

॥ योग युक्त, रोग मुक्त मानव ॥

कल्पामृत



## DEPOT/FRANCHISE/SHOPPING POINT/SHOPPING POINT REGISTRATION FORM

### 1.PERSONAL INFORMATIONS OF THE APPLICANT: -

Name of the Applicant : \_\_\_\_\_ UID : \_\_\_\_\_

Father's/Husband's Name \_\_\_\_\_

Occupation : \_\_\_\_\_ Qualification : \_\_\_\_\_

Date Of Birth : \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Email Id : \_\_\_\_\_

Bank A/c No. : \_\_\_\_\_ Ifs Code : \_\_\_\_\_

Name and address of the Bank \_\_\_\_\_

PAN : \_\_\_\_\_

Present Residential Address  
\_\_\_\_\_

Village/City \_\_\_\_\_ Post \_\_\_\_\_

Teh. \_\_\_\_\_ Dist. \_\_\_\_\_

State \_\_\_\_\_ PIN Code \_\_\_\_\_

Ph. No. (With STD Code) : \_\_\_\_\_ Mob. No. \_\_\_\_\_

Permanent Residential Address  
\_\_\_\_\_

Village/City \_\_\_\_\_ Post \_\_\_\_\_

Teh. \_\_\_\_\_ Distt. \_\_\_\_\_ State \_\_\_\_\_

॥ योग युक्त, रोग मुक्त मानव ॥

कल्पामृत



PIN Code \_\_\_\_\_ Ph No. (With STD Code) \_\_\_\_\_

Mob. No. \_\_\_\_\_

**2. INFORMATIONS RELATED TO DEPOT/FRANCHISE/SHOPPING POINT, PLACE OF DEPOT/FRANCHISE/SHOPPING POINT AND OTHER:**

Name of the DEPOT/FRANCHISE/SHOPPING POINT :  
\_\_\_\_\_

Complete Postal Address of the DEPOT/FRANCHISE/SHOPPING POINT :  
\_\_\_\_\_

Village/City \_\_\_\_\_ Post \_\_\_\_\_ Teh. \_\_\_\_\_

Distt. \_\_\_\_\_ State \_\_\_\_\_ PIN Code \_\_\_\_\_

Phone No. : \_\_\_\_\_ Mobile No. \_\_\_\_\_

Name, Address, distance and other relevant details of existing DEPOT/FRANCHISE/SHOPPING POINT's, already established at the place of proposed DEPOT/FRANCHISE/SHOPPING POINT, if any: -

- \_\_\_\_\_
- \_\_\_\_\_

Name of the nearest Depot, from the proposed DEPOT/FRANCHISE/SHOPPING POINT: -  
\_\_\_\_\_

Signature of the Applicant \_\_\_\_\_

Name, address, contact no. and nature of relationship of the person who will manage/operate the proposed DEPOT/FRANCHISE/SHOPPING POINT (If different from the applicant): -  
\_\_\_\_\_

॥ योग युक्त, रोग मुक्त मानव ॥

**कल्पामृत**



Village/City \_\_\_\_\_ Post \_\_\_\_\_ Teh. \_\_\_\_\_

Distt. \_\_\_\_\_ State \_\_\_\_\_ PIN Code \_\_\_\_\_

Ph. No. (With STD Code) : \_\_\_\_\_ Mob. No. \_\_\_\_\_

Qualification \_\_\_\_\_

Computer Knowledge \_\_\_\_\_

TIN of DEPOT/FRANCHISE/SHOPPING POINT :-  
\_\_\_\_\_

### 3. DECLARATION (BY APPLICANT)

- i. I hereby declare that the statements made by me in this “DEPOT/FRANCHISE/SHOPPING POINT Application cum Allotment Form” are true to the best of my knowledge and belief and complete in all respects.
- ii. I understand that any information furnished in the application, if found incorrect or false will render me liable for any penal action or other consequences as may be prescribed in law or otherwise warranted.
- iii. I agree that this “DEPOT/FRANCHISE/SHOPPING POINT Application cum Allotment Form” and declarations shall be the basis of the contract between me and Kalpamrit India Marketing PriGSTe Limited.
- iv. I also declare that any changes in the information given above after the submission of this would be conveyed to Kalpamrit India Marketing PriGSTe Limited, immediately.
- v. I have read and clearly understood the terms & conditions of this “DEPOT/FRANCHISE/SHOPPING POINT Application cum Allotment Form”, printed overleaf and I undertake to be abide by and follow them strictly.

Date: - \_\_\_\_\_

Place: - \_\_\_\_\_

(Signature of the Applicant)

### 4. DECLARATION (BY PROPOSER)

- i. We hereby declare that the statements furnished in this “DEPOT/FRANCHISE/SHOPPING POINT Application cum Allotment Form” are true to the best of our knowledge and belief and complete in all respects.
- ii. We also declare that we know the applicant since \_\_\_\_\_ and confirm that the applicant is able to enter into any agreement or contract with the Company. He is honest, reliable and capable to operate/manage Company’s DEPOT/FRANCHISE/SHOPPING



POINT, if allotted. We also undertake his complete responsibility, both in present and future and without dispute or claim.

Name of Proposer:- \_\_\_\_\_ UID No.:- \_\_\_\_\_

(Signature of Proposer)

### TERMS & CONDITIONS

The standard terms & conditions forming part of “DEPOT/FRANCHISE/SHOPPING POINT Application cum Allotment Form for Regular and Online Business” are stipulated as under.

WHEREAS in such terms & conditions, the term “Company” denotes “Kalpamrit India Marketing PriGSTe Limited”, a company incorporated under the Companies Act, 1956 with its CIN U51909UR2017PTC007617 and Registered Office at 50 Mansi Enclave, Kankhal, Haridwar-249408, Uttarakhand, India.

The term “DEPOT/FRANCHISE/SHOPPING POINT” denotes “Pick up Center” and the term “DEPOT/FRANCHISE/SHOPPING POINT Holder” denotes successful applicant of DEPOT/FRANCHISE/SHOPPING POINT.

Signature of the Applicant \_\_\_\_\_

WHEREAS the Company is engaged in marketing and distribution of various types of goods under the brand name of “Kalpamrit”. The company has undertaken a plan to expand its business throughout the country. The Company has considered it necessary to allot “DEPOT/FRANCHISE/SHOPPING POINT” throughout the country to strengthen its sale and distribution network. These

DEPOT/FRANCHISE/SHOPPING POINT will be operated and managed by the DEPOT/FRANCHISE/SHOPPING POINT Holders at their cost and expenses.

The Company will supply its products for sale & distribution to such DEPOT/FRANCHISE/SHOPPING POINT. The Company also owns a domain (website) [www.kalpamritindia.com](http://www.kalpamritindia.com) for facilitating online sales and purchase of products offered by the company. The registered Buyer and guest Buyer can avail the online ordering facility through this portal and DEPOT/FRANCHISE/SHOPPING POINT registered under this shall operate as distribution point for such purchases.

॥ योग युक्त, रोग मुक्त मानव ॥

**कल्पामृत**



The Terms & conditions for operation and management of aforesaid DEPOT/FRANCHISE/SHOPPING POINT by the DEPOT/FRANCHISE/SHOPPING POINT Holder are stipulated as under: -

1. The DEPOT/FRANCHISE/SHOPPING POINT Holder shall work consciously in a professional manner for the sale and distribution of Company's products.
2. DEPOT/FRANCHISE/SHOPPING POINT Holder shall totally concentrate over the sale and distribution of Company's products. He shall not involve in any other business/employment of similar nature either directly or indirectly.
3. DEPOT/FRANCHISE/SHOPPING POINT Holder shall neither permit nor involve directly or indirectly in operation/management of any other business/activity of similar nature at the place/territory allotted to DEPOT/FRANCHISE/SHOPPING POINT.
4. DEPOT/FRANCHISE/SHOPPING POINT Holder shall not change the name, address and other arrangements of allotted DEPOT/FRANCHISE/SHOPPING POINT as stated in its agreement without written permission of the Company.
5. DEPOT/FRANCHISE/SHOPPING POINT Holder shall be responsible to arrange covered, specified and segregated shop/showroom at the place of DEPOT/FRANCHISE/SHOPPING POINT. In case of rented premises, he shall also be responsible to pay rent and other charges including the local taxes etc out of his pocket. He shall also be responsible to arrange necessary furniture & fixtures, electric installation, computer & software, printers, telephone and internet connections, manpower, electricity & water connections, interior and exterior decoration, displays etc. as per the guidelines of the company for the DEPOT/FRANCHISE/SHOPPING POINT at his own costs.
6. DEPOT/FRANCHISE/SHOPPING POINT Holder shall undertake to keep open the DEPOT/FRANCHISE/SHOPPING POINT, from 10.00 a.m. to 8.00 p.m. on all working days and shall provide adequate time and response to all customers of the company.
7. DEPOT/FRANCHISE/SHOPPING POINT Holder shall provide computerized invoices to all purchasers through its official login ID allotted by the Company.
8. DEPOT/FRANCHISE/SHOPPING POINT Holder shall be responsible to make all sales strictly in accordance with the company's guidelines. He shall also be responsible to provide complete and detailed information of the company's sales promotional schemes and its benefits to all purchasers adequately but he shall not provide special discounts to anybody, without written permission of the Company.
9. DEPOT/FRANCHISE/SHOPPING POINT Holder shall appoint qualified and competent staff and who are employed solely by DEPOT/FRANCHISE/SHOPPING POINT Holder and not by the Company. DEPOT/FRANCHISE/SHOPPING POINT Holder is solely responsible for hiring, training and discharging employees and setting their wages and terms of employment. DEPOT/FRANCHISE/SHOPPING POINT Holder shall comply with all applicable laws and regulations, including, but not limited to, workers' compensation laws. DEPOT/FRANCHISE/SHOPPING POINT Holder shall require employees to wear such uniforms or attire as the company prescribes periodically, and otherwise comply with the ongoing system standards.

॥ योग युक्त, रोग मुक्त मानव ॥

कल्पामृत



10. DEPOT/FRANCHISE/SHOPPING POINT Holder and/or his employees shall attend the company's training intended for obtaining necessary information about products, if he receives a written invitation.

11. DEPOT/FRANCHISE/SHOPPING POINT Holder shall store the product at temperatures to maintain product shelf-life. The package/pallet integrity should be maintained throughout the storage period to maintain the condition of the finished product.

12. DEPOT/FRANCHISE/SHOPPING POINT holder shall be liable to act in way that none of its activity is harmful for the company's interest.

13. DEPOT/FRANCHISE/SHOPPING POINT Holder shall not assign, mortgage, hypothecate, sublet or otherwise part with possession or create any right in third party rights in the allotted DEPOT/FRANCHISE/SHOPPING POINT without written consent of the Company.

14. DEPOT/FRANCHISE/SHOPPING POINT Holder shall observe and comply with all laws, rules & regulations etc. for the time being in force. In case of any default, he shall be personally liable.

15. DEPOT/FRANCHISE/SHOPPING POINT Holder shall maintain and keep in possession adequate stock of Company's products for sale and distribution. In case of paucity of adequate stock, Company reserves the right to allot the DEPOT/FRANCHISE/SHOPPING POINT to anybody else at the same place as per its free will. The Company has absolute discretion to appoint additional DEPOT/FRANCHISE/SHOPPING POINT Holder/s at the same place without any notice to existing DEPOT/FRANCHISE/SHOPPING POINT Holder.

16. In all cases Company will acknowledge only the payments, received either by direct deposit/RTGS/NEFT or online fund transfer to the Company's Bank A/c.

17. If the DEPOT/FRANCHISE/SHOPPING POINT Holder receives any product whose "Best Before Date/Expiry Date" as printed over it is very short and the sale and/ or distribution of such products is not practicable before the "Expiry Date", he shall intimate the Company immediately in writing on receipt of such products and shall take all necessary steps as per directions of the Company. In case of default, the Company shall not be responsible for any loss or damage incurred. It will be the sole responsibility of the DEPOT/FRANCHISE/SHOPPING POINT Holder to deliver the products well before their expiry date so that Buyer can properly use the product. The DEPOT/FRANCHISE/SHOPPING POINT Holder shall not sale the products after the expiry date / period mentioned thereon. The company shall not be responsible for any damages for such sale and the DEPOT/FRANCHISE/SHOPPING POINT Holder shall alone be responsible for the consequences.

18. DEPOT/FRANCHISE/SHOPPING POINT Holder shall prepare and maintain all requisite books of accounts e.g. journals, ledgers, registers, invoices, returns, challans etc. and statutory records. The Company reserves the right to carry audit of such records at any time without notice to DEPOT/FRANCHISE/SHOPPING POINT Holder. The DEPOT/FRANCHISE/SHOPPING POINT Holder shall be responsible to cooperate with them and provide them all facilities, documents and information required to carry such audit. DEPOT/FRANCHISE/SHOPPING POINT Holder shall prepare and forward to the company various reports and information that the company deems necessary.

19. DEPOT/FRANCHISE/SHOPPING POINT Holder shall follow FIFO method for product rotation/inventory control and accounting.

॥ योग युक्त, रोग मुक्त मानव ॥

**कल्पामृत**



20. DEPOT/FRANCHISE/SHOPPING POINT Holder must not use the website or get involved in any activity that can causes or likely to cause the interruption, damage or impair to the website in any way.
21. DEPOT/FRANCHISE/SHOPPING POINT holder shall be solely held responsible and liable for any misbehave, misconduct, or illegal activities committed by DEPOT/FRANCHISE/SHOPPING POINT holder or their representative, or by delivery person during the course of delivery of products.
22. DEPOT/FRANCHISE/SHOPPING POINT Holder shall have no right to claim damages for delayed/defective supplies against the Company in any case.
23. DEPOT/FRANCHISE/SHOPPING POINT Holder will have to make an interest free (refundable) Security Deposit of minimum Rs. 10,000/- for franchise, Rs. 50,000/- for depot to the Company along with this duly sealed and signed application form,
24. Company will reimburse only the actual GST payable as per local GST Act @ rules thereon by the DEPOT/FRANCHISE/SHOPPING POINT Holder subject to the condition that such claim for reimbursement is submitted by the DEPOT/FRANCHISE/SHOPPING POINT Holder within 15 working days of filing of respective GST return. No claim will be entertained after the said period.
25. DEPOT/FRANCHISE/SHOPPING POINT Holder shall also perform the following tasks related to online business of the company generated through [www.kalpamritindia.com](http://www.kalpamritindia.com)
26. DEPOT/FRANCHISE/SHOPPING POINT Holder shall be solely responsible for the collection of amounts due from the buyers who have made online order on [www.kalpamritindia.com](http://www.kalpamritindia.com).
27. DEPOT/FRANCHISE/SHOPPING POINT Holder will ensure timely delivery of the product to the user. He will make a maximum of two attempts to deliver order. In case the Buyer is not reachable or does not accept delivery of products in these attempts, then the DEPOT/FRANCHISE/SHOPPING POINT Holder reserves the right to cancel the order(s) at his discretion and intimate the company immediately.
28. DEPOT/FRANCHISE/SHOPPING POINT Holder shall facilitate the return or exchange of the product booked online by buyers as per the return or exchange clause mentioned in "Terms of Use" for [www.kalpamritindia.com](http://www.kalpamritindia.com)
29. DEPOT/FRANCHISE/SHOPPING POINT Holder shall submit his claim for the expenses incurred in relation to swapping machine within 30 days of receiving swapping machine monthly statement. No claim will be entertained after the said period.
32. DEPOT/FRANCHISE/SHOPPING POINT Holder will deliver the product as per the ordered quality, quantity and packaging. DEPOT/FRANCHISE/SHOPPING POINT Holder remains responsible for overall quality, timely delivery and cost of delivery.
33. DEPOT/FRANCHISE/SHOPPING POINT Holder shall issue the tax/retail invoice to the user with the total price for the Goods inclusive of all taxes.
34. In case of any dispute with a buyer regarding quality of products etc., the DEPOT/FRANCHISE/SHOPPING POINT Holder shall intimate the facts to the Company immediately and the Company will suggest the appropriate action in the facts and circumstances of the case.

॥ योग युक्त, रोग मुक्त मानव ॥

कल्पामृत



35. Company shall not be liable to DEPOT/FRANCHISE/SHOPPING POINT Holder or any buyer for any lost profits or savings, consequential, incidental, special or punitive damages arising from use, misuse, or inability to use products.

36. The Company shall terminate/revoke allotted DEPOT/FRANCHISE/SHOPPING POINT with immediate effect and without any notice to DEPOT/FRANCHISE/SHOPPING POINT Holder in following and other circumstances:-

(i) if DEPOT/FRANCHISE/SHOPPING POINT Holder is declared insolvent or there is likelihood of his becoming bankrupt, or

(ii) He incurs heavy debts, or

(iii) He breaches any of the terms & conditions stipulated herein and fails to rectify the same or fails to fulfill his duties and obligations despite of directions of the Company within 30 days, or

(iv) Any other condition as the company may deem fit.

Such termination/revocation shall be without prejudice to any right of remedy of each party. However, the Company reserves the right to confiscate all payables of the DEPOT/FRANCHISE/SHOPPING POINT Holder, may it be cash or kind.

Upon termination/revocation of DEPOT/FRANCHISE/SHOPPING POINT for any reason: -

i. The relationship between the parties shall immediately come to an end.

ii. Any obligation which shall expressly or by implication is intended to remain in force even after the termination/revocation shall be given effect in letters and spirit.

36. In case of expiry or earlier termination of DEPOT/FRANCHISE/SHOPPING POINT Holder's agreement with the Company, the DEPOT/FRANCHISE/SHOPPING POINT Holder shall deliver to the Company forthwith and without delay the unsold stock in good saleable condition and the expiry or "Best Before Date" has not elapsed along with all books of accounts and other documents related to the Company. However DEPOT/FRANCHISE/SHOPPING POINT Holder shall also be responsible to fulfill all pending orders or enquiries, until the final settlement of accounts takes place and "NO DUES CERTIFICATE" is issued by the Company.

37. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labour strikes, adverse climatic conditions, power outage, failure of performance by a third party (not due to any act or omission by either Party) or any other cause beyond the reasonable anticipation and control of either Party to this Agreement despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations.



॥ योग युक्त, रोग मुक्त मानव ॥

कल्पामृत



38. DEPOT/FRANCHISE/SHOPPING POINT Holder will, at his costs, indemnify, defend and save the company and its affiliates, successors and assigns, and the officers, directors, members, managers, shareholders, administrators etc. from and against any and all claims, demands, actions, suits, judgments and liabilities of any kind and character whatsoever (collectively, "Claims") for damages arising from personal injury or property damage caused by the DEPOT/FRANCHISE/SHOPPING POINT Holder or anyone for whose acts the DEPOT/FRANCHISE/SHOPPING POINT holder may be held responsible, then the DEPOT/FRANCHISE/SHOPPING POINT Holder shall indemnify the company and fully reimburse any loss, damage or expenses, including the attorney's fees provided the claims arise out of or in connection with breach of any representation or warranty by the DEPOT/FRANCHISE/SHOPPING POINT Holder or arise due to performing such acts or deed due to which any claim is brought against the company by any third party. DEPOT/FRANCHISE/SHOPPING POINT Holder agrees to fully cooperate with Company in the defense of such Claims.

39. Nothing contained herein shall be deemed to make DEPOT/FRANCHISE/SHOPPING POINT Holder as a business partner or joint venture or agent or partner of Company for any purpose.

40. All relevant information and documents related to the DEPOT/FRANCHISE/SHOPPING POINT Holder will be published by the company on its official website i.e. [www.kalpamritindia.com](http://www.kalpamritindia.com). DEPOT/FRANCHISE/SHOPPING POINT Holder shall update himself by visiting the Company's website regularly and act accordingly.

41. The failure to exercise any right by the Company provided herein shall not be deemed waiver of such rights.

42. If any clause of the terms and conditions shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining terms and conditions of "DEPOT/FRANCHISE/SHOPPING POINT Application cum Allotment Form for Regular/Online Business".

43. The terms & conditions stipulated herein are subject to revision by company from time to time. The company reserves the right to append new term/s & conditions or to modify/delete/amend the terms & conditions, stipulated herein and no disagreement will be entertained by the Company.

44. That the company reserves all the rights to add, delete, amend, and alter any of the terms and conditions of this application form without any prior notice, on retrospective basis also. All such future changes shall be binding to all existing DEPOT/FRANCHISE/SHOPPING POINT HOLDERS. Such changes shall be updated online by the company. DEPOT/FRANCHISE/SHOPPING POINT HOLDERS shall be liable to keep themselves update with the changes made by the company.

45. In case any dispute arises among the parties hereto out of or in relation to or in connection with this agreement, of the breach, termination, effect, validity, interpretation or application of this agreement or as to their rights, duties or liabilities there-under, or as to any act, matter or thing arising out of, consequent to or in connection with this agreement, the same shall be referred to a Sole Arbitrator identified and nominated by the Company. The decision of the arbitrator shall be final and binding upon the parties. The venue of the arbitration proceedings shall be Haridwar (U.K.) only. The arbitration proceedings shall be in English language and shall be governed by Arbitration and Conciliation Act, 1996.

46. The terms & conditions stipulated herein shall be governed by and construed in accordance with the laws of India and under exclusive jurisdiction of the Courts in Haridwar.

॥ योग युक्त, रोग मुक्त मानव ॥

# कल्पामृत



I verify that I have read and understood the terms & conditions stipulated as above and hereby undertake to be with them strictly.

Date: - \_\_\_\_\_ Name: \_\_\_\_\_

Place : \_\_\_\_\_ Designation: \_\_\_\_\_

(Signature of the Applicant)

Witnesses:

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

