

# SARVA AUSHADHI STORE PVT. LTD.

**Head Office:** Plot No. 300, Sector- 53, Phase-V,  
HSIIDC Industrial Estate, Kundli, Sub Tehsil Rai,  
Distt. Sonapat, Haryana

**Website :** www.sarvaaushadhi.store

**E-mail :** info@sarvaaushadhi.store

**Ph. No.:** 0130-2984905,+91-8979407085,

**CIN:** U51909DL2022PTC403272

**PAN:** ABJCS1928C



उचित दाम पूरा आराम

## DISTRIBUTOR APPOINTMENT FORM

(To be filled in by the Party)

1. Name of the Establishment : \_\_\_\_\_

2. Address of Business Premises : \_\_\_\_\_

Mobile : \_\_\_\_\_

Email : \_\_\_\_\_

3. Drug License No. : \_\_\_\_\_

4. GST No. : \_\_\_\_\_

5. PAN No. : \_\_\_\_\_

(XEROX COPIES OF Drug License No., GST No., FOOD LICENSE & PAN to be enclosed)

### BANK DETAILS:

6. Bank Name & Branch : \_\_\_\_\_

7. A/c No. & IFSC : \_\_\_\_\_

8. Branch Address : \_\_\_\_\_

9. Security cheques details (Min 3) Cheque no. 1 -

Cheque no. 2 -

Cheque no. 3 -

10. Distributor / Stockist ship /C&F held by the party:

Sr. No.	Company's Name	Stockist ship/ Distributorship/ C&A Agency/Any other	Present Monthly Turnover
1			
2			
3			

11. NO. of STAFF : \_\_\_\_\_

12. Godown Area Information : \_\_\_\_\_ Sq. ft.

I declare that the above is true to the best of knowledge. (We also agree to your terms and conditions)

**STAMP & SIGNATURE OF DISTRIBUTOR**

## **T& C for Distributorship of SARVA AUSHADHI STORE PVT. LTD.**

**SARVA AUSHADHI STORE PVT. LTD.** is pleased to appoint you as Super Distributor on the following terms and conditions:

1. Your appointment as Super Distributor is for our **SARVA AUSHADHI STORE PVT. LTD.** for \_\_\_\_\_ State & shall commence from \_\_\_\_\_.
2. Goods will be dispatched from Haryana & prices are exclusive of GST.
3. Security deposit is of **Rs. ONE LAC (1 Lac) Per DISTRICT**, and it will be multiplied with the number of district in the state. You may deposit amount in our Bank also. Bank details are :  
**Name: Sarva Aushadhi Store Pvt Ltd      Bank: HDFC Bank      Branch: Chandni chowk**  
**Account no.: 50200073314976      IFSC: HDFC0000553**
4. No interest will be paid on the deposit.
5. The super distributor shall provide to us three blank **Security cheques** in favor of **SARVA AUSHADHI STORE PVT. LTD.**
6. Distributor has to appoint Stockist in his assigned area and will get commission on the total sale as per the details given below:
  - A. **Generate 200 Store will get @ 5% on the total Sale**
  - B. **Generate 300 Store will get @ 7% on the total Sale**
  - C. **Generate 400 Store will get @ 10% on the total Sale**

**Or**

**Distributor & Company shall be treated as a partner with profit sharing of 50- 50% (Profit sharing will be done after deduction of taxes & expenses)**
7. **Cheque Bouncing:** For any cheque dishonor the bank charges will be charged @ RS. 1000/- per cheque & next three supplies will be made on advance payments only.
8. **PAYMENT: All bills should be cleared within 21 days from the date of invoice.**
9. **LEGALITY:** All dispute if any will be subjected to arbitration, or legal settlement in the court in Delhi only. **(All dispute arises are subject to Delhi jurisdiction only)**
10. **SUPPLIES:** Unrestricted supplies will be made to the party till 21<sup>st</sup> day from the date of invoice. Billing will be stopped automatically by the software as per the norms set for credit days.
11. The relationship between you and the Company shall be strictly that of principal to principal, and this Appointment in no way entitles you to represent the company as its representative or agent in any capacity other than specified in this appointment.
12. Any supplies made by the company would be as per our shipper pack or multiples of shipper packs thereof. Normally all order placed by you will be executed by the company as early as possible. However, you agree that under certain circumstances the Company may be compelled to substitute some part of your order with any other fast moving product.
13. You shall at all times, ensure that valid permits, authorizations, licenses etc. as required by the Drug department, Municipal corporation, Food & Drugs Authorities etc. are obtained by you and the same are valid and subsisting during the term of super distributorship with the company. You agree and undertake that you shall renew such licenses within the prescribed time. If due to non-compliance of any requirements under any law, statutory provisions and regulations, terms and conditions of this agreement on your part, the company is in any way affected prejudicially, the company shall be entitled to recover all costs and expenses incidental thereto from you and you shall at all times the company harmless and indemnified against all costs, expenses, damages, liabilities, losses, proceedings arising due to the same.
14. You shall place all orders to the company on your letterhead, giving full details of product, quantity, packing and delivery instructions and duly signed and stamped by you.

**STAMP & SIGNATURE OF DISTRIBUTOR**

15. Notwithstanding anything contained herein, the prices at which we would be supplying all product to you are inclusive of all schemes and discount, including Stockist discount, cash discount, free replacement and losses that you may suffer for breakage, leakages, damages, expiry and other Discrepancies, octroi reimbursement and any or all other discount for any matter whatsoever.
16. If you commit any breach of the terms and conditions herein contained, or your performance is not to the Company's satisfaction, the company shall terminate the agreement without assigning any reason & without any liability whatsoever towards any loss and /or damage that you may suffer in respect of such termination. It being clearly understood that such termination would be without prejudice to all rights and remedies available to the company against you for breach of performance, of any of the terms and conditions herein contained.
17. This letter of appointment is issued in your favor only, and you will have no right whatsoever to assign the same to another party without the written consent of the company.
18. It is expressly agreed that if there is any change in the constitution under which you carry on the distributorship business from the date hereof, you shall automatically terminate your appointment as our Distributor and the company may issue a fresh appointment to the reconstituted firm at its sole discretion on such terms and conditions as the company may deem fit.
19. All disputes of differences that may arise between the parties herein out of or relating to this appointment and the construction, meaning, operation and effect of this appointment or the breach thereof, Shall be settled by arbitration in accordance with the "Arbitration & Conciliation Act, 1996" and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration shall be at Haryana only. The governing applicable to the Agreement shall be the laws of India and the Jurisdiction in all matters shall be competent court of Haryana only.
20. The company may modify terms and conditions of this agreement by issuing a simple letter of amendment, which will be sent to the Distributor address by ordinary post. In case such amendment is not acceptable to the Distributor, the Distributor may in writing to the company opt to terminate this agreement.
21. It is expressly agreed between the parties hereto that no employee or any agent other than the head of the marketing is authorized to offer any rate, discount, free offer etc. or change the terms and conditions of this agreement or approve the credit notes to be issued to you.

In addition to the terms and conditions set out in this Agreement, the other terms of Distributorship shall be as per the terms of business annexed to the company's Price –list and shall be applicable to you as amended from time to time.

The company believes that the appointment will prove to be mutually beneficial and profitable and will give sufficient opportunity for constructive cooperation to the achievement of growth and prosperity. We shall appreciate your signing the duplicate copy of this letter of appointment as a confirmation of your acceptance.

Yours truly,

For **SARVA AUSHADHI STORE PVT. LTD.**

Directors/General Manager

I/We (Distributer) agree to the terms and conditions of the above Agreement

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SEAL OF THE FIRM \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

\_\_\_\_\_