

**DOCUMENTS TO BE SUBMITTED BY DISTRIBUTOR AT THE TIME OF APPOINTMENT**

1. Security Deposit -RTGS Demand Draft payable at Raipur in favor of "M/s, Balaji Agribiotech (P.) Ltd." in case of dealer Rs.15000- / Distributor Rs.25000-

Distributor agreement to be sealed signed and stamped at distributor Signatory.  
Signed Judicial Stamp paper required in duplicate as per the state laws.

Photocopy of the following documents to be attached with self attestation by distributor authorized signatory.

1. One cheque of security.
2. Two number of blanks cheque in favour of Balaji Agribiotech Pvt.ltd.
3. Last six month bank statement of the firm.
  - I. Gumastha/Establishment License/ Registration Certificate.
  - ii. G.S.T. Certificate.
  - iii. PAN Card Copy of the proprietor and the firm.
  - iv. Identity Proof of the Proprietor ( Aadhar Card/ Passport).
  - v. Address proof of the Proprietor and the Firm (Aadhar Card/ Electricity Bill/Landline telephone Bill).
  - vi. Passport Photo-2.
- d. In case, the applicant is Partnership firm. The documents required-
  - i. Firm Registration Copy.
  - ii. G.S.T. Certificate.
  - iii. Copy of Partnership Deed.
  - iv. PAN card Copy of the Partners & the Firm.
  - v. Identity Proof of the Partners ( Aadhar Card/ Passport).
  - vi. Address proof of the Partners (Aadhar Card/ Electricity Bill/ Landline Telephone Bill) & Firm.
  - vii. Passport Photo of each Partner-2.
- e. In case, the applicant is Company. The documents required-
  - i. Certificate of Incorporation with ROC.
  - ii. G.S.T. Certificate.
  - iii. DIN Certificate.
  - iv. PAN Card copy of the Company and Directors.
  - v. Identity Proof of the Directors (Aadhar Card/ Passport).
  - vi. Address Proof of the Directors & Company (Aadhar Card/ Electricity Bill/Landline Telephone Bill)
  - vii. Passport Photos of each Director-2
- f. Seed License and Pesticides License Copy.

# BALAJI AGRI BIOTECH PVT. LTD.



(ISO-9001, 2008 Certified Company)

H.No.-1-5/436 Surya Nagar Colony, Old Alwal, Hyderabad

Telangana State-500010

Email Id : balajiagribiotech@yahoo.com

Visit us- www.balajiagribiotech.com

Attach  
Passport Size  
Photograph  
of Distributor

## APPLICATION FOR APPOINTMENT OF DISTRIBUTOR/ DEALER

Date \_\_\_\_\_

State \_\_\_\_\_

1. Name of the Firm (in Block Letter) \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Tahsil \_\_\_\_\_ District \_\_\_\_\_

4. City \_\_\_\_\_ State \_\_\_\_\_ Pin code: \_\_\_\_\_

5. Landline \_\_\_\_\_ Mobile No \_\_\_\_\_

6. Alternative Mob. No \_\_\_\_\_ Email Id \_\_\_\_\_

7. Type of Firm( (Please Select)

Proprietorship ☐ Partnership Firm ☐ Company (Public/Private Limited) ☐

8. If Applicant is a proprietorship firm, Name of the owner: \_\_\_\_\_

9. If Applicant is a partnership firm, Name of the partners:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

## List of Other Distributor Ship

Rank	Company	Date / Year of Joining	Approx Turn over in Lakhs
1			
2			
3			
4			

Total turn over of Distributor /Dealer \_\_\_\_\_ Lakhs. (Seeds, Pesticides & Fertilizer)

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11. If Applicant is a company, name of the Directors:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

12. Name & Number of the key person dealing (with Designation):

1. \_\_\_\_\_ Mobile No: \_\_\_\_\_
2. \_\_\_\_\_ Mobile No: \_\_\_\_\_

13. Experience in sale of Seeds (please specify) : \_\_\_\_\_

Name of the Contact Person: \_\_\_\_\_

Name of the Authorised Signatory \_\_\_\_\_

14. (a) Courier Details : \_\_\_\_\_

(b) Regular Transport : \_\_\_\_\_

### Registration Details :-

Sl.No.	Particulars	License No.	Validity	
			From	To
1	Seeds License			
2	Pesticide License			
3	PAN Card No.			
4	G.S.T. No.			

Note : Enclosed a duplicate copy of Seeds License, Pan Card & GST Certificate.

### Bank Details:

Sl No.	Name of the Bank	Address	Account No.	Nature/ Type of Account	CC limit
1					
2					

Mode of Payment (Please tick the appropriate box)

NEFT

☐

RTGS

☐

Cheque

☐

Current Bank Statement of Firm (Three Month)\_\_\_\_\_

Main Season \_\_\_\_\_

**Expecting Business with Balaji Agribiotech**

Balaji Agri Biotech Pvt. Ltd. Hyderabad	Date/Year Joining	2018-19 Turn Over in Lakhs	2019-20 Turn Over in Lakhs	2020-21 Turn Over in Lakhs

Credit limit Proposed by sales officer/ ASM \_\_\_\_\_

Territory for Distributorship/ Dealership.

We are here with enclose the / Demand draft / RTGS for \_\_\_\_\_ RTGS No. \_\_\_\_\_

Dated \_\_\_\_\_ Name of Buyer \_\_\_\_\_ towards Distributor / dealers Deposit  
and two Blank cheques Nos. \_\_\_\_\_

**Declaration :**

I / We have gone through the Balaji Agri Bio Tech Distributorship terms & condition and agree to abide by them. The above facts are true to the best of my / our knowledge & belief.

Date.....

Place.....

Signature

(Authorised person in the case of firms)

Name \_\_\_\_\_

Seal

**For Office Use Only**  
**Appointment of Distributor**

Furnish assessment on following parameters:

(a) Proposed Distributor willingness to invest in our business (in Rs. Lacks Only)

\_\_\_\_\_

(b) Areas Allocated : \_\_\_\_\_

Name of The markets : \_\_\_\_\_

(c) Security Deposit : \_\_\_\_\_ Chque.DD/No. \_\_\_\_\_

Date : \_\_\_\_\_

(d) Credit limit recommended: Rs \_\_\_\_\_

REMARKS:-

*Signature of the Sales officer/ASM*

Name \_\_\_\_\_

Date \_\_\_\_\_

*Signature of the RSM/ State incharge*

Name \_\_\_\_\_

Date \_\_\_\_\_

**Appointment Particulars**

a. Date of signing the agreement \_\_\_\_\_

b. Credit Limit of the Party \_\_\_\_\_

c. Security deposit details

CR No. \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Amount (Rs) \_\_\_\_\_

d. Date of appointment \_\_\_\_\_

e. Distributor/ Dealer Code No. \_\_\_\_\_

f. SI No. and date of Distributorship/ Dealership Certificate \_\_\_\_\_

Balaji Agri Boitech Pvt. Ltd.

Authorised Signatory



## DISTRIBUTOR AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ by and between M/s. Balaji Agribiotech Pvt. Ltd. a company duly incorporated under the Companies Act, 1956, having its Corporate and Registered Office at H.No.-1-5/436 Surya Nagar Colony, Old Alwal, Hyderabad, Talenghana State hereinafter referred to us "THE COMPANY" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their successors in business, assigns, executors and administrators)

AND

M/s. \_\_\_\_\_ being a Sole Proprietorship firm / Partnership / Co-operative Society having its principal place of business / Registered office at \_\_\_\_\_ hereinafter referred to as the 'DEALER' (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their successors in business, assigns, executors and administrators).

Whereas the Company is engaged inter-alia in the Vegetable Crop Seeds, Field Crops (hereinafter referred to as Product /Goods) AND WHEREAS the Dealer is engaged in the business of trading in Seeds and Input Products and is desirous of being appointed as the Dealer for the Company and the Company agrees to appoint .

M/s. \_\_\_\_\_ Village, of \_\_\_\_\_ as its Dealer for \_\_\_\_\_ (Taluk/Mandal) of \_\_\_\_\_ (District) of \_\_\_\_\_ -(State) (hereinafter referred to as 'territory') on such terms and conditions as the contained herein.

Both the COMPANY and DEALER may hereinafter be referred to singularly as "Party" and Collectively as "parties" .

NOW THIS AGREEMENT WITNESSETH and in consideration of the mutual promises and covenants hereinafter contained, it is hereby agreed by and between the parties as follows:-

### SECURITY DEPOSIT

#### **SECURITY DEPOSIT:-**

A) The distributors has paid Security Deposit amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) by Cheque /

RTGS No. \_\_\_\_\_ dated \_\_\_\_\_ of (Bank Name) \_\_\_\_\_ Address \_\_\_\_\_ branch \_\_\_\_\_

Balaji Agri Biotech Pvt. Ltd. has acknowledged the same through signed this agreement.

B) **No interest shall be paid on the security deposit** made by the distributor. The security deposit amount shall invariably by refunded after collecting/ adjusting dues standing in the name of discontinued distributor.

#### **PAYMENT TERMS:-**

(A) Payment will be strictly made only through CTC cheque / Demand Draft/ NEFT/ ATGS in favour of Balaji Agri Biotech Pvt. Ltd. **No cash payment is acceptable and any circumstances.**

(B) We accept par cheque of Nationalize Bank but that payment will be taken from the date of realization on cheque. In case of payment receipt from distributor through a cheque / demad draft and if its bounced or dishonored from the bank Rs.500/ will be debited to distributor's accounts.

(C) As per payment policy of Balaji Agri Biotech Pvt. Ltd. the maximum limit for payment is **120days** incase outstanding amount of bill not cleared within stipulated time period, **thereafter interest will be applicable at the rate of 24% per annum from the date of billing.**



- (D) **Cash transaction to any staff of Balaji Agri Biotech Pvt. Ltd. by the distributor is not acceptable.** Balaji Agri Biotech Pvt. Ltd. shall not be held responsible for such dealing with any person, in any manner what so ever.

#### **RELATIONSHIP:-**

It is expressly agreed that the relationship between firm and distributor is that of caller & buyer , the distributor shall purchase the product mentioned in exhibit "A" against consideration and resale to his own customers it is understood that nothing in this Agreement constitutes Distributors Agent, Partner or legal representative of **Balaji Agri Biotech Pvt. Ltd.** or its affiliates for any purpose whatsoever " Distributor is not Authorised to assume or create any obligation of responsibility expressed implied on belief of or in the name **Balaji Agri Biotech Pvt. Ltd.** its affiliates or to bind **Balaji Agri Biotech Pvt. Ltd.** or its affiliates in any manner whatsoever.

#### **ORDER:**

All order from the Distributor will be accepted only in written "ORDER FROM" of Balaji Agri Biotech Pvt. Ltd. or on distributors letter head no verbal communication will be accepted by any distributor under any circumstances.

#### **DELIVERY OF THE PRODUCT:-**

Distributor must provide its complete and correct address as well as contact no. materials deemed to delivered to the party on booking the same with the transport. The distributor shall inform in writing to the logistic department of Balaji Agri Biotech Pvt. Ltd. within three days from the receipt of goods otherwise it is assume that goods has been received by the distributor. (a) Distributor must knowledge the receipt of materials in good condition within 7 Days and should send delivery challan to us immediately (b) No order in any case will be executed if it exceeds the credit limit and business norm is requested.

#### **CASH DISCOUNT :**

- (a) Cash discount will be allowed to distributor on advance payment only on amount paid to Balaji Agri Biotech Pvt. Ltd. other than conditional schemes lunched by the company from time to time.
- (b) Parties making payment after deducting the cash and other discount will be awarded by way of credit note only.
- (c) **Cash discount policy are given from time to time.**

#### **RETURN POLICY:-**

Balaji Agri Biotech Pvt. Ltd. dose not supply goods on consignment. Hence goods once sold against confirmed order shall not to be taken back, however under certain extreme circumstances (only paddy. Maize & Bajra). It shall be allowed, but we prior permission from Balaji Agri Biotech Pvt. Ltd. and it will be at the sold discretion of the management. The procedure specified for the should be strictly follow.

- 1. All goods return will be charged to and from freight charges plus handing charges of Rs..... per case / drum/ bags.
- 2. (a) If stock return within 90 days                      0%  
(b) If stock return within 91 to 120 days              5%  
(c) If stock return within 121 to 180 days            10%
- 3. **No return will be accepted if stock is less then 2 months expiry.**
- 4. **Loose stock / expired stock will not be accepted under any circumstances.**
- 5. No product shall be return /given to any of the marketing staff of the firm with out proper and prior written approval from higher authorities of Balaji Agri Biotech Pvt. Ltd.



**STORAGE & QUALITY:** page (6)

The Dealer undertakes to provide scientific adequate and proper storage facilities with special emphasis to preserve the quality of the product for all its attributes/specification. The dealer shall permit and allow access to the company / company's authorized officers and representatives to inspect storage points, godowns and other premises of the dealer for the purpose of checking and for ensuring by the company that all conditions and statutory obligations pertaining to storage, etc. are being duly complied with. The Dealer shall also abide by the instructions given by the company from time to time for storing the product in the manner, type, fashion etc. as may be so prescribed by it based on scientific practices and or good storage practices.

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**LEGAL REQUIREMENTS :**

The Dealer undertakes to company with all the statutory provisions including all laws, by laws, Regulations, Ordinance or/and directives prescribed by the Government departments and agencies pertaining to the product marketing and especially to the seed Act, 1966; The seed Rules, 1968; The Essential Commodities Act, 1955; The Seeds (control) Order 1983; the standards of weights and Measures Act, 1976; Circulars as amended from time to time.

**QUALITY OF PRODUCTS (SEED) AND OTHER PRODUCTS/GOOD:**

The supply of the product/Goods shall be made and should be made as per the Quality standards governed by the Indian minimum seed certification Standards, 2013 and any other standards as may be so prescribed for the different product as amended from time to time and any rules, Ordinance, Circulars, amendment, if any from time to time thereof.

**COMPLAINTS FROM CUSTOMERS:**

Complaint from customer for the Product (Seeds) if any, shall be dealt by the Company as per its Procedure of redressal of Quality Complaints of Customers. The dealer shall in no way make any assurances, and give any commitments of any sort whatsoever financial or kind to the complainant farmer/customer/client either directly or on behalf of the company and that the Company shall not be liable to make good or honour such of acts of the Dealer in any manner whatsoever. In regard to the other Product, the Company shall issue guideline/procedure for readers separately.

**ASSIGNMENT:**

The Dealer shall not assign this agreement or any interest in it, nor any of the right or liabilities without the written permission of the Company.

**SECRECY AND CONFIDENTIALITY:**

The provisions of this agreement and dealings hereunder including transfer of any proprietary information by the Company of the confidential nature to the Dealer shall not be disclosed to the parties. The Arbitration proceeding would be conducted at Head office by a sole Arbitrator to be appointed by the MD. Balaji Agribiotech Pvt Ltd.



**REPRESENTATION REGARDING COMPLIANCE ANTI BRIBERY POLICY:**

DISTRIBUTER / DEALER hereby represents he/she/it has not, and shall not itself or through any of its personnel given or give or promise to give money or any gift to any employee of the Company to influence their decision regarding this agreement and of any business transaction as per this agreement nor shall he/she /it exert or utilize any unlawful influence through a promise to pay commission , percentages, brokerage or contingent fee or material in kind to secure or solicit any extension thereof.

**FORCE MAJEURE:**

The Company shall incur no legal liability whatsoever if any time it is unable to supply the whole or any part of the goods for reasons beyond its control including acts of God, Acts of the state/Central Govt. order, restriction, war like condition, hostilities, etc. In such case the Company shall be sole judge to decide the existence of such a circumstance and its decision shall be binding on both the parties.

**JURISDICTION:**

All disputes and issues arising out of this agreement shall be subject to the jurisdiction of the Courts at company's Registered Office at Paikmal , Odisha at which place the cause of action shall lie due to the fact that the seeds, being the subject matter of this agreement, are brought /sold from the Registered office of the Company.

WITNESS WHEREOF, THE Parties here to intending to be bound hereby, have cause this Agreement to be executed by their representatives there unto duly authorized in two counterparts, each of which shall be deemed to be an original, as of the day and year first above written.

For \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Designation)

Witnesses

1. \_\_\_\_\_ Sign

Name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

2. \_\_\_\_\_ Sign

Name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

For \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Designation)

Witnesses

1. \_\_\_\_\_ Sign

Name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

2. \_\_\_\_\_ Sign

Name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

To,

Date.

**Balaji Agri. Biotech Pvt. Ltd.**

H.No.-1-5/436 Surya Nagar Colony,  
Old Alwal,Hydrabad, Telengana-500010

**Subject : Payment against your outstanding Bills.**

Dear Sir,

We are enclosing hear with our payee's A/C Cheque No.....of

.....  
(Name of Bank) duly stamped & signed in your favour towards part payment/payment of  
your outstanding bills for the goods supplied by you from time to time.

Thanking you

Yours faithfully

Enc.: