

Part F: General Terms & Conditions of Business

Listed below are our general terms and conditions of conducting business

1. The company will designate an Area of Operation for the Distributor at the time of initiating the distributorship. The Distributor is required to restrict his operations to his designated Area of Operation only and should not venture beyond the area designated. However, subsequently, the Distributor can alter his Area of Operation but only after prior discussion with the responsible company official
2. The company will appoint a Territory Sales Manager (TSM) to serve the Area of Operation designated to the Distributor. While the TSM will be first point of contact for the Distributor and should be able to resolve all queries of the Distributor, the Distributor can at any point contact the other sales officials of the company responsible for this area. Further, for any queries the Distributor can contact the Head Office of the company by sending email at **customercare_uacisandb@universalagri.in** or by calling the Customer Care Helpline at **+91 8336929400**
3. In addition to the TSM, the company may appoint one or more permanent/ temporary sales team members to serve the area as it deems fit. The sales team members will primarily focus on conducting sales promotional activities in the area and engaging with existing or potential customers. The Distributor will be required to support the local sales team by guiding their sales promotional activities
4. The Distributor can place his orders with the respective TSM either verbally or in writing or through any documented communication. A confirmation of the material ordered by the Distributor will be shared with him on his registered mobile via SMS/ Whatsapp at the time the order is entered into the company's CRM solution. In case of any issues, the Distributor is required to contact the TSM urgently after receiving the intimation
5. The company will deliver material only against confirmed orders placed by the Distributor with the TSM. In case the Distributor ever receives any material not ordered by him, either in terms of quantity, packing sizes, or products, the Distributor is required to inform the company about the discrepancy, within 48 hours of receiving the material by sending email at **customercare_uacisandb@universalagri.in**. In the absence of any such emails or other documented communications, it will be assumed that the material received was as per orders placed
6. The company may deliver material at the location specified by the Distributor through 3rd party transporters either in full or part load at the cost of the company. At the point of receiving the material from the transporter, the Distributor will be required to physically inspect the material and check the quantity, weight and condition of material supplied
7. The company will only dispatch material which are in saleable & good condition. So, if any damaged material is ever received by the Distributor, it is likely that the goods got damaged in transit. In such a situation, the Distributor should not accept the material and should urgently inform the respective TSM of the company about the damage. If the Distributor accepts the material from the transporter, it should be only under express instruction of the respective Territory Sales Manager. Further, the Distributor is required to send email at **customercare_uacisandb@universalagri.in** this incident within 48 hours of receiving the material. In the absence of any such emails or other documented communications, it will be assumed that the material received was not damaged in anyway
8. The Distributor may be required to pay to the transporter the freight charges as directed by the company at the point of accepting delivery only after inspection of material. The Distributor may be reimbursed the freight paid either by way of deduction from the bill or through a Credit Note
9. If the Distributor reports to have received any material not ordered by him or any material damaged in transit, and the same is verified by the responsible company official, the company may take back the material in question and may make the appropriate adjustments in its books of accounts
10. The company will send a hardcopy of the invoice along with the material. On receipt of the invoice, Distributor is required to reconcile the quantity, packing size and product mentioned on the invoice with the material received. In case of any discrepancy, the Distributor is required to inform the company about the issue within 48 hours of receiving the material by sending email at **customercare_uacisandb@universalagri.in**. In the absence of any such emails or other documented communications, it will be assumed that the material received is as per invoice
11. The company will issue an official Price List of its products covering the area of operation of the Distributor at the beginning of each season. The Distributor is required to obtain a copy of this Price List either from the respective TSM or by sending an email at **customercare_uacisandb@universalagri.in**. The company will invoice its products only at the prices mentioned on the Price List. The Distributor should not expect any prices other than those mentioned on the Price List unless there is a documented communication of the same issued by the Head Office of the company.
12. The company may from time to time, issue benefit schemes covering the Distributor's area of operation. These benefits are typically linked to prompt payments and bulk sale volumes. The Distributor is required to obtain copies of these schemes from the respective TSM or by sending email at **customercare_uacisandb@universalagri.in**. The company will provide these benefits only by following the specific terms and conditions mentioned in the scheme. The Distributor should not expect any benefits other than those mentioned on the scheme unless there is a documented communication of the same issued by the Head Office of the company.
13. The company will only sanction the prices and benefits/ schemes mentioned on documented official communications issued by the Head Office of the company. The company will be under no obligation to accept any claims by the Distributor on prices or benefits/ schemes not mentioned on any official communications issued by the Head Office of the company for the Distributor's area of operation. If the local sales representative commits any special prices or benefits/ schemes, the Distributor is required to obtain an official communication of the same issued by the Head Office of the company before acting on the basis of such commitments
14. The company will accept payment only through Fund Transfers (RTGS/ NEFT/ IMPS) or crossed cheques drawn on any banks other than cooperative banks. The company will not accept any payments in cash. However, if in any special circumstances, the company agrees to accept payment in cash, the Distributor is required to obtain a Money Receipt of the company for such payments from the company official accepting this payment

Part D: Financial Information of Applicant

28) Primary Bank Account of Business*:

Name of the Bank

Name & address of Branch

IFSC Code of Branch

Account No Type of Account: Savings/Current/OD

29) Does the applicant have CC/OD facility from any bank*? Yes / No

If Yes, Name of Bank

Name & address of Branch

CC/OD Limit (Approx. in Rs lakhs)

30) Security Deposit* of Rs. paid through Cheque No. / RTGS

31) Is the Office/ Shop used by the Distributor, owned by the Distributor*? Yes / No

If Yes, approx. size Address:

32) Is the Godown used by the Distributor, owned by the Distributor*? Yes / No

33) If Yes, approx. size Address:

34) Number of staff employed by the applicant

35) Does the applicant own any 2-wheeler? Yes / No

If Yes, Number of such vehicles used for Business / Personal / Both

36) Does the applicant own any 4-wheeler? Yes / No

If Yes, Number of such vehicles used for Business / Personal / Both

37) Brief details of property owned by the applicant*:

Does the applicant own any land parcels? Yes / No

Does the applicant own any house property? Yes / No

Part E: List of Documents to be Provided

Signed, sealed and dated Distributorship Form along with the following mandatory documents	
For Proprietorship	<ol style="list-style-type: none"> Signed copy of ID Proof (Aadhaar Card/ Passport/ Driving License) Signed copy of Address Proof (Aadhaar Card/ Passport) Signed copy of PAN Signed copy of GST Certificate (if applicable) Signed copy of Seed License Statement of primary bank account(s) of business evidencing debit and credit transactions, for the last 3 months
Additional documents for Partnership Firm	<ol style="list-style-type: none"> Signed copy of registered partnership deed Authorization from all partners allowing representative to act and sign on behalf of the firm
Additional documents for Private Limited Company	<ol style="list-style-type: none"> Signed copy of Memorandum and Articles of Association BOD resolution allowing representative to act and sign on behalf of the company

Customer Care

Mob No: 8336929400

Email: customercare_uacisandb@universalagri.in

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Atwar Rahman
Proprietor

15. The Distributor paying through cheque must ensure that the cheque issued by him is honored on the date of the cheque. If the bank on whom the cheque is drawn, dishonors the cheque for reasons related to "Insufficient Funds", then the company will levy a cheque Dishonor charge on the Distributor without prejudicing its right to seek legal recourse for such dishonor
16. The company will provide a standard credit period of 60 days from the date of the invoice. The company may offer Cash Discounts for paying dues within 60 days, the details of which are usually provided in the Price List or Schemes applicable for the period. Dues remaining unpaid above 180 days will be considered as Overdue. The company may levy interest on Overdue payments
17. The company will generally not accept any Sales Return unless the material supplied were damaged in transit. However, for select products, the company allows Sales Return within certain limits and under certain conditions, the details of which are available in the yearly Sales Return policy. The Distributor is required to follow the terms of this policy for matters relating to Sales Return and obtain prior approval from the responsible sales official before dispatching material. The company will not provide any credit for material returned in violation to its Sales Return policy
18. The Distributor is required not to enter into any financial transactions with any member of the sales team, either in the form of material or funds. All such transactions will be considered as personal and unsanctioned and the company will not be liable for the outcome of such transactions
19. The Distributor will not handover any material to any member of the sales team without specific written instruction issued by the Head Office of the company
20. The Distributor is required to maintain the integrity of the packaging in which the products are supplied by the company at all times and is required not to tamper with the packets, designs, logos and trademarks of the company in any way. Any unauthorized use of the company's designs, logos and trademarks will be counted as an infringement of the intellectual property rights of the company
21. The Distributor is required to comply with all requirements of GST as applicable to him, related to periodic Returns, Credit Notes and others with respect to its transactions with the company. Further, the Distributor may be required to share with the company, upon request, documents supporting compliance of such requirements of GST
22. The company will share with the Distributor, an Account Statement at the end of every 6 months either on his registered email or through any other preferred mode of communication. However, the Distributor can ask for his updated account statement at any time by sending email at customercare_uacisandb@universalagri.in. or by calling the Customer Care Helpline at **+91 8336929400**
23. The company will share with the Distributor, a Confirmation of Accounts at the end of each financial year either on his registered email or through any other preferred modes of communication. The Distributor is required to review the account statement and reconcile the balance on the statement with the balance in his books of accounts. Upon completion of review, the Distributor will be required to sign and seal on the Confirmation and hand it over to the TSM
24. In addition to these, the company may from time to time issue communications on these and/ or other business policies which may, from the date of such communication, supersede any business practices or policies previously followed by the company including but not limited to the ones mentioned above
25. Disputes, if any, will be subject to the jurisdiction of the courts of Kolkata, West Bengal

I, _____ acting on behalf of _____
 (Name of Representative*) (Name of Distributor*)

hereby acknowledge that

1. I have read, understood and agreed to all the terms and conditions of business
2. All information provided in this form as well as in the enclosed documents, if any, are provided by me and are true to the best of my knowledge and understanding

Atowab Rahman

(Signature of Representative of Distributor*)

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Atowab Rahman
 Proprietor

(Stamp of Distributor*)

Date: _____

Place: _____

Name of Company Official	Signature of Company Official

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Atowab Rahman
 Proprietor

For Internal Use

Checklist for Sales Team Member Opening Distributorship

	Particulars	Yes	No
	Distributorship Form		
1	14 Mandatory fields on Page 1 filled up		
2	4 Mandatory fields on Page 2 filled up		
3	3 Mandatory fields on Page 3 filled up		
4	6 Mandatory fields on Page 4 filled up		
5	4 Mandatory fields on Page 6 filled up		
	Signature of representative added on Page 1		
	Photograph of representative affixed on Page 1		
	Signature of representative added on Page 2		
	Supporting Documents		
	ID Proof (Aadhaar Card/ Passport/ Driving License)		
	Name on ID proof tallies with PAN		
	Signed and stamped		
	Signed copy of Address Proof (Aadhaar Card/ Passport)		
	Name on address proof tallies with ID Proof		
	Address on address proof tallies with PAN / License		
	Signed and stamped		
	Signed copy of PAN		
	Name on PAN tallies with ID proof		
	Signed and stamped		
	Signed copy of GST Certificate (if applicable)		
	Name on Certificate tallies with ID Proof		
	Signed and stamped		
	Signed copy of Seed License		
	Name on license tallies with ID Proof		
	License is valid on the date of form		
	If not, proof of application for renewal has been collected		
	Signed and stamped		
	Statement of primary bank account(s) of business		
	Name on account tallies with ID Proof		
	Period is for last 3 months		
	Primary bank account of business with significant transactions		
	Signed and stamped		
	Blank Cheques		
	3 cheques		
	Not of any cooperative banks		
	Contains valid signature of representative and stamp		
	Contains no date		
	Is not crossed		
	Security Deposit has been collected		
	Effect on Existing Network		
	Name of the nearest distributors (can be more than 1)		
	Distance from the nearest distributors		

Approved By:	
Name of Company Official	Signature of Company Official

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AHOWAB Rahman
 Proprietor

Part C: Market Intelligence & Sales Plan

21) Which Field Crops are primarily cultivated in this area?

Paddy			
Type	Key Variety	Companies Offering Them	Approx. Volume (In MT)
OP			
OP			
OP			
Improved / HYV			
Improved / HYV			
Improved / HYV			
Hybrid			
Hybrid			
Hybrid			
Wheat			
Type	Key Variety	Companies Offering Them	Approx. Volume (In MT)
Mustard			
Type	Key Variety	Companies Offering Them	Approx. Volume (In MT)
Maize			
Type	Key Variety	Companies Offering Them	Approx. Volume (In MT)

22) What are the important Vegetable crops cultivated in this area?

Crops	Key Variety	Key Brands	Approx. Volume (In MT)

23) Which are main companies operating in this area?

Company Name	Key products	Approx. Turnover	Sales Team Size	Mode of work

24) What is your sales plan for our products in coming years*?

Name of the Product	Quantity (MT)	
	Year 1	Year 2
Field Crop		
Field Crop		
Field Crop		
Field Crop		
Vegetable		
Vegetable		
Vegetable		

25) What is the area for which you seek our Distributorship (Area of Operation)*?

26) Name your preferred Transporter / Courier*

27) Please share if you have any suggestions to improve business

Part B: Business Background of Applicant

12) Year of Establishment:

13) Number of years for which you are dealing in Seeds:

14) Are you a Distributor of any other company dealing in Field Crops*: Yes / No

15) If yes, please share the following details on your business with these companies:

Company Name	Vintage of Relationship (In years)	Key Products Sold Last Year	Approximate Turnover Last Year

16) Are you a Distributor of any other company dealing in Vegetables*: Yes / No

17) If yes, please share the following details on your business with these companies:

Company Name	Vintage of Relationship (In years)	Key Products Sold Last Year	Approximate Turnover Last Year

18) Details of important markets/ regions in your area:

Name of the Market/ Region	Your approx. turnover from the market/ region	No. of your Retailers at the market/ region	Name of key Retailers
			1. 2. 3.
			1. 2. 3.
			1. 2. 3.

19) Are you involved in any other businesses related to agriculture*? Yes / No

If yes, please share if you are dealing in

Fertilizers as Distributor of _____

Pesticides as Distributor of _____

Others (specify) _____

20) Are you involved in any other businesses **NOT** related to agriculture*? Yes / No

If yes, please share broad overview of the nature of business

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*Atowar Rahman*²

Proprietor