

## Chashmamarket Seller Agreement

This agreement is made in .....on this .....of .....20...  
between M/s.....having business address at  
..... and Registered office at  
..... (hereinafter referred to as "Seller" which  
expression shall, unless it be repugnant to the meaning or context thereof, mean and include,  
heirs, executors, administrators, successors in title, and permitted assigns) of the FIRST PART;  
AND

Vrtechsys Solutions Pvt. Ltd, a company(Chashmamarket.com) incorporated under the Indian  
Companies Act, 1956 having its registered office address at Software Technology Park of  
India S.S.Sarni, Bidhannagar, Durgapur-713212 West Bengal, India (hereinafter called as  
"Company") which expression shall unless it be repugnant to the context or meaning thereof  
shall mean and include its successors and assigns) of the SECOND PART.

WHEREAS, the Seller has conceptualized a website, and desires to sell his product in this  
website, who can expand his business all over.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth the Seller and the  
Company hereto (each individually a "Party" and collectively the "Parties") agree as follows:

### 1. WEBSITE SERVICES.

The Website helps to reach customers at Seller shops for the product.

### 2. PAYMENTS.

#### 2.1. Fees

The Seller shall pay the Company in their given advertising format by choosing subscription  
plan

FEATURE	BASIC	PROFESSIONAL
- List your products	Product: 5	Product: Unlimited
- Start taking	Validity: 30 Days	Validity: 90 Days
orders	Cost: Rs.1500	Cost: Rs.4000

### **2.3. Invoicing**

The Seller has to open an account at chasmamarket.com. The Company shall provide an invoice (All Data) to the Seller within a few minutes in his account. The Seller is also able to see his listed product. The Seller can update and delete whatever he has in his profile.

### **3. TERM AND TERMINATION.**

This Agreement having Two years validity from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties, as described herein, But the Company may terminate this Agreement for any reason with seven (7) days notice to the Seller. Upon such notice of termination, the Company will provide an invoice to the Seller outlining all costs incurred to the point of such notice. Such costs shall be due and payable upon termination. The Company may withhold any deliverables pursuant to the Services until such payment is made in full.

### **4. PROVIDE CUSTOMER TO THE SELLER (PROCESS).**

The website shall post all listed products and start taking orders pursuant to the services. The website provides to the customer his nearest seller's store and helps to reach customers at Seller shops for the product.

The customer gets If any Seller product will not be shown in the website then Seller will contact the company directly or mail to the company.

### **5. CHANGE IN SPECIFICATIONS.**

The Seller may request that changes be made to the specifications, or other aspects of the Agreement and tasks associated thereto.

### **6. PROPRIETARY RIGHTS.**

The Seller shall be the owner of all right, title, and interest in any product in the Website and the Services shall be deemed a Work Made For Hire in accordance with the Copyright Act, as amended from time to time. The Company acknowledges and agrees that the Website will contain valuable proprietary rights and disclaims all rights in such rights. The Company hereby assigns to the Seller without further compensation all of its right, title, and interest in the Website and any and all related product rights thereto.

### **7. INTELLECTUAL PROPERTY WARRANTY (SELLER PRODUCT).**

The Company warrants and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services. The Seller warrants and represents that any content provided to the Company to facilitate the performance of the Services shall not violate the intellectual property rights of any third party and shall indemnify the Company against any claim that results from the provision of such allegedly infringing content.

**8. JURISDICTION AND VENUE.**

This Agreement shall be construed with and governed by the substantive laws of the State of [State]. Should any claim or controversy arise between the Parties under the terms of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [County] County, [State], and said state and federal courts for the State of [State] shall be the only appropriate jurisdiction and venue for such claim or controversy.

**9. NO WAIVER OR MODIFICATION.**

No obligation in this Agreement shall be deemed waived, nor shall any term be modified without a consent to such waiver or change signed by both Parties.

**IN WITNESS WHEREOF** the parties have caused this Seller Agreement to be executed and delivered by their duly authorized representatives.

[SELLER NAME]

\_\_\_\_\_ / /

[NAME], [TITLE] DATE

[COMPANY NAME]

\_\_\_\_\_ / /

[NAME], [TITLE] DATE

[WITNESS NAME]

\_\_\_\_\_ / /

[NAME], [TITLE] DATE