

## Appointment of a Consultant

THIS AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 200  
BETWEEN RONAK IMPEX PVT. LTD., a company incorporated under the Companies Act,  
1956, having its registered office at \_\_\_\_\_, hereinafter  
referred to as "THE COMPANY" of the ONE PART; AND \_\_\_\_\_, of \_\_\_\_\_,  
Indian Inhabitant, residing at \_\_\_\_\_ hereinafter referred  
to as "THE EXECUTIVE CONSULTANT" of the OTHER PART;

### WHEREAS:

- (a) The Company *inter alia* is acting as the agents for distribution of \_\_\_\_\_ and various other products of different manufacturers like \_\_\_\_\_ and various other manufacturers (hereinafter referred as "**the principals**" of the Company);
- (b) The Company requires a technically qualified person for providing technical services to its customers and dealers in respect of consumption of their products and for dealing with them on behalf of the Company; and
- (c) The Executive Consultant being a technically qualified person, the Company has agreed to engage his services to provide and the Executive Consultant has agreed to provide services as set out on the terms and conditions and for the duration mentioned hereinafter.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:—

1. The Company hereby engages the Executive Consultant to provide and the Executive Consultant shall provide technical services in respect of the products being distributed by the Company for the minimum fixed period of **three years** commencing from \_\_\_\_\_. The said period may be extended for such further period upon such terms as may mutually be agreed upon hereafter.
2. **The Executive Consultant shall render services as under:—**
  - (a) To provide technical data, explanations and advice to the Company and its customers and their representatives in respect of the goods of the Company's Principals and in which goods the Company shall deal from time to time;
  - (b) To render all assistance for sales promotion of such goods;
  - (c) To assist and suggest in removing technical defects in such goods and customers, complaints;
  - (d) To supply all advice and assistance within his power in any matter relating to the Company or its business or administration as and when required by the Company;
  - (e) To provide necessary training to Company's technical as also commercial staff.
3. The engagement of the Executive Consultant **shall be contractual employment and full time employment** during the contracted period.
4. **In consideration of the services** to be rendered by the Consultant, the Company agrees to pay to the Executive Consultant as his annual consolidated remuneration as under:—
  - (a) For the whole of the first year a consolidated sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

(b) For the whole of the second year a consolidated sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_) and

(c) For the whole of the third year a consolidated sum of Rs. \_\_\_\_\_/- (Rupees  
\_\_\_\_\_ only)

The aforesaid amount shall be inclusive of all perquisites and allowances and no separate claim for any salary, bonus, Provident Fund or any other allowance shall be made. The aforesaid consolidated amount shall be divided in 12 equal monthly installments and will be paid every month accordingly after deduction of tax (TDS), as may be applicable in law. Though the payment agreed is consolidated for a year, the payment shall be considered and made for the actual months for which services are rendered. In addition to the above, travelling expenses and conveyance charges of the Consultant shall be payable extra on actual basis. Executive Consultant shall pay his Income-tax on the remuneration received by him.

5. The Executive Consultant **shall work exclusively for the company** and render his services and technical know-how exclusively for the company on the basis of full time engagement. It is expressly agreed that during the contracted period he shall not provide any kind of services to any other person.
6. The Company is having its branches all over India. The Executive Consultant is initially required to render his services from Company's Office at \_\_\_\_\_. The Executive Consultant will make his own arrangement for his stay including lodging and boarding at \_\_\_\_\_ at his own cost. If the Consultant is required by the Company to visit other places or cities in India on Company's work and/or in connection with the business of the Company, he will be paid his actual travelling and lodging and boarding expenses on the basis of actual. No additional remuneration will be paid or claimed for such services rendered outside \_\_\_\_\_.
7. The services of the Executive Consultant are transferable in any part of the country as may be desired by the Company and the Executive Consultant agrees to accept such transfer to any place outside \_\_\_\_\_ and/or from the place to another without any demur.
8. **The Executive Consultant shall:—**
  - (a) Carry out his duties honestly, sincerely, diligently and to the best of his ability and do everything within his power to safeguard the interest of the Company and will devote his whole working time to the Company.
  - (b) The services hereunder shall be performed for the Company, its subsidiaries and all associated concerns with which the Directors of the Company or their family members are connected.
  - (c) Will carry out all directions or instructions received by him from the Company.
  - (d) Will not divulge or disclose to anybody the business secrets of the Company or the technical data or know-how of the products and other information in respect thereof, not only during his services but even after he ceases to be in the service of the Company.
  - (e) Will not, if and when he ceases to be in the service of the Company** either on expiry of the term or for any other reason, accept any employment with any other employer (including any of the principals of the Company) or directly or indirectly render services to persons carrying on similar business as

that of the Company at least for a minimum period of three years from the time he ceases to be an employee of the Company.

- (f) Will attend the office on every working day during office working hours of the Company.
  - (g) Will not directly or indirectly communicate or deal with any principals of the Company except on behalf of the Company and in the name of and as directed by the Company; and
  - (h) Will from time to time update himself in his field with the latest technical know-how and the market strategy.
9. Notwithstanding anything herein provided, the Company will be entitled **to cancel this agreement and terminate the services of the Executive Consultant** by giving three months prior notice of writing or on payment of three months remuneration in lieu of notice, if (i) the Company is not satisfied with his work or (ii) is found guilty of misconduct. In this respect the decision of the Company will be final and conclusive. **Provided, however,** that in case of misconduct the Executive Consultant will be given an opportunity to explain his conduct before any such termination. It is clarified that the restrictions imposed on the Executive Consultant under this agreement after he ceases to be in the employment of the Company, shall be applicable to him even if his services are terminated by the Company as provided above. The Executive Consultant shall upon termination of this agreement deliver up to the Company all correspondence, documents and property of the Company in his possession or control.
10. If the Executive Consultant shall resign from his services before the expiration of the contracted period or any extended period thereof, he will be liable to pay to the Company a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as **liquidated damages**. If at any time hereinafter, the Executive Consultant is sent abroad for training by the Company, the aforesaid amount of liquidated damages shall stand increased as may be mutually decided.
11. In case of any dispute touching this contract, the Courts at \_\_\_\_\_ alone will have jurisdiction.

IN WITNESS WHEREOF the parties have executed these presents on the day and year first hereinabove written.

THE COMMON SEAL OF the )  
M/S. RONAK IMPEX PVT. LTD., )  
THE COMPANY above named )  
is hereunto affixed pursuant to the )  
resolution of its Board of Directors )  
passed in that behalf, on the \_\_\_\_\_ )  
day of \_\_\_\_\_ 200\_\_\_\_ )  
in the presence of (1)\_\_\_\_\_, )  
Managing Director and )  
(2) \_\_\_\_\_, Director )

and in the presence of:— )

SIGNED AND DELIVERED )

By THE EXECUTIVE CONSULTANT )

Above named in the presence of ..... )