

AGREEMENT FOR DISTRIBUTORSHIP

This deed of AGREEMENT FOR DISTRIBUTOR has been executed at VADODARA on 00 /00 / 2022

Between

M/S. RAJDEEP CHEMICALS & FERTILIZERS LIMITED, incorporated under company's Act 1956, as a public limited company vide **incorporation No.04/26482** dated 23rd June 1995 and had obtained Certificate for commencement of Business on 23rd July 1995 (From The registrar of the Company, Ahmadabad), (**CIN: U35117GJ1995PLC026482**), having it's Registered Office 503-506, **MONALISHA COMPLEX, SAYAJIGUNJ, VADODARA -390005 (Gujarat)**, Through its Chairman/Director **Deepesh A. Mishra** aged about 38 years .

(As the party of the **first part**)

AND

M/S. a PROPRIETORSHIP/ PARTNERSHIP FIRM/ Pvt. Ltd./Public Limited / Co-operative sector, having its registered office atthrough its Partner/ Proprietor/ Director/ Mr. aged about..... Years

.....(As the party of the **second part**)

WHEREAS

M/S. RAJDEEP CHEMICALS & FERTILIZERS LIMITED Is the Pioneer Manufacturers & Marketers' processors of Agricultural Inputs i.e., **ECO-FRIENDLY BIO-PRODUCT to sustain soil Health** & crop productivities under I.P.N.S & I.P.M programmed of Central/ State Govt.

The Production units of the company are situated **AT Plot NO. 288-289, G.I.D.C. ESTAT- National Highway no.8, RAMANGAMADI POR, TALUKA & DIST. VADODARA (Gujarat)**, which are being produced in a technical Collaboration & in a Joint venture of **M/S. APEKS G.P. International, Tel Aviv& M/S. Dulux Limited {Netanya (Israel)}**.

The Products are known in the market as **BHU-SHAKTI - ORGANIC FERTILIZER (CITY COMPOST), BHU-SHAKTI -BIO ENRICHED ORGANIC MANURE, BHU- SHAKTI – PHOSPHATIC RICH ORGANIC MANURE, MICRO- FERT –State Grades of Mixed micronutrients** (Soil Applications and Foliar Applications Grade) to Supply the Products to Govt. (which is being Covered under Provisions of F.C.O.1985) and also Company is sole Distributors to market the products of their sister Concerns **Dr. Mishra Fertilizers & Chemicals (, Prop. Dr Mishra Organic Farming certification Agency Pvt. Ltd.) Granulated N.P.K. (covered under provisions of F.C.O.1985.)**

AND

M/S. are willing to market the company's products (Here in after referred as _____ **DISTRICT DISTRIBUTOR**)

(The both parties are willing to write down the terms & conditions of the business in writing which shall be binding to both the parties.)

THE TERMS OF BUSINES

1. That the Territory of the operation of the DISTRIBUTOR shall be whole District DISTRIBUTOR OF _____ in the state of _____ in **INDIA**.
2. That the DISTRIBUTOR had deposited **SECURITY DEPOSIT** with the Company of Rs **10,00,000.00** (Ten Lakh Only) vide RTGS through _____ Bank On dated **00/00/2022** in Account of _____.
3. That this agreement shall be in force for a period of **35 months** and further period to be increased with mutual consent only.
4. That the products Covered under Provisions of Fertilizer Control Order 1985, Company had issued FORM – "O" in favors of the DISTRIBUTOR to get Registered the Products as whole sale Dealer Registration. from Local Department of Agriculture.
5. That till the issuing Irrevocable letter of credit to the company, DISTRIBUTOR will pay TRANSPORT EXPENCE immediate to the transporter as per Lorry receipt.
6. That the agent shell pays **100% advance** to the company as order advance, DISTRIBUTOR will pay interest **@24% p.m.** on the due pending amount after the due of credit period.
7. That **G.S.T. or I.G.S.T.** will be charged **@5%** extra as applicable.

8. That **DISTRIBUTOR** shall not be allowed to make any cash payment to any staff of the company or for any expenses on behalf of the company, **without written permission** from Regd. of the company.
9. That the Company shall be responsible for the quality of products & it's better results response in the all most crops cultivated in India. if the products are being used as per R&D Cell recommendations of the company in a Packed and sealed packing forever. although the usages of the products are not in the hands of the company.
10. That the products of the company should be applied in **75%** of the Cropped area and **25%** to be maintained as Control plot in each application of products. just to prove the efficacy and effects of the products from the supplied materials.
11. That in a case of free issued materials, **DISTRIBUTOR** had to get approval from Regd. office of the company, before issuing free materials.
12. That the **DISTRIBUTOR** has given **minimum sales Guaranteed** to the Company's products (per districts) as under:

SR.NO.	YEAR	MINIMUM SALE GUARANTEE IN TONES.
A.	DURING FIRST YEAR-2022-23	
	A. ORGANIC PRODUCTS	50
	B. COMPLEX FERTILIZERS	50
	C. OTHER PRODUCTS	50

13. That the **BOARD OF DIRECTORS** of the company will decide the **Sales INSENTIVES SCHEMES** for **quantity Sales Discounts**, if the **DISTRIBUTOR** exceed the sales Targets and the **DISTRIBUTOR** of the company to be entitled to get it as **EXTRA BONOUS as QUANTITY DISCOUNTS**. which to be paid by the company after deduction of TDS).
14. That once sold materials to the **DISTRIBUTOR**, shall not be taken back, without any Manufacturing defects.

15. That this agreement may be terminated by giving **60 days' notice** in advance by either party. And the account statements must be get settled **within 30 days** from the date of termination of notice served and after settlement of the accounts, company shall refund the Security deposit amounts **within 15 days** to the DISTRIBUTOR immediate.

16. In the event of any dispute arising between the Company and DISTRIBUTOR necessitating legal redress, the **Courts in VADODARA** shall be competent Court to decide the issue and shall have exclusive jurisdiction in that connection.

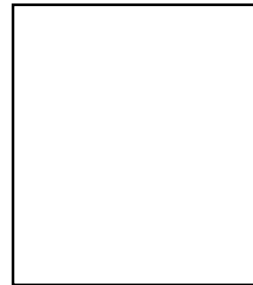
17. That if any dispute arises shall be settled through arbitration act otherwise the Jurisdictions shall be **VADODARA COURT ONLY**.

In witness of the parties, this deed of agreement has been executed.

For **M/S. RAJDEEP CHEMICALS & FERTILIZERS LIMITED**

[photograph of Deepesh A. Mishra]

Deepesh A. Mishra
(Chairman/Director)

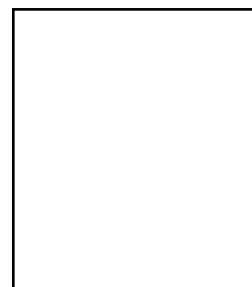


For **Distributor**

[photograph of Distributor]

(.....)

Proprietor/ Partner/Director



Witness:

Name

Signature

1. Shri _____

2. Shri _____
