

THE TAMILNADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.
CORPORATE OFFICE :: MARKETING UNIT
 No.3A, Pasumpon Muthuramalinganar Salai, Nandanam, Chennai – 600 035

**SPACE FOR
AFFIXING
PHOTO**

**APPLICATION FOR WHOLESALE
DISTRIBUTOR**

Applied for the state of.....

Name of the Company and address	
Name of the Proprietor / Partner/M.D. of the Company (Copy of Registration / Partnership deed)	
Educational qualification of the Proprietor / Partner / M.D. of the Company	
Nature of Existing business/Experience in the Field	
TIN No. (Copy of document to be attached)	
Contact Details: (a) Mobile phone number (b) Landline number (c) Email Id (d) Website, if any	
A. Infrastrucutre Facilities:	
(a) Location	
(b) Area of the Shop	Sq.ft.

(c) Area of the Cold Room	Sq.ft.
(d) Deep Freezer capacity	
(e) Type of vehicles possessed / Hired (Copy of R.C. Book)	
(i) Vehicle Model	
(ii) Nos.	
(iii) Year of Registration	
(iv) Owner's Name	
B. Total manpower employed for distribution of products:	
(i) Office	
(ii) Sales	
(iii) Distribution	
C. Financial Background:	
(a) Present monthly turn over (last one year bank statement to be enclosed)	
(b) The amount that could be invested in this venture	
(c) Income Tax details	
D. Prior Experience in Selling Dairy Products:	
(a) Name of the Company	
(b) Products dealt	

(c) Turnover per month (Copy of documents to be enclosed)	
E. Area of operation preferred (Name of the city and state to be mentioned)	

DECLARATION

I hereby declare that the above mentioned particulars are true to the best of my knowledge. If The Tamil Nadu Co-operative Milk Producers' Federation come to know that any of the above information is false, I agree that they will have the right to reject my request for Wholesale Distributor (or) liable for other action.

SIGNATURE OF THE APPLICANT

Note :

1. The applicants are requested to indicate the quantity of products they can sell per month.
2. They have to indicate the product wise margins they require for doing this work.
3. They have to indicate the location (Name of the state) they want to work.
4. Postal / Courier delays will not be accepted.

>><<

AGREEMENT

THIS AGREEMENT MADE THIS Fifth day of September, 2017 between The Tamilnadu Co-operative Milk Producers' Federation Limited under the brand name called "Aavin" (hereinafter called SELLER) a State Level Apex Co-operative Society Registered under the Co-operative Societies Act, 1964 in the State of Tamilnadu having its registered office at Aavin Illam, Madhavaram Milk Colony, Chennai 600 051, represented by the General Manager (Marketing) which term would include its heirs, successors, assigns etc., hereinafter referred to as the SELLER of the ONE PART known and (Wholesale Distributor) (hereinafter called BUYER) represented by its Partner/Director/Manager (which expression would include its heirs, successors, assigns etc.) of the OTHER PART.

WHEREAS the seller has opted to sell the Dairy Products manufactured by the Federation and its District unions in other states and the BUYER is interested to purchase the Dairy Products from the SELLER for redistribution to the retailers and offered to be buyer in the state of.....

Now, both the parties have agreed to the following terms and conditions:-

- 1) The buyer is appointed as the Wholesale Distributor by the seller in the state having its head quarters in the city of Hyderabad. The Buyer has to distribute the products purchased from the Seller in the areas allotted to him.
- 2) The SELLER is marketing the products namely under the brand name 'aavin'.
- 3) The SELLER will supply the stock at ex-dairy basis. The ex-dairy selling price will be fixed by the SELLER based on the market condition and the BUYER agreed to accept the ex-dairy price fixed by the SELLER. The seller will normally change the price on every 1st and 16th of the month. If 1st/16th falls on holiday the next working day the revision will be informed. The BUYER also agreed to the right of the SELLER to revise the selling prices with intimation to the buyer.
- 4) The Buyer will have to place indents for the products well in advance to the SELLER. A minimum of 5 days advance notice is required for the SELLER to arrange.
- 5) The SELLER will release the stock to the BUYER only after receipt of the payment in full. The payment has to be made to the respective unions in the form of Demand Draft or by RTGS mode. None of the other modes would be accepted.
- 6) The BUYER agrees to the fact that the SELLER will supply the indent products subject to availability.
- 7) The BUYER has to lift the stock at the dairy dock and transport & Insurance of the stocks to their respective state at his own cost.
- 8) The Buyer will have to sell the products at the prices fixed and communicated to them by the SELLER. The BUYER should ensure that their retailers are selling the products not exceeding the Maximum Retail Prices printed on the packs.
- 9) The BUYER agrees that a minimum value of products that he would lift per occasion will be Rs.10.00 lakhs.
- 10) The SELLER reserves the right to appoint additional Wholesale Distributors in the state if needed or to sell directly its products to any other buyers in the state depending upon the need. The seller reserves the right to dispose its products

through NCDFI's e-Market or through open tender even for the areas already allotted to the buyer. The BUYER agreed to the same and also fully aware that no over-riding commission will be paid for these sales.

- 11) The products received from the SELLER should be sold to the consumers as they are in the same condition and no repacking should be resorted to under any circumstances. Any violation of this will lead to cancellation of Distributorship and the BUYER will be liable for payment of damages as ascertained by the seller.
- 12) (a)The BUYER should desist from doing anything with the products of the TCMPE which will result in infringement of the provision of prevention of FSSAI Act, Packaged commodities Act in force, and any other allied laws in force. For any deviation in this regard, on the part of the BUYER, SELLER, will not become liable and the BUYER alone is liable.

(b)In case of any liability devolving on the seller, due to the violation of law as aforesaid by the Buyer, the Buyer shall make good the loss so suffered by the Seller along with damages as fixed by the seller.
- 13) The BUYER will use his resources to spread/publicise the products of the SELLER fully in the markets/area allotted to him to achieve targets fixed by the SELLER. Any slackness noticed on the part of the BUYER in the matter of improving the outflow of the products will result in cancellation of the Distributorship.
- 14) The BUYER shall ensure that stocks of SELLER Products received by him/or retailers are distributed properly on first-in-first-out basis to consuming public to eliminate long storage and consequential deterioration in quality.
- 15) It is understood and agreed to, by the BUYER that he will at all times maintain stocks sufficient to meet the requirements of the retailers. Further online mode will be introduced to monitor the stock at the Buyer godowns.
- 16) It is the responsibility of the BUYER to see that the products of the SELLER are properly and conspicuously displayed at the retail outlets.
- 17) If the SELLER could not supply the products for want of stock, or due to strike, lockout or any other reasons beyond its control and if the BUYER has deposited the value of stocks with SELLER, such deposits will be refunded to the BUYER immediately without any interest.
- 18) The area of operation should be limited to the state specifically authorized / allotted to the BUYER and it should not be extended to other states where other buyers have been appointed by the SELLER. The SELLER reserves the right to modify or alter the area of operation without assigning reasons there for.
- 19) The BUYER agreed to lift and distribute all aavin range of products offered by the SELLER in the area allotted to them. The BUYER has no right to refuse a product or some products.
- 20) It is mandatory on the part of the BUYER to furnish the list of retail outlets covered by him every month without fail in the format enclosed.
- 21) The BUYER agrees to organise special sales counters in schools/colleges/ institutions/ temples in their allotted area to promote the sale of aavin products in the allotted state. The advertisement materials such as pamphlets, posters, danglers and other items will have to be produced by the SELLER in vernacular language.

- 22) (a) The Security Deposit of Rs.2,00,000/- (Rupees Two Lakh only) will have to be paid in the form of Demand Draft in favour of TCM PF Ltd payable at Chennai and the buyer will not be eligible for any interest on this amount.
- (b) The Security deposit will be refundable after the expiry of the contract, provided that any dues from the buyer can be offset by the seller from the security deposit. Any damages or for any violation of the provisions of the contract, any loss is sustained by the Seller, the same shall be recovered from the security deposit.
- 23) The BUYER shall extend all assistance to the accredited representatives of the SELLER to inspect to take extract etc. and to take stock, note the stores conditions and storage and all records relating to sale of its products.
- 24) Claims arising out of stocks received damaged/quality deterioration due to any manufacturing defect will be considered only on merits provided such damage, deterioration and/or manufacturing fault brought to the notice of the SELLER with the damaged products in the same condition i.e without further intentional damage to that within 3 days from the receipt of such stocks. The decision of the SELLER will be final in all such matters.
- 25) In case the buyer does not take delivery of products, when the products are ready and because of such delay if there is spoilage or deterioration in quality, the SELLER will not be liable for any damage and only the buyer has to bear the loss.
- 26) However, the BUYER may formulate and extend any scheme to the retailers to increase sales within his margin. The BUYER hence cannot sell at a price higher than that is fixed by SELLER.
- 27) The Buyer will be given target on month to month basis by the SELLER and the BUYER has to achieve the target so fixed. Any failure to achieve the target will result in termination of this agreement.
- 28) The BUYER shall ensure the successful implementation of any schemes introduced by the SELLER and see that the benefit reaches the intended customer (retailer, consumer, bulk Consumer etc. as the scheme may be meant for). Any steps taken by the SELLER for sales promotion must be fully followed up and properly implemented by the BUYER in his area of operation.
- 29) In case the SELLER gets any information that the BUYER is selling products other than in the area specified for any firm or company through sub-dealer or markets their products on their behalf, the appointment shall stand terminated and the Security Deposit amount will be forfeited. It may also result in black listing the BUYER and the BUYER will not be entertained for dealership of aavin products in future.
- 30) For any violation of any clauses of this agreement, the SELLER has the right to terminate the agreement with the BUYER, apart from taking action to recover damages/loss from the BUYER.
- 31) (a) All disputes/differences and questions what-so-ever which may at any time hereinafter arise between the parties hereto touching or arising out of or in respect of the construction or concerning anything contained in or arising out of this agreement as to the rights, duties or liabilities here under of the parties hereto respectively shall be referred to the arbitration of a single arbitrator to be nominated by the Managing Director, TCM PF and the venue of arbitration will be at Chennai. The arbitration shall be within the provisions of the Arbitration & Conciliation Act.
- (b) In case of any litigation arising out of this contract, only the Courts in Chennai alone will have jurisdiction.

- 32) The SELLER reserves the right to add/delete or modify the terms and conditions as circumstances warrant and according to exigencies. No prior notice is required from the SELLER to the BUYER on these cases.
- 33) The BUYER accept and confirm the above terms and conditions and agree to act as Wholesale Distributor for the Products of SELLER in consumer packs.
- 34) The agreement is valid for a period of one year from the date of agreement. The Renewal of the agreement will be considered subject to the sale performance of the buyer and achievement of targets fixed by the seller.
- 35) Notwithstanding anything contained herein above should the SELLER / BUYER wants to terminate the agreement either party may do so by giving one month written notice to the other party at the latest address available in records. Service of notice by Registered post will be sufficient service / delivery of notice.
- 36) They BUYER has to collect and send the market intelligence report periodically to the SELLER to ascertain the true market condition prevailing in the state of the BUYER.
- 37) IN WITNESS thereof the parties hereto have executed these presents the day and the year herein above mentioned.

for THE TAMILNADU CO-OPERATIVE MILK
PRODUCERS' FEDERATION LTD.

SIGNATURE OF THE WHOLE SALE DISTRIBUTOR

WITNESS: 1)

WITNESS: 2)