

[Application for appointment as Distributor for Vegetable Crop Products]

To,

VNR SEEDS PRIVATE LIMITED

Raipur (Chhattisgarh)

Sir,

I/we have the honour to request Authorised Distributor kindly consider us for appointment as Distributor for sale of vegetable crop products marketed by you.

The necessary particulars are given below for your consideration.

1. Name of the applicant (in case Distributorship is requested in individual name) :
2. Name of the firm (in case Distributorship is requested in firm's name) :
3. Name of the proprietor/Directors/Partners :
:
:
:
4. Nationality :
5. Educational qualification (Proprietor/Directors/Partners) :

14. Was he an agent earlier :
(if so please furnish details)
15. GSTIN No. :
- Regular/ Composite/ Unregistered (GST) :
- Import Export Code (IEC) :
- Permanent Account Number (PAN) :
- Seed License No. :
16. Name of the banker :
17. Account Number of banker :
18. Whether any disputed dues are payable to :
other Firm (if so please specify)
- i) The amount :
- ii) Nature of the dispute :
- iii) Year of dispute :
- iv) Present position :
- v) Reason of default :
19. Security Deposit amount : Rs.
NEFT/RTGS/ DD Details :
20. Projected annual Sales :
With the company for first year.

I/We hereby declare that the information furnished herein above are true to the best of my/our knowledge and belief.

I/We hereby further declare that in case of appointment I/we shall abide by the terms and conditions of the agreement with your corporation.

Yours faithfully,

(SIGNATURE OF THE INDIVIDUAL APPLICANT OR AUTHORISED REPRESENTATIVE OF THE PRINCIPAL AS THE CASE MAY BE)

Papers to be attached with the Application form for Distributorship of VC Vertical

1. Copy of Shop License
2. Copy of Sales GSTIN Certificate
3. Copy of Aadhar Card
4. Copy of PAN card of firm / Proprietor
5. Address proof – Telephone bill/Electricity Bill
6. Id proof of proprietor/partner – Driving license/ Voter Id card/PAN Card
7. Proof of Bank A/c & Bank Certificate
8. Registration with agriculture/ horticulture department –Seed License Copy
9. Reference letter's (Two)
10. Audited Balance sheet.
11. Sales plan for two years.
12. Demand draft for Rs. 25000/- for Distributor deposit.
13. Two blank cheques for security (Only from any nationalized bank).

DISTRIBUTORSHIP AGREEMENT

Party No. 1
M/S. VNR SEEDS PRIVATE LIMITED,
(Here-in-after called Principal)
Party No. 2
.....
(Here-in-after called Distributor)

Party No. 1 is ready to appoint Party No. 2 Distributor w.e.f. on terms & conditions described below.

1. The agreement between the Principal and the Authorised Distributor shall come into force from the date of signing of this proposal form and shall continue for one year or until determined by either Party in writing whichever is earlier.

NAME & ADDRESS OF THE PRINCIPAL

2. The Authorised Distributor shall place the orders to the Principal at it's Registered Office named as "**VNR SEEDS PRIVATE LIMITED**" at **Corporate Centre, Canal road crossing, near arch bridge, Ring road No. 1, Raipur-492006 (Chhattisgarh)INDIA**, or to such other office/s as may subsequently notified by the Principal.

NATURE OF THE PRINCIPAL

3. The Principal shall sell the products to the Authorised Distributor in accordance with such orders at the Principal's Authorised Distributor price released from time to time. All payments shall be made at the Registered Office of the Principal.

PRODUCTS/STOCK

4. This agreement will be in respect of VNR Vegetable Product portfolio, marketed by the Principal. Authorised Distributor will undertake to sell our product at all times only in the original packing and with the original label affixed and not to tamper with the packing supplied by Principal.

SELLING PRICE

5. The Authorised Distributor shall sell the products at the prices fixed by Principal. The Authorised Distributor shall however, be not free to charge prices lower than the maximum prices intimated by the Principal.

PURCHASE PRICE

6. The Authorised Distributor shall purchase the products from Principal at the price indicated to Authorised Distributor in our price list from time to time. Such prices will be subject to change from time to time and will be those applicable at the time of delivery.

SECURITY DEPOSIT

7. The Authorised Distributor shall maintain with the Principal an interest free security deposit of **Rupees 25,000/-** or any amount intimated by the Principal commensurate with the volume of the business towards fulfillment of the obligations/terms and conditions here in for prompt payment against the supplies made by the Principal.

GUARANTEE

8. At their discretion Principal may, on Authorised Distributor specific request, allow Authorised Distributor to substitute the aforesaid security deposit by a Bank Guarantee to be given by any Scheduled Bank in term of a Draft to be approved by Principal. The right to enforce the Bank Guarantee if any shall vest in Principal stated therein. Authorised Distributor agrees not to dispute the enforcement of the Guarantee in accordance with its terms.
9. The products once sold and supplied shall not be accepted back by Principal under any circumstances and Principal shall, therefore, inter alias, not responsible to take back any damaged stocks without any prior written approval from Principal, except normal business practices decided between Principal and Authorised Distributor .
10. The Authorised Distributor shall at all times, during the continuance of this agreement offer for sale and sell the products of the Principal and according to the specifications supplied by the Principal from time to time, either generally or in any particular case, and shall not make representation or give any warranty in respect of the products other than those contained in the Principal's conditions of sale as prevalent and operating at the time of the offering for sale or the sale. The Authorised Distributor shall keep the Principal indemnified against the losses, damages or claims that may arise out of any unauthorized representations made by the Authorised Distributor. The Principal shall not be responsible for acts or defaults of the Authorised Distributor , their employees or representatives

CREDIT LIMIT

11. The Principal will intimate Authorised Distributor on the credit limit that Authorised Distributor can avail based on the security deposit Authorised Distributor have kept with the Principal, the Principal's policy may change from time to time and based on Authorised Distributor performance. Any extra credit limit than the one intimated to Authorised Distributor by Sales Manager, the same will be subject to prior approval in writing from the Head Office based on the Sales Manager's recommendation. Orders placed, which if executed, would result in Authorised Distributor exceeding the credit limit, will not be processed. Authorised Distributor will have to pay **interest @ 18% per annum** on past due amount.

DELIVERY OF PRODUCTS

12. The Principal shall deliver the product at the address specified by Authorised Distributor. In such event the Principal's liability shall cease when the goods are delivered by the Principal to the carrier at dispatching point.

FORCE MAJEURE

13. The Principal shall incur no legal liability result from delay in performance of this agreement, directly or indirectly caused by fire, explosion, accidents, flood, labour trouble or shortage, war, hostilities, act of or authorised by any government orders or restrictions, inability to obtain suitable material, transportation or act of God or arising from contingencies, happenings or causes beyond the control of the affected etc.. Quantities so affected by any such circumstances may be eliminated without liability, but this agreement shall otherwise remain unaffected. In such cases the Principal shall be the sole judge to decide and the same will be binding on the Authorised Distributor.

PAYMENT

14. The Authorised Distributor's all payments should be only by Demand Draft/ RTGS/ NEFT in favour of "*VNR SEEDS PRIVATE LIMITED*" payable at **Raipur** in advance. If Authorised Distributor availing credit limits facility Authorised Distributor should be accompanied by the appropriate reference to specific invoices paid. If the invoice reference is absent, the Principal will apply the payment amount to the oldest invoices outstanding.

DISHONOURING OF CHEQUES

15. Payment against supplies made to Authorised Distributor and due to Principal will be made by Authorised Distributor through Demand Draft/ RTGS/ NEFT at the payable at the place designed by Principal. In exceptional circumstances where Principal agree to accept cheque, the same have to be honoured at all times. The Principal views cheque dishonouring as a very serious and unhealthy act. In case of any cheque being dishonoured, the Principal reserves the right to terminate Authorised Distributor appointment without any prior notice or intimation whatsoever apart from time to time. The Principal also reserves its right to take legal action against Authorised Distributor. Principal also reserve its right to levy charges on such event.

TERRITORY

16. The Authorised Distributorship is given on a non-exclusive basis. The Principal reserves the right to market and sell its products in the territory of the Authorised Distributor s in the territory of the appointed Authorised Distributor, who shall have no objection to the same.
17. Nothing in this agreement shall constitute or deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute the Authorised Distributor as agent of the Principal for any purpose whatever and the Authorised Distributor shall have no authority or power to bind the Principal or to contract in the name of the Principal in any way or for any purpose. The relationship between the parties here to shall be of Vendor and Purchaser-principal to principal basis.

SALES PROMOTION

18. Apart from the adequate stock keeping it is clearly understood that Authorised Distributor shall engage your selves in active selling, including participation in local and/or regional fairs and exhibitions and in general, contribute to the best of Authorised Distributor ability to the promotion of sales of Principal's products. Authorised Distributor shall do everything possible to promote the closest co-operation with our representative and Principal.

APPOINTMENT OF SUB DISTRIBUTOR

19. The Distributor shall not be at liberty to appoint Sub Distributors within his specified territory with the prior written consent of the Principal. The Distributor shall be solely responsible to ensure that the Sub Distributors conform with all the rights and the liabilities that have been conferred on the Distributor by the Principal in terms of his Agreement.
20. The Distributor agrees and undertakes that it shall, during and after this Agreement keep the Principal indemnified against any loss or damage that may be suffered by the Principal or any claim or demand made against the Principal due to any act, deed, misfeasance or negligence on the part of the Sub Distributor, it's servants or agents or persons with whom the Sub Distributor has contracted or dealt with in any manner whatsoever in connection with its performance as a Sub Distributor of the Distributor or by breaching any of the terms or conditions mentioned in this Agreement including but not limited to any failure to comply with a direction's of the Distributor or to follow any instruction from the Distributor with respect to matter relating to the products being sold by the Principal.
21. That Distributor hereby agrees that the Sub Distributor appointed by it in terms of this Agreement would not in any way be conferred or be constituted the agents of the Principal for any purpose whatsoever, and the Sub Distributor shall have no authority or power to bind the Principal or to contract in the name of Principal in any way or for any purpose. The only relationship that would exist would be between the Distributor and the Sub Distributor being that of Supplier and Purchaser.

PROHIBITION

22. The Authorised Distributor hereby undertakes and agrees with the Principal that it will at all times during the continuance in force of this agreement observe and perform the terms and conditions set out in this agreement and :
 - I. Will abide by all the policies of the Principal announced from time to time.
 - II. Will not sell to any person [or body corporate or in-corporate] goods which they know or have reason to believe are intended for resale outside Authorised Distributor territory.
 - III. Will not consent any contest or promotional/prize scheme in respect of the Principal's products without the written approval by the Principal.
 - IV. Will not use the name or trademark/logo of the Principal on the letterheads or otherwise except in the manner approved by the Principal.
 - V. Will not assign or purport to assign the benefit of this Agreement without the prior consent of the Principal in writing.

LEGAL REQUIREMENTS

23. The Authorised Distributor will responsible to apply for and to maintain in full force and effect all applicable licenses and permissions under the Local/Municipal/State/Central Government Laws and Rules in force to possess, store, deal and dispose of the products. The Authorised Distributor also agrees to abide by all laws of the land in force from time to time.

DOCUMENTS

24. The Authorised Distributor shall at the time of entering into the agreement or immediately thereafter submit Principal such documents as may be requested for by Principal like photocopy of Partnership Deed, Profit & Loss Account, Balance Sheet for prior years, educational certificates, GST No., PAN, IEC, Seed License No., Aadhar No. etc. along with the agreement.

RECORDS

25. The Authorised Distributor will agree to keep proper records of the stock of Principal's products and these records will be open for inspection to our representatives as and when required.
26. In case of any change in the status of Authorised Distributor principal from proprietorship to partnership or vice versa it should be communicated to Principal immediately for updating our records. The decision to continue the Authorised Distributors agreement with the new entity will be solely of the Principal.

TERMINATION

27. Either party may without assigning any reason terminate this Agreement at any time by giving to the other party one month's notice in writing sent by Registered Post or Speed Post or Fax or Courier to the Registered Office of the Principal or the Authorised Distributor as the case may be.
28. Without prejudice to any other remedies the Principal may have against the Authorised Distributor , the Principal shall have the right at any time by giving notice in writing to the Authorised Distributor to terminate the Agreement forthwith in any of the following events :
- I. If the Authorised Distributor commits the breach of any of the terms or conditions of this Agreement.
 - II. If from any cause, the Authorised Distributor is prevented from performing their duties here under for a period of three months or for a total period of three months in any period of twelve calendar months.
 - III. If the Authorised Distributor is guilty of any conduct which in the opinion of the Principal is prejudicial to the Principal's interests.
 - IV. If the Authorised Distributor purports to assign the burden or benefits or charge the benefits of this Agreement without the consent in writing of the Principal.

29. Upon termination of this agreement from any cause, the Authorised Distributor shall promptly return to the Principal or otherwise dispose of, as the Principal may instruct, all samples, instruction books, technical pamphlets, catalogues, advertising material, POP material, signboard and other materials, documents and papers whatsoever sent to the Authorised Distributor and relating to the business of the Principal [other than correspondence between the Principal and the Authorised Distributor] which the Authorised Distributor may have its possession or under its control. The said material shall always remain the property of the Principal and the Authorised Distributor shall hold the same as bailee till termination of this Agreement. Upon such termination, the Authorised Distributor shall forthwith make the payment of all outstanding dues to the Principal as the statement of account forwarded to it by the Principal failing which, the Principal shall be entitled to encash the Bank Guarantee or take such legal action as it may deem fit.

CONFIDENTIALITY

30. All information made available by Principal to the Authorised Distributor under or in relation to this agreement is and shall remain confidential information and shall be considered the exclusive property of Principal. The Authorised Distributor shall take all necessary measures to prevent the theft, damage, loss of or unauthorized access to the confidential information. The Authorised Distributor shall not copy or disclose the confidential information without the prior written consent of Principal. The obligation set out in this article shall survive the variation, renewal or termination of this agreement but shall not apply to information that becomes public domain other than through the fault of the parties or their employees, agents or representatives.

ARBITRATION & JURISDICTION

31. Any disputes, differences or question which, may arise at any time hereafter between the Principal and the Authorised Distributor touching the true construction of this Agreement or the rights and liabilities of the parties hereto, the same shall be referred to the decision of a Sole Arbitrator to be agreed upon between the parties and to be appointed at the request of either party by the Director [Sales] of the Principal in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of such Arbitration shall be at Raipur and the Courts at **Raipur** shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

The Agreement supersedes all previous Agreements/Arrangements, if any, between the Principal and the Authorised Distributor.

Party No. - 1

For *VNR SEEDS PRIVATE LIMITED*

Authorized Signatory

.....
Signature of witness
with full name and full address

.....
Signature of witness
with full name and full address

Party No. - 2

..... (Name of the Authorised Distributor)

Name of the proprietor/partners/directors

S. No.	Name in Full	Signature
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Name of the Authorised person:

Address :
.....

.....
Signature of witness
With full name and full address

.....
Signature of witness
with full name and full address