

## ROCHAK AGRO FOOD PRODUCTS PVT LTD

36, MAHARSHI DEBENDRA ROAD 2<sup>ND</sup> BUILDING, 2<sup>ND</sup> FLOOR KOLKATA-700006

### AGREEMENT-CUM-APPLICATION-FORM FOR DISTRIBUTORSHIP

SL NO .....

DATE 30.12.18

#### (A) Basic Business Information :

1. Name of the firm/

individual: BHAGWATI AGENCIES

Address: Station Road, Barakar

P.O. Barakar Dist. Burdwan Pin 713329

Telephone no. Mobile

no. 9832285381

Fax no. E-mail no.

CST No. VAT No.

GST No. 19AEUPK9071K1ZK PANNO AEUPK9071

Please attach a Xerox copy of Registration Certificate.

(Trade License/Professional Tax/others)

2. Firm name: Bhagwati Agencies

Proprietorship ☒ Partnership ☐ Pvt Ltd ☐

Please enclose partnership Deed/Memorandum and Articles of Association.

3. Details of Distributor:

Name: Subash Kedia

Proprietor/Partner/Director/Manager: Proprietor

Residential Address: Barakar Station Road, P.O. - Barakar  
Pin - 713329

#### (B) Current Business Details:

Company name: Everest Agro Since (year):

Roxy Food Product

Nature of appointment: Distributor T.O (p.a.)

Area covered: Barakar to Niamohpur

No of outlets visited: no of salesperson: 2 delivery:

(C) Source of Finance

Own fund.....  
Loan (bank/other source).....

(D) Major Market Proposed to be serviced

Sl no	Major markets	Total outlets	Outlets covered	Expected sale
1	Barakar			
2	Nimmolpur			
3	Kulki			
4				
5				
6				
7				
6				
8				
9				
10				
Total				

(E) Company is authorized to change the distributor, if the distributor is not working accordingly. (AS PER CLUSE 6, 10 & 18 AS ANNEXED)

(F) Transport name.....

kolkata address.....

.....phone no.....

Proprietor name.....mob no,.....

.....

Signature of the company

(Authorized person)

.....  
Signature of the distributor  
(With stamp and seal)

.....JATI AGENCIES

✓ Subham Kumar Reddy

Proprietor

30/12/18

Being Satisfied with the above terms & conditions of

**ROCHAK AGRO FOOD PRODUCTS PVT LTD**

Mr/Mrs/Miss... Sunesh Kedia.....

Of... Bhagnoli Agencies.....

Hereby agreed to be the authorized distributor of **ROCHAK AGRO FOOD PRODUCTS PVT LTD**, I read all the terms & conditions of this Company as annexed in Annexure No 1 regarding distributorship and I shall not violate all rules & regulation including the amendment made by the Company time to time.

Registration No. of distributor:.....

Area of Marketing:.....

Date of commencement:.....

Security cheque:(PDC):-

Bearing no.....bank.....date:.....

.....

Signature of the company

(Authorized person)

**BHAGNOLI AGENCIES**  
✓ Sunesh Kuman Kedia  
Proprietor 30/11/18

Signature of the distributor

(With stamp and seal)



## TERMS & CONDITIONS

1. If any distributor deals with cash with company representative, responsibility is strictly to distributor/stockiest. And company is not liable to take any responsibility concerning the repayment/realization of the said amount.
2. Company will not dispatch any stock, if the distributor's payment is not cleared within due date.
3. The stock will booked through transport as advised by the distributor and if there is any delay to transit company will not be liable for that.
4. Company will not allow any free sampling or any deduction or any subscription paid without consent of company, distributor totally liable for that.
5. If the distributor does not deliver the stock against retailers order, collected by company sr/so, the distributor will be liable to pay the salary=ta=da of that day.
6. If the distributor does not deliver the stock against retailers order within a week without any valid reasons, company may cancel the distributorship without assigning any reason thereof.
7. After receipt of stock from company by the distributor, if any shortage found the same should be informed to company within two days or company will not accept any claim thereafter.
8. Distributor must promote the sales of goods in the allotted areas only as allowed by the company.
9. Distributor must sales of products at the price fixed by the company. This should be followed strictly without violating the company guidelines.
10. If the Distributor fails to achieve the minimum sale target fixed by the company of his area for consecutive three months of reasons whatsoever it may be, the company has the right to cancel Distributorship without any notice.
11. Distributor has to make payment through bank-draft/cheque within the period only. In case any cheque given by the Distributor is returned unpaid because of any reasons, the Distributor will have to make cash payment to the company immediately of such cheque and in future he have to make through bank draft and dd charges will be borne by the Distributor. In case any bouncing of cheque for any reason the company shall have the full right to recover the amount by court of law and the jurisdiction will be KOLKATA.

**12. DESPATCH:-**

The materials shall be dispatched to you through company's authorized Super Stockiest/CSA.

**13. MARGIN:-**

Distributors margin total \_\_\_\_\_ (Trade Margin \_\_\_\_\_ & Van subsidy \_\_\_\_\_) details in price chart.

**14. DAMAGE ETC:-**

Only manufacturing related damage will be replaceable on Pcs to Pcs.basis after certification of territory in charge within 1 (one) month period.

**15. FREIGHT:-**

F.O.R. destination. In event of indenture refusing to take delivery of the goods in that case they shall be responsible for the expenses or losses sustained by the Super Stockiest to such refusal.

**16. TRADE SCHEME:-**

As provided by the company time to time. The scheme shall be adjusted after distribution to the retailer and after verification by the territory in charge to the distributors in case of secondary trade scheme.

**17. MARKET COVER AGE:-**

Must be ready-stocks, weekly/Fortnightly coverage in retail market as advised by ASM/Sales Supervisor/SR

**18. SALES ASSISTANCE:-**

The company shall provide sales personals in your territory at regular intervals as per market needs.

**19. PUBLICITY:-**

The company shall backup with sufficient publicity/advertisement materials, product samples. Media advertisement etc. for marketing purpose as and when required.

**20. SUPPLY POSITION:-** Materials, product shall be supplied/ delivered within three days from the date of order and as per availability of stocks.

**21.** In case of any damaged stock returning to the company, distributor has to inform the company in writing within three months from the date of delivery or else company will not entertain claims thereafter.



## Annexure

22. The company has full right to decide the credit limit to a Distributor.
23. The Distributor must always keep minimum 7 days stock of various Rochak products as per the company's sells and marketing strategy.
24. The Distributor cannot take Distributorship of any other company related with similar product(s) of ROCHAK AGRO FOOD PRODUCTS PVT LTD .
25. 31st MARCH of each Year will be treated as the last date of year ending of the company, so the distributor should complete with all his transactions upto date within 26<sup>th</sup> March of every year.
26. The company has every right to implement and / or alternate and/ or amended the rules and conditions as stated above at any time without assigning any reasons.
27. Company has every right to cancel the Distributorship if the concerned Distributor violates any of the rule and conditions mentioned above without any notice. And automatically their termination will be treated as with NOC from any Distributor's Trade Association.
28. It is obligatory on the part of the Distribution to abide by the terms and conditions mentioned above.
29. The Distributor has to submit a POST-DATED-CHEQUE in favour of ROCHAK AGRO FOOD PRODUCTS PVT LTD As a security, company will present the cheque if the payment of the concerned consignment is not made within due date.
30. The agreement is effective for a period of one year from the date of signing this agreement.
31. This agreement may be renewed by the manual consent thereafter within the agreement period.
32. If any DISPUTE arise relating this agreement, the same shall be adjudicated by the court of law situated within the city of KOLKATA
33. Co-operation from the distributor/stockiest will be appreciated