



ShopInKarts

SELLER PARTNER AGREEMENT

PRESENTED BY
**MANUDHA FASHION
PVT. LTD.**

2025-26



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ABOUT US

Shopinkarts is a smart supply chain and inventory management company built to serve marketplace and retail sellers across India. We specialize in providing on-demand, ready-to-sell inventory for lifestyle goods, enabling sellers to scale their businesses without capital blockage, inventory overload, or operational inefficiencies.

Our core strength lies in structured sourcing, disciplined inventory rotation, and data-driven fulfillment systems designed specifically for high-volume e-commerce and retail ecosystems.

Shopinkarts operates as a backend growth enabler—ensuring that sellers focus on sales and expansion, while we manage inventory flow, supply continuity, and operational stability.

OUR MISSION

To simplify and optimize supply chains for marketplace and retail sellers by delivering reliable inventory, disciplined operations, and predictable profitability, enabling sellers to scale without operational stress.

OUR VISION

To become India's most trusted supply chain backbone for lifestyle commerce—powering millions of sellers with efficient inventory systems, faster capital cycles, and sustainable business growth.

www.shopinkarts.com



AGREEMENT

Between

Manudha Fashion Pvt. Ltd. (Brand named as Shopinkarts)

Reg. Address: B-340 Indera Verma Colony, Shastri Nagar, Jaipur

And

Marketplace Seller (Client)

1. PARTIES TO THE AGREEMENT

This **Seller Partner Agreement** ("Agreement") is executed on this _____ 20____, by and between:

Manudha Fashion Pvt. Ltd. (Brand named as Shopinkarts), a company incorporated under the Companies Act, 2013, represented by its Director, **Mr. Anubhav Singh**, hereinafter referred to as "**Shopinkarts**",

AND

_____, an individual / registered business entity operating as a marketplace seller on platforms such as Meesho, Flipkart, Amazon, Ajo, etc., hereinafter referred to as the "**Seller**" or "**Client.**"

Both parties shall collectively be referred to as "**Parties.**"

2. PURPOSE OF THIS AGREEMENT

This Agreement defines the working structure, expectations, responsibilities, and financial commitments under which Shopinkarts will manage the Seller's marketplace operations, including:

- Inventory supply & rotation
- Business strategy & operational management
- Listing optimization, pricing, and dispatch control
- KPI monitoring to ensure **guaranteed monthly ROI of 8-12%** (after 90 days of onboarding)

3. SCOPE OF SERVICES

Under this Seller Partner Program, Shopinkarts shall:

Shopinkarts Responsibilities:

1. Manage and optimize the Seller's marketplace accounts.
2. Handle complete operational flow, including:
 - Listing optimization
 - Pricing management
 - Inventory planning
 - Strategic dispatch planning
 - KPI monitoring
3. Maintain marketplace penalty control, return cycle control, and liquidity flow.
4. Guarantee 8–12% monthly ROI on Seller's committed budget after 90 days of onboarding.
5. Provide weekly, monthly, and quarterly performance reports.
6. Execute all SOPs and KPIs as defined under Annexure 1.

Seller Responsibilities:

1. Maintain a committed working budget always available in the form of:
 - Cash in bank
 - Marketplace upcoming payments (Meesho, Flipkart, etc.)
 - Available inventory
2. Make timely payments for inventory purchases via the Shopinkarts App.
3. Provide timely dispatch to marketplace logistics partners.
4. Maintain transparency regarding any returns, payments, or account alerts.
5. Not engage in conflicting activities without prior notice to Shopinkarts.

Both Parties acknowledge that adherence to the defined roles and responsibilities is essential for the effective execution of this Agreement. In case either Party fails to comply with their respective obligations, the defaulting Party shall be issued up to three (3) written warnings for corrective action. Failure to rectify the breach after such warnings may lead to termination of this Agreement, subject to settlement of applicable dues and obligations as per the terms herein.

4. FEES & CHARGES

The Seller shall pay a **fixed monthly service fee** based on the committed budget:

Seller Budget Size

Monthly Fee

Below ₹5,00,000 | ₹2,999/-

₹5,00,000 – ₹12,00,000 | ₹5,999/-

Above ₹12,00,000 | Customized charges (to be mutually decided)

Notes:

- Fees are payable monthly in advance.
- Fees are non-refundable under all circumstances.

5. ROI GUARANTEE (8–12% Monthly)

Shopinkarts guarantees the Seller a **minimum of 8% monthly ROI** on the Seller's committed budget **after the initial 90-day setup period**.

Failure Protection Clause

If, after the 90-day setup period:

- Seller's ROI < 8% **in a financial year**,
- Shopinkarts shall compensate the Seller for the **difference** to ensure the Seller receives a minimum annualized ROI equivalent to 8% monthly.

Example:

Seller's committed budget = ₹5,00,000

Guaranteed ROI = 8% per month = ₹40,000/month

Guaranteed annual ROI (12 months) = ₹4,80,000

If Seller receives only ₹4,20,000 in that year — Shopinkarts must pay the remaining **₹60,000** after the financial year.

Payout Schedule

- Any compensation payable to the Seller **will only be disbursed once per year**,
- **Within 60 days after the financial year closing (i.e., post 31st March)**.

6. Account Setup & Analysis Period

For the initial period of **three (3) months** from the date of onboarding, Shopinkarts shall conduct a detailed analysis, optimization, and setup of the Seller's marketplace account to establish:

- Consistent sales order flow.
- Regular financial disbursement cycles.
- Predictable and sustainable profitability.

7. Financial Terms, Payment Obligations & Budget Structure

- **Payment at Order Placement:** All payments for inventory purchases must be made **at the time of placing the order**. No inventory shall be processed or dispatched unless payment is received in full.
- **Payment Schedule & Approved Channels:** All payments for inventory and services availed under this Agreement shall be made strictly as per the agreed schedule and only through Shopinkarts' official bank account or approved digital payment channels.
- **Outstanding Dues & Service Suspension:** In the event that any payment or dues remain unpaid beyond **seven (7) working days**, Shopinkarts reserves the right to temporarily suspend services, inventory dispatches, and operational support until such dues are cleared.
- **Committed Budget Maintenance:** The Seller shall, at all times, maintain the committed business budget in one or more of the following forms:

- Cash available in bank account
 - Outstanding receivables from marketplace platforms
 - Available inventory stock
- **Minimum Budget Threshold:** At no point during the term of this Agreement shall the Seller's active budget fall below the committed amount, as continuous liquidity is essential for uninterrupted operations and maintenance of agreed performance outcomes.

8. Returns & Defect Policy

1. All courier and customer returns must be reported weekly.
2. Returned products in saleable condition may be reused for future dispatches.
3. Defective items identified and verified by Shopinkarts shall be refundable or replaceable as per Shopinkarts' defect policy.

9. Dead Stock & Fund Blockage

1. Inventory unsold or inactive for more than **45 days** on marketplaces shall be classified as **Dead Stock**.
2. Such stock must be returned to Shopinkarts or adjusted in subsequent dispatches to maintain cashflow rotation.
3. Shopinkarts and the Seller shall ensure that:
 - **Inventory blockage** never exceeds **one-third (1/3)** of the Seller's budget.
 - **Marketplace fund blockage** never exceeds **one-half (1/2)** of the Seller's budget.

10. Termination, Non-Compete & Non-Solicitation

Either Party may terminate this Agreement by providing **thirty (30) days' prior written notice** to the other Party.

In the event of a material breach or failure to comply with the roles, responsibilities, or obligations set forth herein, the non-defaulting Party may issue written notices for corrective action. If such breach remains unrectified after **three (3) written warnings**, this Agreement may be terminated with immediate effect.

Upon termination or expiry of this Agreement:

- **Non-Compete:** The Seller agrees that, for a period of **twelve (12) months** from the date of termination, they shall not directly or indirectly engage with or appoint any third party using Shopinkarts' proprietary processes, pricing structures, inventory models, or operational frameworks for the same or substantially similar scope of services.
- **Non-Solicitation:** Neither Party shall, during the term of this Agreement and for **twelve (12) months** thereafter, directly or indirectly solicit, induce, or attempt to influence the employees, vendors, logistics partners, or business associates of the other Party for competing or conflicting business purposes.
- **Settlement of Obligations:** All outstanding payments, inventory reconciliation, and operational handovers shall be completed within the timelines specified under this Agreement, and all confidentiality obligations shall continue to remain in force.

11. Confidentiality

Both Parties agree to maintain strict confidentiality of all non-public, proprietary, or sensitive information shared during the course of this Agreement, including but not limited to business data, pricing, operational processes, financial details, marketplace credentials, and customer information. Such information shall not be disclosed to any third party without prior written consent, except where disclosure is required by law. This confidentiality obligation shall survive the termination or expiry of this Agreement.

12. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the **laws of India**. Any dispute, difference, or claim arising out of or in connection with this Agreement shall be subject to the **exclusive jurisdiction of the competent courts located in Jaipur, Rajasthan, India**.

13. Validity & Continuity

This Agreement shall come into effect from the date of execution and shall remain valid and binding upon the Parties unless terminated in accordance with the termination provisions set forth herein. All obligations which by their nature are intended to survive termination, including but not limited to confidentiality, non-compete, non-solicitation, and settlement of dues, shall continue to remain in full force and effect.

Signed and Accepted by:

For **Shopinkarts**

Name: _____

Designation _____

Signature: _____

Date _____

For **Seller/Client**

Name: _____

Designation _____

Signature: _____

Date _____

1. Objective

This annexure defines the standard working, operational, and profitability compliance guidelines for all sellers partnered with **Shopinkarts**. It ensures disciplined financial flow, continuous sales activity, and sustainable monthly profitability for both parties.

2. General Business Guidelines

1. Budget Finalization

- The Seller's business budget must be finalized **on the day of onboarding**.
- All operational activities, order flow, and scalability will be structured around this committed budget.

2. Order Placement & Payment

- Sellers may place orders on the **Shopinkarts App** anytime based on marketplace demand.
- **Full payment** for the ordered inventory must be made **at the time of placing the order**.
- Once payment is received, **Shopinkarts will process and dispatch the order on the same day** (if placed before 3:00 PM; orders after 3:00 PM will be dispatched next working day).

3. Inventory & Dispatch Management

- All dispatched inventory will be pre-verified, quality-checked, and marketplace-ready (barcoded and packed).
- Shopinkarts will maintain consistent supply based on marketplace trends and seller order history.
- **Defective or damaged pieces** must be reported within **7 days** of receipt and returned with the next cycle.

4. Return & Replacement Handling

- Combined **Courier + Customer Return Ratio** must remain **below 30%** of total dispatched orders.
- Returns exceeding this ratio may impact profitability and account health.
- Reusable inventory from returns shall be adjusted toward future orders to avoid additional cost.

5. Dead Stock Control

- Any product unsold for more than **45 days** (if not in return cycle) will be deemed **dead stock**.
- Dead stock must be returned to Shopinkarts immediately to prevent working capital blockage.

6. Cashflow & Blockage Control

- **Inventory blockage** (purchased + returned) shall not exceed **1/3rd** of total budget
- **Marketplace cash blockage** (pending payment disbursal) shall not exceed **1/2** of total budget.
- Shopinkarts will continuously monitor these metrics to keep the seller's fund flow healthy.

7. Profitability Commitment

- Shopinkarts guarantees a **monthly profit return ratio of 8–12%** on the Seller's committed business budget, provided all compliance and operational guidelines are followed.

3. Operational Workflow

Stage	Action	Responsibility	Timeline
1	Order Placement	Seller	Anytime (via Shopinkarts App)
2	Payment Confirmation	Seller → Shopinkarts	Instant / Same day
3	Order Processing & Dispatch	Shopinkarts	Same day (if before 3 PM)
4	Marketplace Delivery & Order Completion	Seller / Marketplace Logistics	As per platform SLA
5	Return & Replacement Handling	Seller → Shopinkarts	Weekly (Monday or Friday)
6	Payment Disbursement from Marketplace	Marketplace → Seller	Within 15 days of dispatch
7	Weekly Performance Report	Shopinkarts	Every Monday
8	Monthly Profitability & Compliance Review	Shopinkarts + Seller	5th–10th of each month

4. Reporting Schedule

Report Type	Prepared By	Frequency	Includes
Weekly Sales Summary	Shopinkarts	Every Monday	Orders, returns, stock in/out
Marketplace Payment Report	Seller / Shopinkarts	Weekly	Disbursed, pending, blocked funds
Monthly Profitability Report	Shopinkarts	5th–10th each month	Total revenue, returns, net profit
Quarterly Business Review	Joint	Every 3 months	Scaling plan, product optimization

5. Profitability Compliance & Risk Control

Parameter	Guideline	Target
Courier + Customer Return %	Keep under control	≤ 30%
Marketplace Cash Blockage	Pending payout vs budget	≤ 50%
Inventory Blockage	Stock + returns vs budget	≤ 33%
Payment Discipline	Pay on order placement	100% timely
Order Flow	Maintain consistent daily sales	No >3-day gap
Dead Stock	Inventory older than 45 days	Return to Shopinkarts
Profit Reinvestment	Monthly reinvestment	≥ 30% of profit

6. Profit Guarantee Clause

Shopinkarts guarantees a monthly profit between 8–12% on the committed business budget, subject to compliance with all operational, financial, and inventory control parameters as defined in this Annexure.

Signed and Accepted by:

For Shopinkarts

Name: _____

Designation _____

Signature: _____

Date _____

For Seller/Client

Name: _____

Designation _____

Signature: _____

Date _____



ShopInKarts

THANK YOU

FOR JOINING US AS A SELLER PARTNER

CONTACT US AT:

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