubber Board shall be final and binding on both the parties.
6. The Seller agrees to maintain the VFA level of the preserved field latex at the minimum possible level & in no case exceeding 0.20(zero point two zero only) and if at the time of the inspection by the Purchaser any barrel is found to contain latex level of 0.20, the same can be rejected by the purchaser. If pre coagulation of latex is noticed before taking delivery of latex , the reconditioning charge / cost of barrel will be paid by the Seller to the Purchaser @ Rs.150/- or Rs.600/- respectively and the purchaser shall pay the cost of scrap rubber for the DRC of the coagulam. In such an event the scrap value will be determined as the price indicated in newspaper Malayala Manorama Daily on the basis of 80 % Dry scrap value less Rs.3/-for the period concerned.
7. On lifting the latex from the collection centres , the purchaser shall make an advance payment within a week from the date of lifting. The advance shall not be less than 75 % of the value of latex lifted. The payment will be made by the purchaser by the way of cheque/ DD /RTGS payable at Trichur.
8. Loading and unloading will be borne by the seller.

9. VAT & Cess as applicable on such a sale of Field Latex by the Seller shall be paid to the Government by the Seller and sale bills will be issued to the purchaser. If the Seller does not hold a TIN Number, the Purchaser shall pay the VAT. The Seller shall also issue anypapers required by the Sales Tax authorities.
10. The price payable to the purchaser for the latex purchased shall be fixed on the following basis.
 - a. Price for the purchase of field latex will be on the basis of the monthly average Centrifuged latex price minus processing charge for producing which ranges from Rs.22/- to 26/- depending on the capacity utilization and price.
 - b. The pricing formula for each will be confirmed after mutual discussions on or before 05th day each month.
 - c. Settlement for each month will be made not later than 10th of succeeding month by the Purchaser by the way of cheque/ DD/RTGS payable at Thrissur in favour of the Seller. Bank charges if any will be borne by the purchaser.
 - d. If however payments are not received for a particular month by the Seller from the Purchaser even by the last day of the succeeding month, interest at the rate of 12.25% will be paid by the Purchaser to the Seller for such outstanding payments.
11. The agreement shall be in force till any of the party cancels the agreement. This agreement can be cancelled by either party by giving 30 days advance notice in writing to the other party.
12. The original of this agreement will be kept with Vallathol Rubbers Pvt. Ltd. and the attested photocopy of the same will be kept with Harrisons Malayalam Ltd.

IN WITNESS WHEREOF the parties above mentioned hereby sign this agreement in duplicate the day and year first written in the presence of the following witnesses:

Managing Director
Vallathol Rubbers Pvt. Ltd.

Senior Manager, Dev.(Rubber)
Harrisons Malayalam Ltd.

Witnesses:

1.

2.