

# Zaykana Foods India Pvt. Ltd.

Corporate Office : 348/A, Balabhau Path, Nagpur - 440 017 (M.H.) India  
Branch : Shop No. 60, Mirchi market, Kalamna, Nagpur - 440 035  
Mob. 9607220011, 8888809329



## SUPER STOCKIST / DISTRIBUTER APPLICATION FORM & AGREEMENT

1. SS / DISTRIBUTOR Name..... AREA .....  
GST No..... PAN No. ....
2. PROPRIETOR / PARTNER / DIRECTOR Name .....
3. ADDRESS of BUSINESS .....
4. ADDRESS of RESIDENCE .....
5. CONTACT DETAILS (I) Landline STD Cods..... No.....  
(II) Mob. No.....  
(III) Email .....
6. CONSTITUTION OF APPLICANT (If Business is Partnership / LLP / Pvt Ltd)

### I} Details of Partners / Directors :

Name Of Partners or Directors	Age	Address	Mob.No//Email

### II} Manpower :

No of Sales Staff ..... No of Total Employees .....

7. INFRASTRUCTURE & TRANSPORTATION DETAILS:  
(I) Office premises Owned / Rented .....
- (II) No of Warehouse ..... ; Total Area .....
- (III) No of Total Delivery Vehicles.....

### 8. BUSINESS ASSOCIATIONS(S):

Name of Company	Status	Area Covered	Products	Turnover (Annual)

9. FINANCIAL DETAILS:  
(I) Net Worth of Your Business .....
- (II) Currently Banking With .....
- Bank A/c No. ....

# Zaykana Foods India Pvt. Ltd.

Corporate Office : 348/A, Balabhau Path, Nagpur - 440 017 (M.H.) India

Branch : Shop No. 60, Mirchi market, Kalamna, Nagpur - 440 035

Mob. 9607220011, 8888809329



10. SECURITY DEPOSIT AMOUNTS Rs.....(.....)

11. SECURITY CHEQUE (Blank Two) No..... & .....

12. PAYMENTS TERMS ALLWAYS RTGS/NEFT (CASH Transactions NOT validated)

13. TERMS & CONDITIONS / AGREEMENT

**13.1 ZAYKANA FOODS INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013(18 of 2013) having its CIN is U15490MH2022PTC383741 & Registered office at 348/A, BALABHAUPETH, NAGPUR-440017 (hereinafter referred to as "**Zaykana Foods**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

**13.2** The sale of the goods by Zaykana Foods shall be on payment by RTGS/Demand Draft/cheque against supplies made as may be required by Zaykana Foods from time to time. The discretion of Zaykana Foods on choice of mode of payments shall be final and binding upon the SS/DISTRIBUTOR.

**13.3** Such payment against dispatch shall always be of essence to the transaction, which Zaykana Foods may accept to execute in whole or in part on receipt of the written or oral order of supply from the SS/DISTRIBUTOR.

**13.4** For the sake of administrative convenience, the SS/DISTRIBUTOR may of his own accord and at his option keep with Zaykana Foods – duly signed, crossed 'account payee only' cheque drawn in the name of Zaykana Foods India Private Limited, with the direction to Zaykana Foods to fill up the amount of the bill/invoice of the goods dispatched/received/and confirmed by the SS/DISTRIBUTOR.

**13.5** The signed cheques, until and unless contramanded, shall be deemed to constitute a representation and assurance on the part of the SS/DISTRIBUTOR, to Zaykana Foods that the SS/DISTRIBUTOR has sufficient funds with his banker to cover the amount of the cheque.

**13.6** The SS/DISTRIBUTOR shall keep with Zaykana Foods a continuing security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) The security Amt is **Refundable** at the time of termination of the agreement.

### **13.7 Unpaid Cheque**

Each sale to the DISTRIBUTOR shall be treated as a cash sale and in case the said cheque is not realized within their reasonable period or returned unpaid then the SS/DISTRIBUTOR would replace the said cheque by RTGS /Demand Draft payment only within seven days of intimation from Zaykana Foods to the SS/DISTRIBUTOR; failing which Zaykana Foods shall initiate legal action and also terminate this agreement if deem necessary by Zaykana Foods. In case the cheque issued by the SS/DISTRIBUTOR is dishonoured except due to fault of Zaykana Foods, the charges for such dishonour shall be payable by the SS/DISTRIBUTOR.

**13.8** Goods will be dispatched according to the availability and suitability of the mode of transport at Zaykana Foods (The risks of any loss or damage of the goods are subjects to the INSURANCE.)

### **13.9 SS/DISTRIBUTOR service & support**

The SS/ DISTRIBUTOR shall be primarily responsible for markets/territories covered by his operation in order to provide prompt, equitable and effective distribution services.

### **13.10 Business Promotion activities responsibility**

Zaykana Foods in the brand/product promotion exercises undertaken from time to time, through sales promotion exercises/schemes/ contests/ trade discounts etc.

### **13.11 Secrecy / Confidentiality**

The SS/DISTRIBUTOR undertakes that all information, arising out-off and in the course of this agreement, pertaining to the sale of the products, including formal records, summaries and reports as mentioned above, shall be treated as confidential information. The DISTRIBUTOR shall use its best endeavour to ensure that the employees who have authorised access to such information shall keep it confidential and in secrecy.

The DISTRIBUTOR acknowledges that any breach of such condition would injure Zaykana Foods irreparably and that money damages alone would not sufficiently remedy for such breach. In addition Zaykana Foods shall be entitled to its rights of specific performance and injunctive relief under the terms of this Agreement, which relief would be without prejudice to any other rights and remedies available under the law.

### **13.12 Duration of the Agreement and Renewal**

This Agreement shall be in force unless and until terminated as mentioned in para 13.13 below

### **13.13 Termination**

This agreement may be terminated by either Party without assigning any reason by giving 90 days written notice to Zaykana Foods or In the event of a breach /violation of the any of the terms, conditions and obligations OR by Mutual consent.

OR Zaykana Foods can terminate this agreement on the happening of any one or more of the following events

# Zaykana Foods India Pvt. Ltd.

Corporate Office : 348/A, Balabhau Path, Nagpur - 440 017 (M.H.) India  
Branch : Shop No. 60, Mirchi market, Kalamna, Nagpur - 440 035  
Mob. 9607220011, 8888809329



- i. In case of individual or sole proprietary concern, on the death of the individual or sole Proprietor or any change in the status or ownership or conversion to partnership firm or any other form of trading.
  - ii. In case of Partnership firm, a change in the constitution of the firm by death dissolution, taking in a new partner or dispute among partners inter-se or otherwise changing the structure/management of the SS/DISTRIBUTOR business without notice to Zaykana Foods.
  - iii. The SS/DISTRIBUTOR business closes down or wound up.
  - iv. In the event the DISTRIBUTOR committing any violation of application of statutory rules or regulations.
  - v. In the event of an abandonment of the present agreement which would be reflected by failure for placing order for stocks for ensuring compliance of service requirements under the terms of this agreement for a period of excess of 6 months.
  - vi. In the event of any representation, declaration made by the SS/DISTRIBUTOR to Zaykana Foods being found to be incorrect or in the event of the SS/DISTRIBUTOR failing to make full disclosure of current financial position or status of the business or other pertinent details at the time of appointment or failing to intimate to Zaykana Foods particulars of any change in the status, constitution, management of the SS/DISTRIBUTOR business.
- 13.14** The SS/DISTRIBUTOR shall not be entitled to any compensation or damages from Zaykana Foods for termination howsoever occasioned.

### 13.15 Trademark

The SS/DISTRIBUTOR should not use the trade name, logo, trademark, design, copyright belonging to Zaykana Foods

### 13.16 SS/ DISTRIBUTOR Employees

- (a) It is expressly agreed and understood between the parties that all the staff and personnel employed by the SS/DISTRIBUTOR are and all time be and remain as SS/DISTRIBUTOR's employees. Such persons engaged by the SS/DISTRIBUTOR in connection with the performance of the obligations under this Agreement, shall at no time become or be deemed to have become Zaykana Foods's employees, agents, representatives or servants.
- (b) As their clear and rightful employer the SS/DISTRIBUTOR shall have the exclusive liability and responsibility for compliance of requirements under various enactments, laws and other obligations with regard to these employees.
- (c) The SS/DISTRIBUTOR undertakes to keep Zaykana Foods fully and completely harmless and indemnified against any claim demand made on Zaykana Foods by the SS/DISTRIBUTOR employees or any statutory authority and/or government.

**13.17** All disputes between the parties, relating to or arising from this agreement shall in the first instance resolve through mutual discussions by the parties. Any unresolved disputes shall be referred to the NAGPUR JUDICIARY.

IN WITNESS whereof the parties hereto have hereunto duly executed these presents the day, month and year first above return.

Signed sealed and delivered by <b>Zaykana Foods India Private Limited</b>  Signature:..... <b>REGIONAL SALES MANAGER/GENERAL MANAGER</b>  Name : _____	Signed sealed and delivered by the SS/Distributor <b>M/s _____</b>  Signature:..... <b>SOLE PROPRIETOR/MANAGING PARTNER/DIRECTOR</b>  Name : _____
--	--

in presence of :-

Witness

1. ....

Witness

2. ....