

**CONFIRMATION LETTER FROM THE PARTY AGREEING TO TERMS FOR APPOINTMENT AS
BUSINESS ASSOCIATES ON FRANCHISEE BASIS**

AGREEMENT FORM

PROPOSAL FOR :



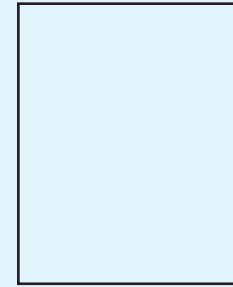
SPRANZA VITA PHARMACEUTICAL LLP

ISO 9001:2015 CERTIFIED

To,

SPRANZA VITA PHARMACEUTICAL LLP

Jurgyan House, 2-3, Satkar Bhawan, Badi Omti, Near Clock Tower, Jabalpur - 482 001



Dear Sir,

We have read, understood and agreed to all the terms & conditions for your company mentioned herein. We, accept our appointment as your Business Associate / Franchisee and will operate in the district(s) mentioned below. We, undertake full responsibility to reach minimum sales of Rs. 50,000/- per month (calculated at Nett Purchase Rate) per district for the first year. We, also agree that we will not return any goods (which are near expiry / expired) to you, as we purchase all goods from you at Nett Rates. We, hereby confirm that all information provided by us in this form is true and correct and we assume full responsibility of any discrepancy / false statement in our particulars provided herein:

1. Name of the Firm	<input type="text"/>	
2. Full Address	<input type="text"/>	
(District, State and Pin Code)	<input type="text"/>	Pin Code <input type="text"/>
3. Constitution of Firm Proprietary / Partnership	<input type="text"/>	4. PAN No. <input type="text"/>
5. Name of Proprietor / Partner	<input type="text"/>	E-mail : <input type="text"/>
6. Telephone No. Office	<input type="text"/>	<input type="text"/>
& STD Code	Residence <input type="text"/>	<input type="text"/>
Mobile	<input type="text"/>	<input type="text"/>
Whatsapp	<input type="text"/>	7. Yearly Turnover <input type="text"/>
8. GSTIN	<input type="text"/>	9. Drug Licence No's 20B- <input type="text"/> 21B- <input type="text"/>
10. Contact Person	<input type="text"/>	
E-Mail ID.	<input type="text"/>	
11. Residential Address	<input type="text"/>	
	<input type="text"/>	Pin Code <input type="text"/>

12. Bankers Name & Address

13. Preferred Transport / Cargo

14. Present Area of Operation

15. Required Area of Operation

16. No. of Delivery Boys 17. Year of Establishment 18. No. of Medical Representative

19. Name of Medical Representative

20. Your Past Achievements
and Vision for Future

21. Other Companies Working as Purchase Per Month
Franchisee / Business Associates Purchase Per Month
 Purchase Per Month

22. No. of Doctors Covered 23. How much you can invest in our company

24. How much Sales per month you can give initially for first 3 months

25. Do you have office of VRL Transport / Safexpress / XPS Cargo / Spot On Cargo / Associated Road Carrier / TCI Freight / Shree Azad
Transport / in your town(please tick)

26. Any Road Permit Valid in your Area "Yes" / "No"

27. Name of Courier Companies in your town preferred by you, (please tick or write)

Professional / Madhur / Origin / On Dot / Blue Dart / Blaze Flash /Trackon.....

Note : All billings are strictly on non returnable basis and in any circumstances company will not take any return goods unless and until there is some manufacturing defect / fault.

For Office Use Only

Thanking you
Yours Faithfully

AREA ALLOTTED.....
PAYMENT ADVANCE.....ABC.....
TRANSPORT.....FREIGHT TO PAY..... TRADE DEPOSIT.....
GST / IGST 5 % / 12 % / 18% / 28%..... Sign. A/c

Seal & Sign. of Party

TERMS & CONDITIONS FOR BUSINESS ASSOCIATES / FRANCHISEE

We are pleased to offer our products to our Business Associates / Franchisee as per the following terms & conditions:

1. **ADVANCE CHEQUE** : One blank Advance Cheque shall be required to be submitted to the Company at the beginning of Association for prompt dispatches in favour of **SPRANZA VITA PHARMACEUTICAL LLP**.
2. **AGREEMENT** : A written agreement will be made between the Company and the Franchisee at the beginning of Association.
3. **AREA** : Franchisee should promote, sell, distribute and work in allotted area only and would not promote the same outside allotted territory. **SPRANZA VITA PHARMACEUTICAL LLP** may cancel franchisee / stop supply / forfeit deposit in case of any infiltration outside allotted area.
4. **BANK ACCOUNT** : You can deposit amount through CHEQUE / CASH in our Bank A/c Name : **SPRANZA VITA PHARMACEUTICAL LLP** and inform us immediately. You can also do RTGS for immediate transfer of amount.

1) HDFC BANK LTD.	A/c No. 50200015815902	IFS Code No. : HDFC0000224
2) STATE BANK OF INDIA	A/c No. 35736151080	IFS Code No. : SBIN0001398
5. **BILLING** : All billings will be made from Corporate Office / Warehouse at JABALPUR (M.P.). The billing will be done on Nett Rates + CGST / SGST / IGST
6. **BREAKAGE / EXPIRY** : Since the goods shall be supplied on Nett Rates Basis, hence no Breakage / Expiry will be replaced under any circumstances. Company will not be responsible for any Breakage / Expiry/No Unsold / Slow Moving or Expired Goods will be taken back.
7. **BUSINESS VOLUME** : Company requires Minimum Business of Rs. 50,000 - 1,00,000/- per District per month as per the Capacity of the district at our billing amount and expects a rise at 30% in Sales every year. The billing will be done on Nett Rates mentioned in the Price List only.
8. **CHANGES IN PRICES/MRP** : **SPRANZA VITA PHARMACEUTICAL LLP** reserves all rights to change MRP / NETT RATES / SCHEMES etc. without any prior notice.
9. **DOCUMENTS REQUIRED** : Following documents are mandatory for the association :
 - (a) Copy of Drug Licence No.
 - (b) Copy of G.S.T. No.
 - (c) Trade Advance as per territory coverage per district Rs 5000/-.
 - (d) One Blank Cheque as Trade Advance in Favour of **SPRANZA VITA PHARMACEUTICAL LLP**
 - (e) Agreement Form duly filled, sealed and signed.
 - (f) Order Accompanied with Advance Draft.
 - (g) Copy of PAN Card of Proprietor / Firm
 - (h) Copy of Address Proof / Aadhar Card
 - (i) Credential Form

- 10. EXCISE & TAXATION** : All Nett Rates in price list are exclusive of IGST / SGST / CGST . Any changes in tax slab by government will effect accordingly.
- 11. FREIGHT** : Our Rates are Ex-Jabalpur (100% freight will be charged). All our despatches shall be made on TO PAY Basis. Company will supply the goods through Cargo / Transport Courier as required by the Party. Franchisee must mention the Transporter of their choice along with the Purchase Order only.
- 12. JURISDICTION** : Subject to JABALPUR Jurisdiction only.
- 13. MARKETING SECURITY** : You can be rest assured that the Company will not do it's own Ethical / Direct Marketing in your Area.
- 14. NOC / LOC EXPENSES** : NOC/LOC expenses should be done totally by Franchisee and **SPRANZA VITA PHARMACEUTICAL LLP** will not share any expenses for Local NOC or Donation to Association.
- 15. PAYMENT** : Payment should be given in advance in favour of **SPRANZA VITA PHARMACEUTICAL LLP** payable at JABALPUR only, or Goods can be despatched directly against At Par Payable Cheques.
- 16. PROMOTIONAL MATERIAL** : Promotional Material Samples and Gifts will be at Actual Cost, subject to availability. The Company shall provide the following Promotional Material from time to time :
- (I) Visual Aid one copy (Set of 2 pieces) free with first order of minimum Rs. 25,000/- (Rupees Twenty Five Thousand) Additional Visual Aid will cost Rs. 2000/- per set of 2 pieces (120 pages).
 - (ii) Sales Promotion Compliments / Gifts will be charged as per the actual cost.
 - (iii) Visiting Cards shall be provided in nominal quantity free of cost.
 - (iv) Sales Promotional Materials like Literature, Sample Catch Covers, Order Book, Stickers, Prescription Pads etc is available free of cost.
 - (v) Other stationery items like daily report pad, expense pad, expense statement pad, stock and sales statement pad, tour program pad etc. may be developed and provided on actual cost basis.
- 17. RIGHT TO MODIFY TERMS** : Company reserves right to Modify / Change terms and condition to franchisee.
- 18. SCHEMES / FREE GOODS** : Company will provide Special Schemes or Free Goods from time to time subject to Sole Discretion of the Company on Nett Rates only.
- 19. SECURITY DEPOSIT** : Franchisee will pay Rs. 5,000/- as Security Deposit per district to **SPRANZA VITA PHARMACEUTICAL LLP**, No Interest will be paid on such deposit.
- 20. SUPPLY OF GOODS** : Supplies will be made within 24/48 hours of working days of placing the order subject to availability of goods. Orders should be placed in written by courier / post / fax / email etc. Goods will be supplied in minimum quantities as specified in ORDERS.To avoid wrong execution of the orders, no telephone orders will be executed. Orders may be kept pending due to Non Receipt of Payment

Seal & Sign of Party