**AGREEMENT TO REFER CASE TO COURT**

AGREEMENT TO SUPPLY GOODS AS PER SAMPLE THIS AGREEMENT is made this \_\_\_\_\_\_\_\_\_\_\_\_ day of May in the year 20 \_\_\_\_\_,

BETWEEN ……………………………………..……….,

aged about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. years,

son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called ‘‘the Seller’’) of the one part

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ltd., a company incorporated under the ……………………………………………………………… with its registered office at \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘‘the Purchasers’’) of the other part,

AND WITNESSETH as under:

That the Seller shall supply to the Purchaser …………………………………………… quintals of pure white cotton of the variety known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ according to the sample sealed by the parties and kept with the parties for reference in future in case of need.

2. That the total quantity of cotton shall be supplied within ………………. months from the date hereof.

3. That the Purchaser shall pay for each instalment of cotton received, its full price within ….week of receipt, after the same has been received by and checked for quality by Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Purchaser Mills. In case the said Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘‘the Arbitrator’’) after checking the cotton rejects it as below standard or not of the variety contracted, then no price shall be paid by the Purchasers, whether the same has been forthwith removed by the Seller from the custody of the said Shri \_\_\_\_\_\_\_\_\_\_\_\_ or not. In case the cotton after rejection is not removed within two days after having been rejected, the Mills shall have the option to auction it at the risk and cost of the Seller without any reference to the Seller and shall deduct the cost of the auction and storage charges at Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per quintal per day and make available the balance of the sale price to the Seller.

4. That the parties hereto shall accept the decision of the said Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Purchaser Mills in regard to the quality and standard of the cotton as final and binding.

5. That the period of two months fixed for the supply of the entire quantity (not including any quantity rejected) shall be considered as of the essence of the contract and if the Seller fails to adhere to this condition, the Purchasers shall have the right to repudiate the contract and purchase the quantity not supplied from any person, party or firm at such price as may then be ruling and claim from the Seller the expenses and loss incurred or suffered by the Purchasers in so buying.

IN WITNESS whereof the above-named parties have respectively set their hands, Shri \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

himself acting for the Seller and Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

the Manager Director acting for the Purchaser and sealing the contract with the seal of the Company the day and the year first above-written. Sd. \_\_\_\_\_\_\_\_\_\_\_\_ Seller.

Witnesses: Sd. \_\_\_\_\_\_\_\_\_\_\_\_

The\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Ltd., 1. Managing Director. 2. Common Seal of Purchaser. the Company