



Associate Partner Franchise/Distributor

1. Name of the Person:

2. Address of the Person:

3. Highest Qualification:

4: GST Number if any:

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5: PAN Card Number (Photocopy) :

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6: Adhar Card (Photocopy) :

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7: Name of the Firm/Shop if any:

8: Firm/Shop/Warehouse Address:

9: Mobile No:

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10: Range Interested Products:

11: Do you have any Agriculture, Pesticide and Seeds distribution / Wholesale /Retail Experience? :

12: Investment Capacity (In Rs Lakhs) :

13: Area of Warehouse (in sq.ft.):

Terms & Conditions for Associate / Franchise/ distributorship

Fasalbazar.com is a leading web portal to sell Agriculture and Industrial related products. Fasalbazar promoted by Bandhuja Balaji Biosciences. **Fasalbazar** sell and distributor of quality Seeds, Mushroom Spawn, Pesticide , Insecticide, Fungicide, Herbicide, Organic nutrient fertilizer, Bio Products, Agriculture Machinery , Agrochemical, Plant Tissue culture etc in India. In fasalbazar.com marketing efforts, dealer constitutes an important channel. The Terms & Conditions applicable to **Fasalbazar** Organic nutrient fertilizer wholesale/retail arrangement are given hereunder and shall form part of the Agreement executed for the purpose.

Eligibility

1. **Type of seller** – Associate / Franchise/ distributorship
2. **Mushroom Spawn & Mushroom Plant:** Any Individual / Firm / Mushroom Farm .
3. **Commercial Farming Plant & Tissue Culture:** Any Individual / Firm.
4. **Agriculture Products & Machinery:** Any Individual / Firm / Mushroom Farm.
4. **Seeds (Seeds Selling License) :** No Franchises /Distributorship offered.
5. **Fertilizer (Fertilizer Selling License):** No Franchises /Distributorship offered.
6. **Pesticide/fungicide (Pesticide Selling License)** No Franchises /Distributorship offered.

2. Past Experience & Turnover : Not mandatory for **Associate Partner**.

3. Financial credibility: Candidate should have a good financial standing and good relationship with his bankers for fasalbazar Franchise/ **distributorship**, so that they would extend short term credit facility to small dealers and able to pay BANDHUJA BALAJI BIOSCIENCES in advance or through Cheque/DD / Letter of Credit/Bank Guarantees. **Associate / Franchise/ distributorship** should submit the following documents.

- a) Income tax return for last one years
- b) Bank solvency certificate.

4. Storage Facility: Franchise/ **distributorship** should have good storage facility for safe storage of Agriculture products (attach photograph of warehouse or store facility)

5. License/Registration No- No licence required for sales Mushroom Spawn , Tissue Culture plant and Agriculture related machinery. Selling of Seeds , Fertilizer & Pesticide required sale license.

6. Sales Tax/ GSTIN - Franchise/ **distributorship** should possess the valid Sales Tax / GSTIN (attach copy) . If candidate does not have GSTIN certificate .Our team support to get Sales Tax / GSTIN licence.

General Terms & Conditions

7. Appointment: Associate/ Franchises /Distributor shall be appointed through a letter of appointment signed by the Business Manager on behalf of the company. Associate /Franchises /Distributor appointment letter is issued only after his fulfilling all terms & Conditions of Partnership's Agreement. The appointment letter should be prominently exhibited at each sale point.

8. Validity & Renewal - Initial validity of appointment is for one year; Renewal is made only after looking to the satisfactory performance of the dealer (including MGT). Dealer must follow and fulfil the requirement of agreed terms & Conditions strictly to ensure continuation of Associate/Franchises /Distributor by fasalbazar.com.

9. Area of Operation: FASALBAZAR Associate /Franchises /Distributor has to operate in an area of operation as indicated in appointment letter and this will be binding on the Associate /Franchises /Distributor. However, the right of changing the area of operation is reserved with FASALBAZAR. The area of operation may be reduced, enlarged or divided at the discretion of FASALBAZAR management.

10. Security Deposit:

A. Associate Partner shall purchase stock of 3 products each and make full payment of Invoice. Associate partner shall get return @12% per annum and Margin on Products. After end of fiscal year 31 march Company shall settle account and return all unsold products and refund balance amount and Nil Ledger account.

B. Every Distributor shall furnish a security deposit in 1 Signed Cheque as maximum desire credit for faithful, observance of terms and conditions.

C. Every Franchises shall furnish a security deposit in cash/DD of Rs.2,00,000/- (Two lac) for faithful, observance of terms and conditions two cross marked blank cheque.

No interest would be payable on security deposit. 50% The security deposit shall not be adjusted against the cost for the supplies made. 50% The security deposit shall be nonrefundable which is for Branding & Landscaping and Furniture of Outlet/shop

11. Forfeiture of security Deposit: In the event of breach of any terms or any condition of Franchises /Distributorship agreement, FASALBAZAR may forfeit the entire security deposit after giving a show cause notice in writing and thus the certificate of appointment and agreement made will be treated as cancelled.

12. Minimum Guarantee Turnover:

The Minimum Guaranteed Turnover (MGT) not applicable on Associate partner.

The Minimum Guaranteed Turnover (MGT) to be guaranteed by the Distributor for one year shall be Rs. 2.4 Lakhs Billing amount (Minimum 20 thousand Monthly billing amount).

The Minimum Guaranteed Turnover (MGT) to be guaranteed by the Franchises for one year shall be Rs. 9 Lac Billing amount (Minimum 75 thousand Monthly billing).

In case Franchises / distributor fails to achieve the MGT target, FASALBAZAR reserves the right to cancel the contract.

In case of more than one party meeting all the requisite terms and conditions for Franchises/ Distributor for a particular area of operation then the highest bidder (MGT) will be appointed as partner for that area. Minimum 25 % of the total turnover of the Franchises/ Distributor shall be his own effort sale.

13. Discount:

Associate Partner discount would be a minimum of 5 % and maximum of 30 % exclusive of 20 % for advance booking on MRP (maximum retail Price).

Distributor discount would be a minimum of 10 % and maximum of 30 % exclusive of 5 % for advance booking on MRP (maximum retail Price).

Franchises discount would be a minimum of 15 % and maximum of 40 % exclusive of 5 % for advance booking on MRP (maximum retail Price).

Discount is subject to change from products to products and time to time at discretion of FASALBAZAR management.

However, the dealer has no right to claim discount on the sale of Agri products made by FASALBAZAR directly or by any authorized company/individual or otherwise in his area of operation.

14. Procedure for Indenting of booking products:

a) Advance booking:

A) Associate Partner can book his product stock on discounted price by 100% advance payment.

B) Franchises /Distributor would give their indents for advance booking by last week of every month.

For this Franchises /Distributor must deposit 25% of the products cost in advance at the time of advance booking for booking purpose only @ indicative price.

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After evaluating the demand and availability of the products, FASALBAZAR shall intimate the Franchises /Distributor the availability of organic products stocks, against the booking, with the designated FASALBAZAR offices/stores, not later than one month beyond the time indicated by the dealer unless otherwise mutually agreed to between the dealer and FASALBAZAR for pre/postponing the delivery/lifting.

b) Current Booking: After the advance booking period Franchises /Distributor would give his indents on the basis of availability of organic products. In case of current booking Franchises /Distributor shall not be entitled to claim additional advance booking discount.

Current booking order can be delivered through any nearest distributor stock.

15. Procedure for supply of Fasalbazar.com products: FASALBAZAR supplies will be made to the Franchises from nearest FASALBAZAR warehouse in the State from where the Associate/ Franchises/ Distributor shall take delivery. However, for full truck/mini truck loads, FASALBAZAR would supply on F.O.R. basis direct to the destination in the area of operation indicated by the Franchises provided the precise destination particulars are intimated to FASALBAZAR at least 15 days before the time of requirement or the date of dispatch of the stock from FASALBAZAR so that superfluous movement is reduced/avoided. The dealer shall begin to lift the stocks within ten days of placement of products in the concerned FASALBAZAR's premises and complete the lifting within a period of one month unless/ otherwise mutually agreed to for such extension. The supply of products will be based on its availability, and the Associate/ Franchises /distributor is bound to sell the FASALBAZAR's products as per declared inductive price of products by FASALBAZAR.

16. Payment mode:

The Franchises shall make necessary arrangement for the value of the products requested by him and accept for release by the BANDHUJA BALAJI BIOSCIENCES.

Payment would be through the following mode: a) Demand Draft, b) Cheque, c) BANK Deposit, d) NEFT/RTGS,

19. Quality: FASALBAZAR.COM will supply superior quality products as it may commit and confirm.

17. Credit facility:

BANDHUJA BALAJI BIOSCIENCES will allow two type credit facilities.

- 1) 7 days credit facility for Distributor and one month (30 days) for Franchises. No credit facility offer to Associate partner.
- 2) 5% additional bonus offer in Advance payment at time of book an order to Franchises or Distributor.
- 3) When Franchises /Distributor place next time products order his previous time placed products order payment need to be cleared vice versa.

If Franchises /Distributor failed to pay on time of every billing date then no credit facility will offer, and BANDHUJA BALAJI BIOSCIENCES has right to charged interest or cancelled his agreement.

If Franchises /Distributor failed to pay on time of every billing date, then BANDHUJA BALAJI BIOSCIENCES has right to cancel all his advanced booked order and not deliver any further products.

18. Interest Charges:

If Franchises / Distributor failed to pay previous pending balance payment on billing date of every month (as per 7 days for Distributor and 30 days for Franchises) interest charges will be applicable from date of received consignment/delivered products date.

BANDHUJA would charge interest @ 18 % per annum (1.5% on monthly or .05% on daily basis) for the period between the date of products delivery and date of payment from the bank or from dealer/distributor.

20. Procedure for Supply of Products:

Fasalbazar send products either Private Transport or Private Courier . Partner (Associate /Franchises /Distributor) shall need manage necessary arrangement to collect products from transporter delivery location to his location. Any Handling and forwarded expenses (Like from transporter office location to Partner location) company shall not pay , Partner need manage itself.

21. Procedure for Return of Unsold/Damaged/Expired Products: In case of return products from Associate /Franchises /Distributor shall manage necessary arrangement to transporter which generally located in Town or City for return to fasalbazar warehouse . Transport charges shall be to Pay which company manage. Handling and forwarded expenses (Like from Partner location to Transporter office)of partner need manage itself.

22. Termination of agreement: Either party may terminate the contract by giving 30 days notice to the other party. On expiry of the notice, the agreement shall stand cancelled and revoked; but, without prejudice to the rights of either party against the other in respect of any matter or thing in existence prior to such cancellation/revocation. BANDHUJA BALAJI BIOSCIENCES, however, reserves the right to terminate immediately the distributorship/dealership without giving any notice as above in the event of contravention of any of the terms and conditions and 100% of the security deposit shall be forfeited. The agreement shall ipso facto terminate if:- (a) The Franchises /distributor or any member of the dealer's firm is adjudicated insolvent or effect composition with his creditors; (b) The proprietor/ partner of the individual concern/firm dies or partners of a partnership concern change or a partnership is dissolved. (c) The period of the contract expires, unless it is renewed; and (d) In the event of termination of the contract for any reason, the Franchises shall settle all the accounts of recoverable statement sent by BANDHUJA , within 30 days of receipt of the statement. Franchises /distributor will have no right to challenge cancellation of Franchises /distributorship made by the BANDHUJA BALAJI BIOSCIENCES at its own without assigning any reason.

23. Promotion: FASALBAZAR.COM may from time-to-time supply to the Franchises /distributor and his publicity materials, hoardings, posters, signboards, etc as deemed fit or necessary but shall be under no obligation to do so. Franchises /distributor has to participate in advertisement and publicity work taken up by BANDHUJA BALAJI BIOSCIENCES. from time to time.

24. Jurisdiction: All the disputes / differences or claims arising out of the dealership agreement shall have LUCKNOW as its jurisdiction.

DUTY AND CONFIDENTIALITY

Parties shall maintain confidentiality with respect to company's information including but not limited to company's policies, product details, etc., save and except to the extent that is required for furthering sale of products.

SPECIAL CONDITIONS Notwithstanding anything stated or provided herein, the company reserves its right to modify, alter or vary the terms and condition in any manner whatsoever they think fit and shall be communicated through official website or other mode as the company may deem fit and proper. Differences if any on such amendment shall be expressed / intimated in writing to the company within 7 days from the date of such amendment. In the absence of receipt of written objection, if any within such stipulated period, all such amendments to the agreement shall be considered as carried with the consent and thereafter any objection/difference shall be considered as waived/surrendered unconditionally.

Solemnly affirm and declare as follows:

1. That I have read and understood the terms and conditions for 'Independent Distributorship/ Franchises "of the Company.
2. I have also gone through the company official website, printed materials, brochures and convinced about the business and I have applied for the Distributorship or Franchises on my own volition.
3. I undertake not to misguide or induce any one I shall not misguide any one and appraise them the terms and conditions for anyone to become a distributor/ dealer to join the company.
5. I hereby agree and adhere to the terms and conditions as stipulated along with the application form and as mentioned above to agree to sale/supply the product on inducing price list.

IN witness whereof I herein have signed this Declaration/ Affirmation this day of < DOJ> in presence of the following Introducer.

Applicant Signature Signature	Introducer/Sales Officer
Account Manager BANDHUJA BALAJI BIO SCIENCES	Authorized Signatory BANDHUJA BALAJI BIOSCIENCES