**DISTRIBUTION AGREEMENT**

AGREEMENT made this day, \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between,

**MILDSTONE PLASTER (OPC) PVT. LTD., having** its office at **59th, First Floor, Harsh Vihar, Pitampura, New Delhi - 110034** (here in after referred to as “ELITE GOLD”) and includes its assignees, nominees, successors, etc., and represented through Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an authorised signatory.

 On the FIRST PART

And,

**M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, having its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “THE DISTRIBUTOR”) and includes its proprietor, partners, heirs, successors, nominees, assignees, trustees, representatives, etc. and represented through

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an authorised signatory (an original authority letter is attached herewith).

 On the SECOND PART

For the Territory **- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

Do enter into a **Distributorship Agreement** as under –

1. MILDSTONE PLASTER OPC PVT.LTD deals in wide range of construction related wide products like, wall putty ,paints, decorative white cement, tile adhesive, water proofing products, etc., currently from the state of RAJASTHAN, more particularly identified on the price list attached hereto and made a part hereof, as Schedule- A (hereinafter referred to as the “Products”). The list of products may vary from time to time and will be intimated to the DISTRIBUTOR in writing before its applicability in its sales territory.

2. THE DISTRIBUTOR will adhere to the prices as per the price list attached herewith as Schedule – A.

3. THE DISTRIBUTOR desires to secure from MILDSTONE PLASTER OPC PVT.LTD is willing to grant to THE DISTRIBUTOR, the exclusive right to sell and distribute ELITE GOLD Products in the above defined Territory with the exception, if any, of the area – called, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or any product, namely \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. THE DISTRIBUTOR will not deal in any other brand/products similar to the line of products dealt by MILDSTONE PLASTER OPC PVT.LTD

5. THE DISTRIBUTOR shall use its best efforts to promote the sale and distribution of MILDSTONE PLASTER OPC PVT.LTD. Any laxity in the promotion thereof found on the part of the DIRSTRIBUTOR shall be construed as violation of the spirit of this Agreement and may be subject to some punitive action against the DISTRIBUTOR.

6. THE DISTRIBUTOR will guide, supervise and monitor the work activities of the sales executive/representative appointed by the company in the above territory. For all official purposes the distributor shall maintain, or cause to be maintained, the activity report of the sales staff for the distribution of products handled by the DISTRIBUTOR and submit the same to MILDSTONE PLASTER OPC PVT.LTD.

7. THE DISTRIBUTOR will submit to MILDSTONE PLASTER OPC PVT.LTD the monthly sales report and the stock report by the 7th of the next month.

8. MILDSTONE PLASTER OPC PVT.LTD will support the DISTRIBUTOR with all orders or inquiries emanating outside territory but deliverable for the products within the territory.

9. THE DISTRIBUTOR shall not do any cash transaction with the salesperson. If done, the DISTRIBUTOR will be solely responsible for such transactions.

10. Price List: According to price list subject to changes (T&c) applied

11. **Minimum Off take of Finished Goods:** The DISTRIBUTOR will ensure to lift the material of minimum quantity of 35mt in each lot of supplies. However, it will NOT the material covered under any scheme, that is, it should be against fresh sale.

12. **Primary Freight:** The Primary freight from the factory to the DISTRIBUTORS

 Godown will be borne by the DISTRIBUTOR to the transporter. The same will be deducted from the sales invoice.

13. **Secondary Freight**: MILDSTONE PLASTER OPC PVT.LTD will reimburse the secondary freight from the DISTRIBUTORS Godown. The same will be deducted from the sales invoice.

14. **Applicators Promotion:** The DISTRIBUTOR will be responsible to conduct the painter’s meet in their sales territory with prior approval from MILDSTONE PLASTER OPC PVT.LTD, in writing, and the expenses for the maximum of 100 such meets shall be reimbursed/paid to the distributor as under:

a) The DISTRIBUTOR will have to get the budget sanctioned for each such meet in writing. Refreshment expenses @50/- per painter will be sanctioned.

b) The same will be reimbursed only after getting the post-event detailed report with painter’s name & their respective mobile numbers, event photographs with some group photos, videos, etc. The report should be verified by the MILDSTONE PLASTER OPC PVT.LTD

c) The gift items & banners, if any, will be arranged by MILDSTONE PLASTER OPC PVT.LTD at its cost.

 d) Once the conditions are fulfilled by the DISTRIBUTOR, the event expenditure will be credited to their account in the form of credit note (CN).

 The scheme will be applicable from the date of the first consignment.

15. **Sales/Brand Promotion**: MILDSTONE PLASTER OPC PVT.LTD will promote the brand in the territory by way of wall painting upto 10,000 sq. ft. (approx.) or installing around 50 Dealer boards. The above brand promotion would be depending on the sales achieved higher the sales, higher would be the promotion & visibility of the brands.

This promotion scheme will be affected after the third consignment.

16. **Complaints – product defects:** The DISTRIBUTOR will report, in writing, any complaints with respect to the quality of products within 7 days from the date of receipt of material, by giving details like product name, pack size and the respective production batch number.

17. **Complaints – damaged goods:** The complaints regarding the damaged packing must be reported to MILDSTONE PLASTER OPC PVT.LTD with photographs immediately on the receipt of goods at the godown. If approved by MILDSTONE PLASTER OPC PVT.LTD, in writing, the value of the same should be deducted out of the payment to be made to the transporter.

18. **Terms of Payment:** The Distributor shall pay through RTGS/NEFT as advance payment against the purchasing of material to the given below company bank details

**“Mildstone Plaster (opc) Pvt. Ltd”**

**ACCOUNT NUMBER – 169405002213**

**IFSC – ICIC0001694**

**BANK NAME ICICI – (LOK VIHAR, PITAM PURA, DELHI -110034)**

 19. **Termination of Agreement**: This distributorship agreement may be terminated with one month’s notice, in writing, from either party.

WHEREAS, signed by the said parties in the presence of the witness mentioned.

Witnesses1: First Party

1. Name & Address

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Witnesses2: Second Party

1. Name & Address

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