

CIN No. U01110HR2021PTC094912

GSTIN :- 06AAFCH7770L1Z4

A Collaborated Panel of AFFED + ICAR-National Research Centre

Independent Partnership Agreement

Kisan Vikas Sadan / Supply Partner
&
AFFED - Farmer Producer Organisation

(केवल किसान उत्पादक समूह के शेयर धारकों के लिए)



A Group of Farmer Producer Organisations
Promoted By Advance Farmer Federation for FPOs (India)

(भारत सरकार द्वारा अनुमादिन FPO गाईडलाइन के तहत)

A UNICORN



AFFED



सबकी थाली.. बिना जहर वाली

P. Code No.

Name

Mobile

Agreement No.

Location

Nature

FRANCHISEE /SUPPLY PARTNERS DETAILS

Nature of Partnership :

Franchisee ☐

Supply Partner ☐

Name :

AADHAR/CIN/DIN/GSTIN No.

Date of Birth

PAN No.

Mob. No.

E-mail :

Nominee Name Relation

Complete Address :

Block..... Distt.

State..... Pin No.

Bank Account Details

Print Name in Account :-

Account No :

IFSC CODE:

AFFIX PHOTO
(3.5cm x 4.5 cm)

ORGANISATION BANK ACCOUNT DETAIL AFFED FARMER PRODUCER CO. LTD.

GSTIN:- 06AAFCH7770L1Z4

CIN:- U01110HR2021PTC094912

Bank Account Details (Current Account)

Print Name in Account :-

AFFED FARMER PRODUCER CO. LTD.

Account No : 43189938452

IFSC CODE: SBIN0001566

Branch Code : 01566

MICR : 125002054

BANK BRANCH ADDRESS : CCS. HAU., HISAR (HARYANA)

Scan QR Code



(All payments and Deposits well be accepted within above mentioned account through
DD/INTERNET/ CHEQUES/ CASH DEPOSIT/UPI/NEFT/RTGS etc.)

AFFED + KVS Organic Culture Organisation:

Welcome to KVS Organic Culture Organisation

We're a non-profit initiative dedicated to promoting sustainable farming practices, organic culture, and environmental stewardship. Our mission is to empower farmers, foster community engagement, and cultivate a greener tomorrow.

Our Story

Founded by Ramesh Gundal, Managing Director {(Administrative Experience as Gazetted Officer In Education Department Haryana State Policy (SCERT) and Panchayat Department Haryana (HIRD)} KVS Organic Culture Organisation is driven by a passion for eco-friendly living and sustainable agriculture. With years of experience in organic farming, we're committed to sharing our knowledge and expertise with the community.

Our Mission-

- Promote sustainable farming practices and organic culture
- Empower farmers and foster community engagement
- Cultivate a greener tomorrow for future generations

Our Values

- Environmental stewardship
- Community
- Driven initiatives
- Eco-friendly living
- Sustainable agriculture

Get Involved

- Partner with us to promote sustainable farming practices
- Join our community outreach and education programs
- Support our initiatives and events

Contact Us

01662319166 | mykvshau@gmail.com

AFFED FARMER PRODUCER ORGANISATION FRANCHISEE/SUPPLY PARTNER AGREEMENT

THIS FRANCHISEE [(Village Level Entrepreneurship/ KISAN VIKAS SADAN), (FPO) (KISAN HAAT)] / BLOCK, DISTRICT, STATE
SUPPLY PARTNER (SP) AGREEMENT made and entered at
..... on thisday of
.....20____

BY AND BETWEEN

AFFED FARMER PRODUCER ORGANISATION, incorporated under the FARMERS PRODUCER ORGANISATION, companies Act, 1956, and having its principal office at **1st Floor, KHASRA No.856/709 (NEAR CCHAU GATE No.2) AGGARSAIN COLONY BALSAMAD ROAD HISAR. (HARYANA), INDIA 125001**, hereinafter referred to as '**AFFED FARMER PRODUCER ORGANISATION**' **PROMOTED BY AFFED (A FEDERATION OF ADVANCE FARMER FOR FPOs INDIA)** (which expression shall unless otherwise repugnant to the context or meaning thereof be deemed to include its successors in business and permitted assigns) of the **ONE PART**

AND

THIS FRANCHISEE (Village Level Entrepreneurship / Kisan Vikas Sadan), (FPO) (KISAN HAAT) and SPs at
.....on behalf of Sh.
..... an adult and **Indian HABITANT** holding PAN -;
ADHAR NUMBER/CIN/DIN/GISTINhereinafter called
'The Franchisee' (which expression shall unless otherwise repugnant to the context or meaning thereof be deemed to include his successors, legal heirs, attorneys and permitted assigns and or partners and or heirs and or executors and or administrators of the 1st surviving partners etc.) of the **OTHER PART ETC.**

OR, a partnership established under the Indian Partnership Act, 1932 and having its registered office at, represented herein by, Managing Partner (hereinafter referred to as the 'The Franchisee' which expression shall unless repugnant to its context, include its successors-in-interest and permitted assigns) of **OTHER PART**

OR, a sole proprietorship and having its registered office at, represented herein by, proprietor (hereinafter referred to as the 'The Franchisee' which expression shall unless repugnant to its context, include its successors-in-interest and permitted assigns) of **OTHER PART**

PREAMBLE 1. AFFED FARMER PRODUCER ORGANISATION is engaged in the business of distribution of, but not limited to, Agri inputs and other consumer goods *under its trade name, licenses & authorization from RFPO/ suppliers and trade mark* by setting up a chain of Offline and Online supply partners across PAN India in the course of which the Franchisor inter alia:

- a) Manufactures, and Supply agro inputs and other range of consumer products; – viz – Organic Manures, Agri Implements and other Consumer Goods.
- b) Operates a Independent PARTNERSHIP of high quality comprehensive and distinctively designed office brick and mortar franchisee KISAN VIKAS SADAN, KISAN HATT and INDEPENDENT SUPPLY PARTNER to SUPPLY products supplied by ORGANIZATION at VILLAGE, Taluka, Block or Town, DISTT. AND INTER STATE level. These INDEPENDENT PARTNERSHIP are further assisted in liquidation of their SUPPLY by a battery of Online Village Level Entrepreneurship/ KISAN VIKAS SADAN, (FPO) (KISAN HAAT) created with support and assistance of ORGANISATION and assigned to him in his territory, who serve as the AREA level for the SHARE HOLDER PARTNERS AND CONSUMERS (ONLY THE SHARE HOLDERS OF ORGANISATION).
- c) has technical expertise and know-how to handle agri inputs to SUPPLY/SERVICE related products;

2. The INDEPENDENT PARTNER is the lawful possessors and is in exclusive possession of the immovable property and is otherwise sufficiently entitled with all rights to the piece and parcel of the property addressed as, comprising of the Said Premises admeasuringsq. ft. Carpet Area (approximate) lying being and situated within the limits of PANCHAYAT/Municipal Corporation and within the jurisdiction of registration District (Hereinafter referred to as "SHOP/SAID PREMISES/ SAID PROPERTY" along with the right of way, right to use the common areas, facilities and utilities of the said commercial place together with all other facilities which are installed/ provided/ known to exist in the common areas of the said shop) and whereas The Franchisee hereby has offered the Said Premises, to Organization/Organizations for setting up its supply outlet cum showroom, cum office space under its Trade Name "KISAN VIKAS SADAN / KISAN HAAT" & Common Service House (CSH)

and has agreed to assist the INDEPENDENT PARTNERS in supplying *the products supplied by ORGANISATION/ ORGANIZATIONS and supplying them only and only to the share holding Partners (farmers and farmer consumers) i.e. farmers directly from his field and / or through the connected Online Village Level Entrepreneurship/ KISAN VIKAS SADAN /KISAN HAAT/CSH/SPs* on the terms and

conditions herein contained and expressly mentioned and mutually agreed upon by and between the Independent partners mentioned herein.

RECITALS

I. The Independent Partner hereby agree that this agreement is in supersession of all previous agreements and arrangements, oral or in writing, that may have been executed between the Independent partners.

II. ORGANISTION is desirous of dealing with Franchisee/ SP for carrying out the business in accordance with the terms hereof, and Franchisee/SP being desirous of obtaining the benefits of the ORGANISATION knowledge, expertise and goodwill and the demand for the Products and Services, has requested ORGANISATION to grant to FARMER Franchisee to supply the agri inputs and other consumer products of FPOs offered by ORGANISATION at the territory mentioned in Annexure "1" (hereinafter for the sake of brevity referred to as the "said activity").

III. The Franchisee/ SP has agreed to grant and the ORGANISATION has agreed to conduct the business from the Said premises for a period of 5 (FIVE) Years commencing from the effective date on the terms and upon the conditions agreed to between the partners herein.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE INDEPENDENT PARTNERS HERE TO AS FOLLOWS:

ORGANISATION hereby appoints The Franchisee/SP in its Territory as defined in **Annexure ...1....**The Franchisee/SP agrees and undertakes that the Franchisee/SP shall not sell, distribute or deal with, whether directly or indirectly, the Products in any other territory without the specific written consent of the Organisations. The Franchisee/SP shall act strictly in accordance with the accepted conditions stipulated herein by **ORGANISATION** and within the specified Territory as assigned by **ORGANISATION** from time to time. Any violation of setting up SUPPLY in the area other than the Territory assigned by **ORGANISATION** shall be liable for penal action as deemed fit by **ORGANISATION**

The Franchisee/SP shall timely inform about any change in its constitution whether in the identity of its sole proprietor or partners or in the deed of partnership in the event of death/removal/resignation of any partner. Similarly in case of a Co-operative Society, any change in its constitution and in case of a limited company, any substantial change in its Shareholding, the said changes shall be informed timely to the **ORGANISATION**.

In all the contracts or engagements entered by the Franchisee/SP for distribution or in connection thereof, the Franchisee shall act and shall always be deemed to have acted as a principal and not as an agent or joint venture partners or on account of **ORGANISATION** and **ORGANISATION** shall otherwise not in any way be liable in any manner in respect of such contracts and / or engagement and / or in respect of any act or omission on the part of the Franchisee/SP, their staff, agents and workmen in regard to such sale, distribution or otherwise, and the Franchisee/SP shall be bound to inform the organisation in writing of this provision, through correspondence or at the time of entering into such contract or engagement

TERM OF APPOINTMENT This appointment will be for an initial period of **three years (one year lock-in-period and after that for return security deposits in 24 instalments)** and deemed to have commenced with effect from the date of signing of this agreement.

TERM the first year shall be lock-in-period during which both the partner shall undertake the said activity and comply with the terms as specified in this agreement and that no partner shall be permitted to terminate the contract.

TERM Subsequent after the lock-in-period, *the agreement may be terminated with assigning any reason, by either partner by giving 6 months prior notice in writing to the other of its intention to terminate this agreement and upon the expiration of such notice, this agreement shall stand forthwith terminated/ cancelled/revoked, but without prejudice to the rights of either partner against the other in respect of any matter or thing antecedent to such termination.*

TERM The agreement, unless terminated, may be extended for every ...5 FIVE. Years and on such terms and conditions as may be agreed by mutual consent.

TERMINATION This Agreement may be terminated by the ORGANISATION forthwith on the happening of any one or more of the following events:

- I. In the event of the Franchisee/SP being an individual dying.
- II. In the event of the Franchisee/SP being in the opinion of the ORGANISATION (whose opinion shall be final) incapable of complying with this Agreement.
- III. In the event of the Franchisee/SP becoming or being adjudged insolvent or making a composition with his creditors or being a ORGANISATION going into liquidation either voluntary or compulsory or in the event of the financial position of the Franchisee/SP or at any time during the currency of this Agreement being considered by the ORGANISATION (whose opinion shall be final) to be unsound.
- IV. In the event of the Franchisee being a partnership firm (including a limited liability partnership), without the written consent of the ORGANISATION previously given altering the constitution of the firm either by dissolution or by taking in any new partners or

otherwise changing the constitution, organization or management of the Franchisee's/SP's business.

V. In the event of the commission by the Franchisee of a fraud on the ORGANISATION in connection with this Agreement or upon the Franchisee failing to carry out any stipulation contained in this Agreement for seven days after being required in writing so to do by the ORGANISATION.

VI. In the event of any lawful authority ordering the ORGANISATION to terminate the franchisee/ SP .

VII. Change in constitution of the Franchisee/SP. For the purpose of this Agreement, a change in constitution shall mean any change in the shareholding pattern or board of directors or partners or ownership, as the case may be, of the Franchisee/SP.

VIII. Any breach by the Franchisee/SP of the terms of this Agreement

Without prejudice to the right of the ORGANISATION to terminate this Agreement forthwith, either Partner may terminate this Agreement without assigning any reason by giving to the other Partner Six Months' Notice in writing, which notice may be sent by post, telegram or cablegram, (email) Addressed to the usual place of supply point of the addressee and shall be deemed to have been received by the addressee at the expiry of 72 hours from the date of dispatch if by post or at the expiry of 24 hours after dispatch if by telegram or cablegram. On the termination of this Agreement the Franchisee/SP shall forthwith return to the ORGANISATION all books, documents, papers and other property of the ORGANISATION in the possession or control of the Franchisee/SP. It is further clarified that upon

termination of this Agreement by either Partner, the Franchisee/SP shall continue to comply with all his obligations in terms of this Agreement till distribution of the entire Products held with the Franchisee/SP at the time of termination of this Agreement.

There shall be termination of present agreement upon the Franchisee/SP indulging in any acts opposed to Public Policy.

Remedies. Upon the occurrence and during the continuance of a Material Breach ORGANISATION, at its option, may terminate partially or fully the exclusive right of Franchisee/SP to exploit the Franchisee/SP Rights granted as per this Agreement.

Mitigation. ORGANISATION shall have the right, but not the obligation, to take such action as it may deem necessary or appropriate to cure or remediate any Material Breach, but no such action, cure or remediation shall constitute a waiver of any of ORGANISATION rights or remedies hereunder or under Applicable Law with respect to such Material Breach. Any such actions taken by ORGANISATION shall be at the sole expense of Franchisee/SP.

Automatic Termination. Upon the occurrence of a Material Breach specified in this Agreement, the Agreement shall terminate without the need for any Partner to take any further action.

On termination of Franchisee's/ SP's appointment, the Franchisee/SP shall forthwith return to ORGANISATION all books, documents, papers and other property of ORGANISATION in Franchisee's possession or control.

On termination of this agreement, the Franchisee/SP shall not engage or be interested as Franchisee/SP in any PARTNERSHIP, firm or organisation manufacturing, selling or dealing in products similar to those of ORGANISATION for a period of 5 (five) years from the date of termination. **Duplicate point Check.**

SECURITY : SUPPLY PARTNERS hereby agrees to pay a sum of :

- Rs. 1,80,000/- One Lac and Sixty Thousand (Rs. 1,60,000 for one time stock order + 20,000 Contribution Amount) for Kisan Vikas Sadan)
- Rs. 10,20,000/- Ten Lacs Twenty Thousand For Block Supply Partners (Rs. 5,00,000/- + 5,00,000/- for stock order + Rs. 20,000 Contribution Amount)
- Rs 20,20,000/- Twenty Lacs Twenty Thousand for District Supply Partners (Rs. 10,00,000/- + 10,00,000 for stock order + Rs. 20,000 Contribution Amount)
- Rs 50,20,000/- Fifty Lacs Twenty Thousand for State Supply Partners (Zone) (Rs. 25,00,000/- + 25,00,000/- for stock order + Rs. 20,000 Contribution Amount)
- Rs. 1,00,20,000/- One Crore Twenty Thousand for State Supply Partners (Rs. 50,00,000/- + 50,00,000/- for stock order + Rs. 20,000 Contribution Amount)
- Rs 10,00,20,000/- Ten Crore Twenty Thousand for National Supply Partners (Zone) (Rs. 5,00,00,000/- + 5,00,00,000 for stock order + Rs. 20,000 Contribution Amount)
- Rs (.....for International Supply Partners) (Rs.....for stock order + Rs. secure deposit Only)

To the ORGANISATION, by way of a refundable "SECURITY deposit" at the time of execution of this Agreement in such form and manner as is acceptable to the ORGANISATION. The ORGANISATION not liable to pay any interest on the Security Deposit and agree to disposed of by issuing inputs of said amount after 2 year within 12 equal instalments on the Breach/Cancellation of Agreement. Upon termination of this Agreement, the ORGANISATION shall issue input to the supply partner a sum equivalent to the Security Deposit and the payable less any dues and outstanding payable by the supply partner to the ORGANISATION. The ORGANISATION shall be entitled to adjust or set off the amount of the Security Deposit against all dues and outstanding of the SP with the ORGANISATION in case of

termination of the PARTNERSHIP agreement. It is hereby clarified that the ORGANISATION shall not be liable to pay any interest on the amount of the Security Deposit adjusted or set off against the dues and outstanding of the SUPPLY PARTNER to the ORGANISATION.

Annexure 4

FPO's independent PARTNER MEMBERSHIP AMOUNT The Farmer / Franchisee/SP hereby agrees to pay a sum of Rs. TWO HUNDRED ONLY/ (200/-) to the ORGANISATION, by way of a non-refundable "Farmer/Franchisee/SP SHARE" at the time of execution of this Agreement in such

ORGANISATION shall operationalize the SERVICES in the defined region **within 3 months** from the date of agreement. In the event **ORGANISATION** fails to do so, it is liable to repay Franchisee/SP the initial SHARE MONEY Rs 200/- collected within 15 working days.

The key responsibilities of Franchisee/SP will be:

SUPPLY/ SERVE the products supplied by ORGANISATION to the end customers from his SUPPLY POINT.

Help ORGANISATION to plan/ appoint VLE franchisees/SP in the Territory mentioned in Annexure 1. **Debatable**

Supply and Deliver products to all VLE franchisees/SP in the Territory mentioned in Annexure 1.

Soliciting new business in the Territory.

Promote ORGANISATION brands through local Promotions and developing the market for ORGANISATION brands

FRANCHISEE/SP RIGHTS : Subject to the terms and conditions of this Agreement, including all rights reserved to **ORGANISATION** hereunder, **ORGANISATION** grants to Franchisee/SP the following rights (collectively, the "Franchisee/SP Rights") :

- I. The right to own and operate directly the franchised SUPPLY POINTS in the Territory.
- II. The right and license to recommend the appointment of the VLEs with respect to the online retail outlets in the Territory, in accordance with the VLE Approval Process with express consent of both the partner and the applicable VLE Franchise Agreement, it being understood and agreed that any VLE Franchisee may establish and operate only one Franchised online retail outlet per each VLE Franchise Agreement; provided that a Franchise Agreement relating to Franchised Online supply owned and operated by any Franchise/SP PARTNER may relate to more than one franchised online SUPPLY, and make a Margin on supply in each territory as defined in Annexure 2.
- III. The right to advertise to the public that it is a franchisee/SP of ORGANISATION.
- IV. The right and license to grant it being understood that any such grant by Franchisee/SP to a VLE franchisee/SP shall be wholly derivative of the grant of rights by ORGANISATION to Franchisee/SP under this Agreement and shall not convey any other right not specifically granted hereunder

EXPECTATIONS FORM FARMER FRANCHISEE

The Franchisee/SP shall:

- I. Conduct his supply activity in a manner that reflects favourably at all times on Products and the good name, good will and reputation of the ORGANISATION;
- II. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the **ORGANISATION**, the Products or the public; The Franchisee/SP shall not adulterate the product in any other manner.
- III. make no false or misleading representations to the public with regard to the ORGANISATION and /or Products;
- IV. Not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to the ORGANISATION and/ or Products;
- V. Make no representations, warranties or guarantees to customers/ consumers or the VLEs with respect to the specifications, features or capabilities of the Products that are inconsistent with the literature manuals distributed by the ORGANISATION or other than as have been specifically approved by the ORGANISATION in writing.
- VI. Not enter into any contract or engage in any practice detrimental to the interests of the ORGANISATION and Products.
- VII. Franchisee, shall not make any representation in the trade or give any warranty other than those specified by ORGANISATION.
- VIII. The Franchisee/SP undertakes to maintain and continue the facilities and resources during the term of this agreement or any renewals thereof and shall increase the same keeping in view the size of the ACTIVITIES.
- IX. The Franchisee/SP shall, in all his commercial dealings and on documents and letter heads indicating his place of SUPPLY POINT, describe himself as an authorized Franchisee/SP of ORGANISATION.
- X. The Franchisee/SP shall not carry on any business other than that of SUPPLY of product supplied by ORGANISATION at/from the premises described under Facilities and Resources.
- XI. The Franchisee/SP shall keep sufficient staff as per the needs of the SERVICES, if any. The staff so employed by the Franchisee/SP

shall deemed to be under the direct supervision and control of the Franchisee/SP and they shall be deemed to be the employees of the Franchisee/SP and it is further being clarified that they shall have no right or lien on the employment with ORGANISATION whatsoever. VLE is an independent Partner and not be used as an employee by the Franchisee/SP

- XII. Without prejudice to the foregoing, the Franchisee/SP shall discharge all obligations cast upon them under the various GST / Sales Tax Acts (Central and State) and shall forthwith furnish the necessary GST/ Sales Tax Forms as may be required under the GST/ Sales Tax Rules framed under such legislations. In the event of Franchisee's/ SP's failure to furnish the statutory declaration forms in time, ORGANISATION shall be entitled to recover from the Franchisee/SP the amount of GST/ Sales Tax, interest demand, and any other sum becoming due on such account.
- XIII. Subject to the terms and conditions as mutually agreed between the Partner hereto, ORGANISATION shall provide the Franchisee/SP with materials such as display signs, sign boards, etc. to be displayed at Franchisee's /SP premises. ORGANISATION shall have the right to change, replace or take away the said materials at any time. The title in such material shall always vest with ORGANISATION at all times. Event of Termination clause??
- XIV. The Franchisee/SP shall not, either directly or indirectly, pledge the credit of ORGANISATION or do any act, deed matter or things whatsoever which is in any manner prejudicial to the interest or is likely to affect adversely the credit worthiness or reputation or goodwill of ORGANISATION amongst the members of the trade or general public. It is being further clarified that the Franchisee shall not make any borrowings of whatsoever nature directly or indirectly by making the use of the name ORGANISATION
- XV. The Franchisee/SP shall, in the event of any dispute with any partner in connection with or relating to the supply and services, or in respect of any legal notice or proceeding in which ORGANISATION is also made a party, forthwith inform ORGANISATION about the same and shall not without ORGANISATION prior approval or consent in writing compromise or compound any dispute or grant any benefit or concessions or relief or release or discharge to any party.
- XVI. The Franchisee/SP shall always, during the subsistence of this agreement, devote its whole supply and services, and energy for pushing / increasing the supply of 'ORGANISATION products and shall, in all such dealings act, honestly and faithfully with responsibility and integrity and shall carry out all orders and instructions of ORGANISATION and shall not engage or be interested either directly or indirectly in any other trade or business competing with the business of ORGANISATION.
- XVII. The Franchisee/SP shall not directly or indirectly assign or subcontract the benefit and/or obligations under this agreement to any other person or partner whatsoever.
- XVIII. The Franchisee/SP shall indemnify and keep ORGANISATION indemnified against any breach of the conditions contained herein and against all loss, harm, damage, injury and all costs, charges and expenses that ORGANISATION may bear, suffer or incur on account of any breach or non-observation or non-performance of any of the terms and conditions contained in this agreement.
- XIX. **LEGAL APPROVALS** The Franchisee/SP shall be solely responsible for procuring all applicable approvals, consents and registrations and licences required for conduct of its supply and service activities, including the supply and distribution of the Products in the Territory. Further the Franchisee/SP shall comply with all applicable national, state, regional and local laws and regulations for carrying out its service activities, including for the distribution/supply of the Products and undertaking its obligations under or pursuant to the terms of this Agreement.
- XX. The Franchisee agrees to follow and fully implement all policies, plans and procedures as suggested and announced by Company from time to time for marketing, promoting, advertising and selling the Products of the Company.
- XXI. **ORDER ACCEPTANCE PROCEDURE** All orders for the Products, whether written or Online, placed by the Franchisee/SP with the ORGANISATION shall be subject to acceptance by the ORGANISATION. If an order is accepted, the ORGANISATION may deliver the Products by such mode of transport at such times and in such convenient lots and quantities as the ORGANISATION shall in its discretion decide. The Company shall be entitled at any time after acceptance of an order to cancel the same in whole or in part even though it shall have been partner executed. Further, acceptance of an order by the ORGANISATION does not guarantee availability or delivery of the same and it is clarified that delivery of any Product by the ORGANISATION shall be subject to availability of such Product. For this purpose each lot dispatched against an order shall be deemed a separate contract and the failure of dispatch of one lot shall not vitiate or affect the contract as to the other lots. Receipt by the ORGANISATION of remittance against an order shall not imply its acceptance.
- XXII. **ORDER ACCEPTANCE PROCEDURE** Receipt by the ORGANISATION of remittance against an order shall not imply acceptance of such order or of any order by the ORGANISATION and further it shall not imply that the ORGANISATION agreed to supply its Products at any price other than the price ruling on the date of dispatch by the ORGANISATION The date dispatch will always be deemed to be the date appearing on the carrier's receipt issued to the ORGANISATION.
- XXIII. **ORDERING PRODUCTS AND RELATED** Further, on failure of the Franchisee/SP to take delivery of all or any of the Products within 24 (twenty four) hours of the date of delivery as per the terms of this Agreement and any other conditions of the contract of supply the ORGANISATION as informed to the Franchisee/SP by the Company in writing, the ORGANISATION shall be entitled to retain and / or

supply or dispose of the Products on the account and risk of the Franchisee/SP in all respects either by public auction or by private bargain without notice to the Franchisee. In the event the Franchisee fails to take delivery of the Products dispatched or delivered by the Company within the specified period, all amounts paid by the Franchisee/SP to the ORGANISATION shall be forfeited and the Franchisee/SP shall cease to have any rights or interest in respect of such Products and it shall not be entitled to take delivery of such Products or call upon the ORGANISATION to provide the Products to the Franchisee/SP. Is it relevant for us as our model ??

XXIV. ORDERING STOCKS AND RELATED Further, if the Franchisee/SP does not accept any consignment in full or in part within [●] days of delivery, the ORGANISATION shall be entitled to deal with such consignment as it deems fit and the Franchisee/SP shall cease to have any rights or claim in respect of such consignment. Is it relevant for us as our model??

XXV. ORDERING STOCKS AND RELATED Without prejudice to the other terms of this Agreement, where the Products are delivered by the ORGANISATION to the Franchisee/SP, the Franchisee/SP shall be obligated to accept the Products. In the event the Franchisee/SP rejects or refuses to take the delivery of the Products for any reason whatsoever, the Franchisee/SP shall be liable to pay a sum equivalent to Rs. [.....] for each rejected delivery as liquidated damages ("**Liquidated Damages**"). The Franchisee/SP agrees and acknowledges that the Liquidated Damages is a genuine pre-estimate of the losses that would be suffered and / or incurred by the ORGANISATION on account of rejection of any dispatch and that the said amount is not payable as a penalty.

XXVI. DISPATCH PROCEDURE Each lot of Products dispatched against an order shall be invoiced at the ORGANISATION's prices to Franchisee/SP and terms ruling on the date of dispatch which when so invoiced shall be binding on Franchisee/SP without any previous notice in that regard. The ORGANISATION shall be entitled to vary the prices of the Products at any time upto the date of dispatch, delivery under each contract of supply by the ORGANISATION shall be deemed to be sufficient if the Organisations sends to the Franchisee/SP a railway receipt, bill of lading or delivery shall mean the date of dispatch as appearing on such railway receipt or bill of lading or delivery order or such other document if that be the mode of delivery adopted in a particular case or otherwise the date of delivery of Products.

XXVII. Quality claims : The Franchisee/SP shall not be entitled to make any claim for any allowances or otherwise in regard to the quality of the Products on and from the date of dispatch, unless a notice in writing of the Franchisee/SP to make such claim shall have been given to the ORGANISATION within 7 (seven) days after the date of the Products have been delivered to the Franchisee/SP or his supplier partener or representative. In default of such notice or upon the expiry of 7 (seven) days from the date of delivery of the Products to the Franchisee/SP or representative, Products sold hereunder shall be deemed to be acceptable in all respects and delivered in accordance with the Agreement. The ORGANISATION has sole discretion to allow or disallow quality claims made by Franchisee/SP after verification of claim with underlying documents and reports submitted

XXVIII. PRICING Under this Agreement, the ORGANISATION shall allow the Franchisee/SP to obtain the Products ordered by him at the rates chargeable according to the ORGANISATION's price list in force for the time being, provided, however, that the quantity ordered by him for each individual line shall be in multiples of the standard pack size of such product. The quantity of such goods constituting one order shall not be less than what is considered reasonable by the ORGANISATION. The ORGANISATION considers orders placed for each individual line in multiples of standard pack sizes, as per ORGANISATION policy of such Products reasonable.

XXIX. PRICING The Franchisee/SP acknowledges that the Organisations formulates discount schemes from time to time and that the Franchisee/SP may be eligible to avail discounts as per the schemes announced by the Organisations from time to time and on such terms and conditions as may be contained therein ("**Discount Schemes**"), provided that the Franchisee/SP satisfies the eligibility criteria in respect of such Discount Schemes.

XXX. PRICING The ORGANISATION shall be entitled to suggest the maximum resale price in respect of the sale, distribution, resale or disposal by the Franchisee/SP of stocks of the Products supplied to him in pursuance of this Agreement, including but not limited to on discount basis (as a part of a sale), as part of any promotional offer or otherwise. The Franchise/SPe shall not charge in excess of maximum resale price suggested by the ORGANISATION from time to time but he may at his discretion charge prices lower than the suggested maximum resale prices. Provided that the Franchisee/SP shall, at all times sell the Products at prices permitted under applicable laws.

XXXI. PRICING ORGANISATION will establish Franchisee/SP SUPPLY Price (MFSP) for the product and the Franchisee/SP shall not charge in excess of the said MFSP. Along with the MFSP, ORGANISATION will establish FSP (Franchisee S Price). The Franchisee/SP is authorized to bill the Franchisee/SP on this MFSP. The MFSP includes the Franchisee's/SP's margin and generation for supply and operations expense. The MFSP annexed shall form an Addendum to the present agreement. **Contradiction form point earlier. Check.**

XXXII. The Franchisee/SP shall make provisions at his own expense and risk for financing the purchase and supply of the Products, for warehousing and distributing the Products and for extending credit facilities and shall not create any charge in respect of Products that have not been paid for by the Franchisee/SP to the ORGANISATION in full. Further the Franchisee/ SP shall ensure storing and/ or packing of the Products shall be as per best industry practices and applicable laws. The ORGANISATION shall not be liable for any

damage caused to the Products as a result of inappropriate storing and/or packing of the Products by the Franchisee/SP and the loss so caused as a result of such damage to the Products shall be solely borne by the Franchisee/SP.

XXXIII. ADVANCE BOOKING SCHEMES The Franchisee/SP shall pay an advance amount in the event the Franchisee/SP desires to avail the benefits offered by the ORGANISATION under the scheme for advance booking as announced by the ORGANISATION from time to time ("**Advance Booking Bonus**") on terms and conditions mentioned therein, prior to dispatch of any Products by the ORGANISATION. This Advance shall be adjusted in the total amount payable by the Franchisee/SP for the Products received by the Franchisee/SP. The ORGANISATION shall not be liable to dispatch any Products unless the entire Advance is received by it under Advance Booking Scheme.

XXXIV. PAYMENTS The Franchisee/SP shall make advance payment for Products agreed to be supplied by the ORGANISATION. It being clarified that the ORGANISATION shall not be under any obligation to release any Products unless it has received payment for such Products. Notwithstanding anything contained herein, **the ORGANISATION shall not be liable to deliver any or all of the Products to the Franchisee/SP unless it has received the entire payment for such Products from the Franchisee/SP.**

XXXV. TAXATION All taxes, cesses, fees, duties and any other statutory levies on the consideration payable by the Franchisee/SP to the ORGANISATION or in respect of this Agreement or in relation to the performance of the obligations of the Franchisee/SP under this Agreement, shall be borne solely by the Franchisee/SP.

XXXVI. TRANSPORTATION All costs for dispatch and transport of the Products to the Franchisee/SP shall be borne solely by the Franchisee/SP. The Franchisee/SP shall further bear the costs required for procuring insurance for the Products during transit to him. In the event of any loss, damage or deterioration of the Products while in transit to him, the Franchisee/SP shall be liable to claim the same from the insurance companies or from the transporters engaged by the

XXXVII. ORGANISATION on his behalf and the ORGANISATION shall have no right or claim on such proceeds.

XXXVIII. DISPUTES RETALED TO SUPPLY OF ORDERS The Franchisee/SP shall notify the ORGANISATION in writing of any notice, disputes, complaints, claims or proceeding ("**Disputes**") made by customers of the Franchisee/SP involving Products immediately (and no later than [●] hours) on the Franchisee/SP being made aware of of such Disputes or within such less time as may be required or warranted to defend any such Disputes and report promptly to the ORGANISATION all claimed or suspected Product defects. The ORGANISATION shall be free to take any legal recourse as it deems fit in respect of such Disputes and the Franchisee/SP shall provide all requisite assistance and support to the ORGANISATION in this regard.

XXXIX. INSURANCE The Franchisee/SP shall during the continuance of this agreement adequately insure himself against the following risks viz; third party risks, fire and explosion risks, workmen's compensation and/or loss of or damage to the product for any cause whatsoever.

XL. The Franchisee/SP shall be solely responsible for and shall himself bear all expenses of and in connection with the business, including insurance premium, rents, license or other fees, ground rent, rates, taxes and all other charges and outgoing of every kind and shall pay the same promptly and without fail. The Franchisee /SP shall also be solely responsible for any breach or contravention by himself, his servants or agents of any laws, rules, regulations or bye-laws passed or made by the central and/ or state government and/or municipal local and/or other authorities as may be applicable from time to time to the business including, without prejudice to the generality of the foregoing. The concerned authorities respectively appointed under Payment of Wages Act, Shops and Establishment Act, Factories Act and The Workmen's Compensation Act or any statutory modifications or re-enactments of the said statutes or rules and ORGANISATION shall not be responsible in any manner for any liability arising out of non-compliance by the Franchisee/SP with regards to the same. The Franchisee/SP shall at all times indemnify and keep indemnified ORGANISATION against all actions proceedings claims and demands made against it by the central and/or state government and/or municipal/ local and/or other authorities and/or by any customer of the product and/or any other third party as a result of or in consequence of any act or omission of whatsoever nature of the Franchisee/SP, his servants or agents, including, without prejudice to the generality of the foregoing, any accident or loss or damage arising out of the storage, handling and/or supply of the product whether or not such act or omission or accident or loss or damage was due to any negligence, want of care or skill or any misconduct of the Franchisee, his servants or his representative.

Ensure that the below points are well covered :

XLI. Franchisee/SP will only Supply brands and products bought from ORGANISATION

XLII. Depending upon feasibility which only ORGANISATION can decide, ORGANISATION has the right to add or delete brands/ products as it may deem fit. In such a case the franchisee/SP will comply by adding or deleting these brands/ products.

XLIII. Franchisee/SP will follow and adhere to in store branding, product wise incentive, brand or product wise margins, and schemes as decided by ORGANISATION.

XLIV. If and when ORGANISATION decides to launch Private labels or has preferred relationships with suppliers then ORGANISATION franchisees/SP will promote them and sell mandatorily as instructed / advised by ORGANISATION. – Discuss if possible.

XLV. Cancellation policy – for Order placed

- XLVI. Sales and return policy – Individual partnering company policy to be informed as and when applicable.
- XLVII. Restriction to indulge in Distribution to open retail network outside and above VLE of ORGANISATION.
- XLVIII. VLE will not be treated as your staff/ employee and not for personal tasks. He will be functioning as an Independent Partner.
- XLIX. Connivance with GD staff for money transactions / other matters harming ORGANISATION.
- L. Consumer data collected at store – is property of ORGANISATION and you will assist ORGANISATION for use of it for promotional purposes.
- LI. Payment Mechanism. – Cash and Carry, Advance.
- LII. Services currently available or added in future will have to be offered by you. (Fertilizer/ mobile etc.)
- LIII. In non-competing categories ORGANISATION will be free to appoint separate franchisee/SP.
- LIV. Priority order in case of same order between VLE / counter. – VLE booked orders should have priority.
- LV. As per SOP of ORGANISATION you will keep ready products ordered by VLE in standard packaging with bill as assist the VLE/KISAN SADAN in using local transport to help him deliver the products at his locations in shortest of time.
- LVI. You will not poach or contact VLE/KISAN SADAN to offer links to separate franchisee/SP or his VLE until and unless you have consent from ORGANISATION.
- LVII.

RESTRICTIONS ON FRANCHISEE The Franchisee/SP during the duration of this agreement shall not **in any manner, directly or indirectly**, indulge in or assist any other party to indulge in any sort of dealing i.e. manufacturing, purchasing, selling or distributing any of the competitors' products **or with products that are similar to the Products of the companies being represented and supplied by ORGANISATION**. The Franchisee/SP acknowledges that the restrictions specified in this clause are reasonable and necessary for increasing the efficiency of the supply and distribution of the Products and that the same does not have and is not likely to have an appreciable adverse effect on competition in India.

The Franchisee/SP shall have no right to recover from the ORGANISATION in respect of any expenditure of outlay or liability incurred by him in acting as SUPPLY PARTNER and / or Franchisee of the Products except such items and amounts as shall have been expressly agreed to in writing by the ORGANISATION

RIGHTS OF ORGANISATION

- I. The Franchisee/SP acknowledges that the ORGANISATION may, for the purpose of increasing the efficiency in distribution of the Products appoint different Franchisees for various territories (including the Territory) and/or use any other mechanism or methodology for the sale and / or distribution of the Products in other territories and to ensure that such efficiency in distribution is maintained, the territory for distribution and sale of the Products as assigned to the Franchisee/SP is the Territory.
- II. All SUPPLY by the ORGANISATION of its Products to the Franchisee/SP shall be on terms and conditions as stipulated in this Agreement and shall also be subject to any additional terms and conditions as are informed by the ORGANISATION to the Franchisee/SP in writing, as per the marketing, sale and / or distribution policy of the ORGANISATION.
- III. **Transfer of ownership** : The ORGANISATION shall be entitled to assign all its rights and interest under this Agreement to any third party, including but not limited to its affiliates, group companies, subsidiaries and as a part of any restructuring, reorganization, divestiture, merger, acquisition or sale or other transfer of all or substantially all of the assets of the ORGANISATION, without the consent of the Franchisee/SP. The Franchisee hereby expressly acknowledges and undertakes to the ORGANISATION that where the ORGANISATION assigns its rights and interest in, under or arising out of this Agreement, the Franchisee/SP shall be deemed to have consented to such assignment and shall accept any assignee of the ORGANISATION, as its new ORGANISATION for who he shall act as the Franchisee/SP in terms of this Agreement and shall release the ORGANISATION from all its obligations under the provisions of this Agreement. Further, where required by the ORGANISATION y, the Franchisee/SP shall enter into and execute any agreement or assignment entered into or to be entered into by the ORGANISATION and its assignee. Such agreement or assignment shall be prepared by and at the expense of the ORGANISATION and shall be stamped and registered at the expense of the ORGANISATION y and/or its assignee.
- IV. **Reconciliation** For the purpose of reconciliation of the purchases and payments made to the Company the Franchisee/SP shall render full co-operation to the ORGANISATION and shall make available for inspection records and books of accounts relating to the supply and payments made to the ORGANISATION by him from time to time and also when specifically requested for by the ORGANISATION. Is it relevant for us as our model is electronic??
- V. ORGANISATION's Officers, representatives or staff authorized in this behalf shall have, at all office time, and in any circumstances free and unrestricted access to all premises used in connection with Franchisee's/SP's business and to inspect and take account of all the products in Franchisee's / SP's possession and of all tools, furniture, fittings and/or other property

entrusted to the Franchisee/SP by ORGANISATION.

INTELLECTUAL PROPERTY RIGHTS:

- I. ORGANISATION reserves the right to take whatever action it deems necessary to protect its trademarks, reputation or the product against imitations, counterfeiting, misuse and unfair competition etc.
- II. The Franchisee/SP shall inform, as soon as possible, for any violation of ORGANISATION right in the matter of patent, design and model, trademarks or brands, emblems, laws, rules, regulations, etc. of which he might have knowledge and, at all times, give to ORGANISATION or to any of its authorized officials or employees all reasonable and proper assistance in his power for the purpose of knowledge and also for furthering the interest of ORGANISATION in the Territory.
- III. The Franchisee/SP shall use their best endeavor to protect ORGANISATION interests within the Territory and in particular will watch closely for any unauthorized use of the trademarks, patents, emblems, logo, design etc., by third parties or any marketing of the product which, in any other way, are an infringement of ORGANISATION rights referred herein. The Franchisee/SP shall notify ORGANISATION forthwith in writing of any such unauthorized use of the trademarks or of ORGANISATION intellectual property rights or other rights by third parties which comes to their notice. However, the Franchisee/SP shall not take any further action whatsoever on behalf of ORGANISATION concerning such unauthorized use unless specifically requested to do so in writing by ORGANISATION. Any action, as aforesaid, taken by the Franchisee/SP at the written request of ORGANISATION shall be at the sole cost of ORGANISATION.
- IV. The Franchisee/SP shall not use trademarks, patents, logos, design etc. belonging to ORGANISATION without prior written consent from ORGANISATION.
- V. The Franchisee/SP shall not sell or promote any of the products under any other trade name or trademark other than the trade name or trademark approved by ORGANISATION

CONFIDENTIALITY :

The Franchisee/SP hereby agrees with ORGANISATION that it shall retain secrecy and keep strictly confidential all information it obtains with respect to the products and shall not at any time copy or use or disclose to any other person, firm, Corporation or authority such information except as may be first agreed by ORGANISATION in writing and restrict the dissemination of such information to those of its trusted employees, agents and representatives, who may have a direct need to know such information for the performance of the product and the Franchisee/SP shall take all efforts to bind each such employee, agent or representative to maintain secrecy and confidentiality of such information and know how as he shall receive in respect of the product. Customer information / data base should be covered as well.

DATA The Franchisee/SP shall provide the ORGANISATION Franchisee's/SP's point of supply report showing sale of Products by customer/ receiver name, address, Products, quantity of the Product supplied, and revenue value and Franchisee's/SP's current inventory levels of Products in the aggregate. Is it relevant for us as our model is electronic??

FORCE MAJOR :

Neither Party shall be liable for any failure or omission to fulfill observe or carry out any of the terms of this agreement if fulfillment is delayed, hindered or prevented by any circumstances which is not within the immediate control of the Party affected thereby and shall not give rise to any claim by either Party hereto against the other or be deemed to be a breach of this agreement if the same shall be caused by or arise out of war, hostilities, riots, act of god, fire, flood, strike, lockout, non-availability or shortage of product. In the event of any of the foregoing circumstances beyond the control of ORGANISATION, it shall be liberty of ORGANISATION to withhold, reduce or suspend supply of product to such extent as ORGANISATION in its direction may think fit without entertaining any claim from the Franchisee/SP whatsoever.

JURISDICTION AND ARBITRATION :

This agreement has been entered into between Franchisee/SP at HISAR, HARYANA in India and for all purposes it shall be deemed to have been so made in HISAR. Construction validity and performance of this agreement shall be examined in accordance with the relevant laws in force at the material time in India and of India. Arbitration proceedings, if any shall be conducted in HISAR and the Courts in HISAR shall have the jurisdiction over any dispute and the law of India shall govern the agreements.

That all disputes arising between the parties here to touching the business affairs of the party or in regard to construction of this agreement or regarding rights, relations and obligations of the parties inter se shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996. The parties in such situation shall agree on the name of single arbitrator and the arbitrators so appointed shall appoint with the mutual consent of the other, another arbitration to act as umpire and award given in such arbitration proceeding shall be final and binding on the parties subject to provisions of the Arbitration and Conciliation Act. 1996.

Any indulgence shown by ORGANISATION or failure on the part of ORGANISATION to enforce at any time, the provisions of this agreement shall, in no way, be construed to be a waiver of such provisions or affect ORGANISATION right to enforce such

provisions any time thereafter.

All Notices required to be given and approvals required to be obtained hereunder shall be given and obtained in writing only through hand delivery, courier or registered post. All Notices required to be served by either Party hereto upon the other shall be deemed properly served if delivered.

We have understood the contents of this Agreement and agree to bind ourselves to the aforesaid terms & conditions and to the statements mentioned herein this agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents at HISAR on the date aforementioned in presence of the witnesses undersigned.

For **AFFED Farmer Producer ORGANISATION**.

For (Partner)

Mr S

Mr

Place:

Place:

Date:

Date:

Witness 1

Witness 2

Name:

Name:

Place:

Place:

Date:

Date:

Annexure 1

Territory The regions that come under the purview of the Franchisee/SP are:

Annexure 2 Margin

Annexure 3

(i) Non Refundable PARTNER SHARE

ORGANISATION is entitled to receive a PARTNER SHARE of **Rs. ONE HUNDRED ONLY (200/-)** from the Franchisee/SP on signing of this agreement.

Each of the VLE Franchisee/SP (Online Retail Operator) will also be paying a Non Refundable Partner Share of upto Rs 200/- by the VLE Franchisee/SP will be fully paid to ORGANISATION.

(ii) Payment Acceptance Mode

All payments and Deposits well be accepted through DD/INTERNET/CHEQUES/ CASH DEPOSIT/UPI/NEFT/RTGS etc.

Annexure 4

SECURITY (1.9)

(1) SUPPLY PARTNERS: [SP]

- Rs. 1,80,000/- One Lac and Sixty Thousand (Rs. 1,60,000 for one time stock order + 20,000 Contribution Amount) for Kisan Vikas Sadan)
- Rs. 10,20,000/- Ten Lacs Twenty Thousand For Block Supply Partners (Rs. 5,00,000/- + 5,00,000/- for stock order + Rs. 20,000 Contribution Amount)
- Rs 20,20,000/- Twenty Lacs Twenty Thousand for District Supply Partners (Rs. 10,00,000/- + 10,00,000 for stock order + Rs. 20,000 Contribution Amount)
- Rs 50,20,000/- Fifty Lacs Twenty Thousand for State Supply Partners (Zone) (Rs. 25,00,000/- + 25,00,000/- for stock order + Rs. 20,000 Contribution Amount)
- Rs. 1,00,20,000/- One Crore Twenty Thousand for State Supply Partners (Rs. 50,00,000/- + 50,00,000/- for stock order + Rs. 20,000 Contribution Amount)
- Rs 10,00,20,000/- Ten Crore Twenty Thousand for National Supply Partners (Zone) (Rs. 5,00,00,000/- + 5,00,00,000 for stock order + Rs. 20,000 Contribution Amount)

- Rs (.....for International Supply Partners) (Rs.....for stock order + Rs. secure deposit Only)
HALF (50%) ORDER AMOUNT FOR STOCK SUPPLY WILL BE CONSIDERED/ACCEPTED/COUNTED or adjusted against full "Deposit" of supply partner on the time of execution.

(2). KISAN VIKAS SADAN [KVS]

Rs. 1,80,000/- One Lac and Sixty Thousand (Rs. 1,60,000 for stock order + 20,000 Secure deposit only) for Village franchise/ Kisan Vikas Sadan)

The ORGANISATION not liable to pay any interest on the products order/purchased/ Deposit **and agree to disposed of by issuing inputs /product supply of said amount Rs 1, 60,000/- {Initial package/ start-up lot } within 7 days.** Upon termination of this Agreement, the ORGANISATION shall pay to KVS partner a sum of Rs. 20,000/- **secure deposit only or the payable less any dues and outstanding payable by the KVS partner to the ORGANISATION and the value of inputs/ products purchased from ORGANISATION and Returned back will not be refundable** and The ORGANISATION shall be entitled to adjust or set off the amount of secure deposit against all dues and outstanding of the **KVS** with the ORGANISATION in case of termination of the PARTNERSHIP agreement. It is hereby clarified that the ORGANISATION shall not be liable to pay any interest on the amount of the products purchased and Secure Deposit adjusted or set off against the dues and outstanding of the KVS PARTNER to the ORGANISATION.

Annexure 5

Online Retail Outlets Opening Plan

The plan given is tentative and will be revised from time to time with the consent of Franchisee and ORGANISATION.

1. DEFINITIONS:

1.1 Commencement Date:

Shall mean the actual day and date wherein the partner's shall have executed the present agreement.

1.2 Confidential Information:

Confidential Information shall mean all such information or data disclosed (whether in writing, orally or by any other means) by the ORGANISATION to the Franchisee and its subsidiaries, and shall be limited to (A) any information ascertainable by the inspection or analysis of the products, (B) any information relating to the s business operations, processes, plans, intentions, product information, know-how, trade secrets, market opportunities, customers and business affairs.

1.3 Intellectual Property Rights:

Shall mean and include all rights in existing and future Intellectual Property in the nature of registered and unregistered rights to any and all trade names, trademarks, patents, copyrights, Confidential Information, designs, know-how, business methods, ideas, strategies and all other Intellectual Property rights.

1.4 Trademarks:

Shall mean and include the names, trademarks and service marks owned by the ORGANISATION;

1.5 Products:

Shall mean all the products supplied to the Franchisee for further sale/supply.

1.6 Term :

Shall mean the period of years from the Commencement Date and or further renewal of years as mentioned in clause 2 herein.

1.7 Lock-in-Period :

Shall mean and include the period of 1 year starting from the Date of Commencement .

1.8 Valid Invoice :

Shall mean the invoice raised by ORGANISATION and properly signed "Accepted" by and signed by the authorised signatory of the Franchisee/SP.

1.9 KVS/Supply Partner (BSP,DSP,SSP) :

All partners can purchase agri. inputs of deposited secure amount Rs. 20000 on the time of breach or discontinue the agreement.

AFFED FARMER PRODUCER ORGANISATION
(CIN NO. U01110HR2021PTC094912)

1ST FLOOR, KHASRA No. 856/709 (NEAR CCHAU GATE No.2) HISAR. (HARYANA) 125001 INDIA

Application/Partner Form No.

Share Allotment No.

Application Form for Equity Shares of Face Value of Rs. 10/- each for cash at par

To AFFED FARMER PRODUCER ORGANISATION HISAR 125001 1, Dear Sirs, I/We hereby apply for allotment to me/us of the Equity Shares the Company. I/We hereby confirm that I am/we are eligible personas to invest in this Issue in accordance with applicable laws.	<u>STATUS</u> ☐ Individual ☐ NRI ☐ Company/Firm AFFIX PHOTO (3.5cm x 4.5 cm)
---	--

No of equity shares	In Numbers	In words
Share No.		
Issue Price of Shares	Rs. 10.00	Rupees Ten Only
Amount Payable	Rs.	Rupees
Cheque/DD No.	Drawn on	Dated :

SHARE HOLDER INFORMATION

Name of First Applicant		Date of Birth (DD/MM/YYYY)
Please mention you name as it appears in your Bank Account		
Mailing Address (Local Address Incase of NRI)	1.	
	2.	E-mail
	3.	Pin Code
	4.	
	Telephone No : Office	Fax
	Residence	Mobile No.
Father/Husband's Name		
Name of Guardian (in case of minor)		
Name of the Second Applicant		Date of Birth (DD/MM/YYYY)
Name of Guardian (in case of minor)		
Mailing Address (Local address incase of NRI)		
		E-mail* :
		Pin code
	Telephone No. : Office	Fax
	Residence	Mobile No.
Mode of Holding	Single ☐ Joint ☐ Either of Survivor ☐	
PAN No. (Mandatory for investments of Rs. 50,000 and above)*	Circle/Ward/District	MAPIN/UIN No.
		Enclosed PAN card copy

Bank Account Details

Name of the Bank	Account No.
Branch Address	
Account Type : Current/Saving/NRO/NRE/FCN/NRSR	Bank (MICR) Code :

Signature

CO-ORDINATOR/ PARTNER's DOCUMENT REQUIRED

1. AADHAR CARD & PAN COPY
2. MOBILE NUMBER & E-MAIL ID (ACTIVE)
3. TWO PASSPORT PHOTOGRAPH
4. ONE CANCELLED CHEQUES OR BANK PASSBOOK COPY CHEQUE
5. 10TH PASS CERTIFICATE COPY
6. COMPLETE CORRESPONDENCE ADDRESS PROOF
7. ONE WITNESS NAME AND RELATIONSHIP
8. AGE ABOVE 18 YEARS
9. NOMINEE NAME, AGE AND RELATIONSHIP
10. TWO BLANK CHEQUE

BSP/DSP/SSP - SUPPLY HOUSES REQUIREMENTS

- 1.ELECTRICITY Connection
- 2.WIFI/INTERNET
- 3.COMPUTER/LAPTOP
4. PRINTER/SCANNER, COPIER
5. METALLED ROAD APPROACH IN ALL WEATHER
- 6.SITTING/WAITING AREA
- 7.BSP --COVERED AREA 100-150 SQUARE YARD REQUIRED
- 8.DSP--COVERED AREA 250-300 SQUARE YARD REQUIRED
- 9.SSP--COVERED AREA 500-700 SQUARE YARD REQUIRED
- 10.PREMISES REGISTRY COPY/RENT AGREEMENT/OWNERSHIP AFFIDAVIT.
- 11.STOCK ORDER 50% AMOUNT ON THE TIME OF PRE-AGREEMENT

Demand Draft / UTR No. NEFT / RTGS Details / Cash Deposit Receipts etc.

Mention Detail

Premises/ Location Alloted Detail :

Registry Copy / Rent Agreement / Owner Ship Affidavit Indicating Complete Address

Mention Detail

Other Information (if required)

.....

Signature

KVS / Supply Partner Policy

1. New KVS/ partner will be Allotted with 180000/- in which KVS will get Products of 160000 Including KVS 's Pack and 20000/- will be treated as purchasable Security amount.
2. Security Amount Will be laps if any KVS/ partner Cancel his Agreement before 2 year after allotment of KVS/Partnership/Franchisee
3. If KVS / partner cancel/ Breach his agreement after 2 year then he can purchase agri. Input Products of Rs 20000/- of contribution amount.
4. There will be no money back/ refund / return back policy on purchased products/returning the products or cancellation of KVS/ partnership. Only Bio fertilizers and Bio Pesticides products will be treated as replacement with same products amount before one Month of Expiry.
5. KVS/ Partner will not be authorised to conduct any illigal and unauthorised activities .It will be treated as breach of Partnership /KVS FARMER Policy and Such KVS/ partner Licence will be cancelled. In this case it's security will be forfeited. And FPO will not be responsible for such types of liability and activities.
6. KVS/Partner will have to pay individually all types of fees/ funds and Expenses required by the Government / Organisation for any types of licencing /Diplomas/ Courses / Trainings/Donations /Practices.
7. KVS/Partner must have to attend all Training and meetings organised by Government collaborated panel and Organisation time to time.
8. FPO will not be responsible for any types of mishappening and financial losses during conducting of Partnership Business/ KVS/training/meeting/travelling and any all types of activities. The FPO Organisation has soul authority to modify the policies any time without prior notice.

Signature



सबकी थाली.. बिना जहर वाली

KVS ORGANIC CULTURE



A DRILL ON



Culture & Agriculture



A Group of Farmer Producer Organisations
Promoted By Advance Farmer Federation of FPOs India

Regd. Office.



1ST FLOOR, KHASRA No.856/709 (NEAR CCHAU GATE No.2) AGGARSAIN COLONY, BALSAMAD ROAD HISAR. (HARYANA) 125001 INDIA
Contact No. : +911662319166, Mob.82783 84028

Corp. Office : 71/4 Upper Ground Shivaji Marg Nazafgarh Road, (Opposite Haldiram) New Delhi -110015
Contact No. : +91 89019 84038

Website. www.mykvs.co | E-Mail... support@mykvs.com, Info@mykvs.com

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