**APPOINTMENT OF TRAVELLING SALESMAN FOR SELLING BOOKS**

 THIS AGREEMENT made at……………..on this……………..day of ……………20……… between …………………………. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at ......... hereinafter referred to as "the Employer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and Shri A son of Shri……………resident of..............hereinafter referred to as "the sales representative" of the OTHER PART.

WHEREAS

(1) The employer is a reputed law publisher and bookseller of India and wanted to employ few representatives for selling the books, collecting the sale proceeds and furthering its business interest and for that purpose published advertisements in newspapers for the appointment of sales representatives.

(2) The sales representative applied to the employer and the employer found him suitable for the post of sales representative and decided to employ him as sales representative on the following terms and conditions.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

(1)The employer appoints Shri……………..as sales representative for a period of 2 years for canvassing, selling the books published by it, collecting the sale proceeds from the retail booksellers and to look after the interest of the employer in the area of ..........

(2) The sales representative shall canvass the books published by the employer and for that purpose approach law professors, advocates, retail booksellers, librarians and book orders of the employer's books on the order forms supplied by the employer for the purpose. The sales representative shall get the order signed in triplicate and shall deliver one copy to the purchaser, and send one copy to employer immediately and retain one copy with him.

(3) The sales representative shall book orders in accordance with the terms and conditions fixed by the employer from time to time.

(4) The sales representative shall collect the sale proceeds on behalf of the employer from the retail booksellers, libraries, purchasers either in cash, crossed cheques or demand drafts made payable to the employer. The sales representative shall issue a receipt on the printed receipt book supplied by the employer for the purpose and shall remit all cash, cheques or demand drafts to the employer received by him.

(5) The sales representative shall work conscientiously and energetically for the promotion, popularisation and sale of the employer's books and shall not during the subsistence of this agreement, work directly or indirectly for any other person.

(6) The sales representative shall keep account of the books sold by him and amount received by him. The sales representative shall remit the amount received by him every week and shall also forward the detailed account along with the remittance.

(7) The employer shall pay a monthly remuneration of Rs ……………..to the sales representative, which shall be paid on the tenth day of each month. The employer shall also pay to sales representative a commission of……………..% on all orders secured by him, which have been executed or complied with by the employer, such execution or compliance being in the absolute discretion of the employer. The sales representative shall be entitled to the commission after the payment of the books from the purchaser is received and the commission shall be payable on the tenth day of each month. The statement of account signed by the employer's accountant showing the sales, remuneration and commission payable to the sales representative shall be final and the sales representative shall not have the right to inspect the employer's books of account. The sales representative shall not be entitled to any commission on the orders, which have been subsequently cancelled by the purchasers or which have not been executed by the employer. The sales representative shall also be entitled to reimbursement of travelling expenses incurred by him in connection with booking orders in his allotted area.

(8) The sales representative shall not be the employee of the employer and as such he shall not be entitled to any other allowance or benefits payable to the, employees under any law in force and he shall not claim any other allowance or benefit from the employer during and after the termination of this agreement.

(9) The sales representative shall furnish to the employer daily report of the business secured, work done, the persons approached and canvassed. He shall also intimate to the employer the reaction of the book users about the quality of the books, books published by other publishers, which are on the same subjects and competing with the books published by the employer, suggestions for the new topics for publication of the books by the employer.

(10) The employer may terminate this agreement at any time without giving the sales representative any notice, in case the sales representative omits to comply with the obligations imposed upon him under this agreement. Either of the parties may determine this agreement at any time by giving to the other party one month's previous notice in writing.

(11) On the termination of this agreement, the sales representative shall return all books, order books, receipt books and other material supplied by the employer.

(12) In the event of any dispute arising out of or in relation to this agreement, the same shall be referred to the arbitration and final decision of an arbitrator to be agreed upon and appointed by the concerned parties or in case of disagreement as to the appointment of a single arbitrator to the appointment of two arbitrators, one to be appointed by each party and if there are two arbitrators, they shall before taking upon themselves the burden of reference appoint a third arbitrator who shall act as Presiding Arbitrator . This submission to the arbitrators shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties.

(13) This agreement shall be executed in duplicate, the original to be retained by the employer and the duplicate by the sales representative. The stamp duty on this agreement and its duplicate

Shall be shared equally.

IN WITNESS WHEREOF the employer has caused its common seal to be affixed to these presents and a duplicate hereof and the sales representative has signed these presents on the day, month and year first hereinabove written.

WITNESSES The common seal of Bharat Law House Pvt. Ltd. was

1. 1                     affixed hereunto pursuant to the Resolution of its Board of Directors passed on day of ……………..
2. 2                     20……in the presence of Shri……………..a director of the company who has signed in token thereof

 Signed and delivered by A