



# KEVA KAIPO INDUSTRIES PVT. LTD.

ADDRESS. PLOT NO.18 AND 19, SAHNEWAL DEHLON ROAD, VILLAGE TIBBA, LUDHIANA, PUNJAB, 141120

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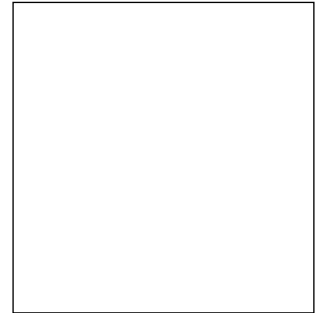
## APPLICATION FOR THE APPOINTMENT OF AREA STOCK POINT

Applicant Name: .....

Business Name: .....

Direct Seller ID: ..... Name: .....

Referral ID: ..... Name: .....



Company / Firm / Business Address : .....

.....

Telephone No. (Office): ..... (Resi.) : .....

Fax No. : .....

Mobile No. : ..... E-mail : .....

### BANK ACCOUNT DETAILS

Telephone No. (Office): ..... (Resi.) : .....

Account No. : ..... A/C Type : .....

Pan No. : ..... GST No : .....

IFSC Code : .....

### STOCK POINT CENTER DETAILS

Area Stock Point center covered Area (Sq. Ft.) ..... Office Area: .....

Seminar / Meeting hall Area : ..... Other Facilities: .....

Proposed Products Storage location: .....

## PROPOSED TERRITORIAL JURISDICTION

Area ..... District : .....

State : .....

First Order Rs : ..... Rupees : .....

**MODE OF PAYMENT:** Cash / Demand Draft No. : ..... Dated

Bank Name: ..... Account Transfer Detail : .....

**LANGUAGES KNOWN** (Please ✓ & mention If any other Known)

LANGUAGES	SPEAK	READ	WRITE
1. English	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Hindi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## AREA STOCK POINT DETAILS

Name: ..... Direct Seller ID : ..... Signature : .....

Residence Address : .....

Telephone No. : ..... Mobile Number : .....

Postal Code : ..... Town / City : .....

I/We residing at the above mentioned address formally signify my interest to apply for a Area Stock Point at the above address of territory. I/We hereby declare that the above information provided by me/us are true and correct to the best of my/our knowledge and the company reserves the right to disapprove my/our application for any misrepresentation. Besides, I/We have clearly read, understood & accepted the Area Stock Point Agreement (Appended below).

**. I/We understand that there is no right of appointment and the same is subject to your sole discretion.**

I/ We further declare that the information given is true and shall promptly inform your company of any change thereof and we undertake to furnish you further information as and when required.

**Signature of Applicant**

**Date : .....**

**(Applicants are advised to keep a copy of this filled application for future reference.)**

Area Stock Point Agreement

This agreement of consent is electronically executed here at Ludhiana on this .....day of,..... 2022 by and between: Keva Kaipo Industries Pvt Ltd, a company carrying on Direct Selling business situated at Plot No. 18-19, Sahnewal Dehlon Road, Village Tibba, Ludhiana- 141120 through its authorized person/signatory (hereinafter called the "Company") And

Company Name..... Director .....s/o ..... residential address..... (hereinafter called to be the party of the Second party).

Whereas, the company deals in marketing and distribution of various types of products through the "Direct Selling" system under Brand Names "Keva" and "Kaipo". The company has undertaken a Retail & Team Sales Incentive plan to expand its business throughout the country. The Company has considered it necessary to allot "Area Stock Points" throughout the country to strengthen its sale and distribution network. Area Stockist is a person who has been authorized by the Company to sell and distribute its goods via physical outlets (also known as Area Stock Points) and who purchases from the Company in bulk. His actions and role is guided by this Agreement. These Area Stock Points will be operated and managed by the Area Stock Point themselves at their cost and expenses. Getting all these facts cleared, the Second party has approached the Company and is interested to work as Company Area Stock Point with the First Party to which Company has agreed. Second party is working with the Company, under the allotted Area Stock Point ID No. , to which the Company confirms and will belong to a second party till they make endeavors to promote/enhance the business of the company by strictly following the company's guidelines, Policy and procedures and other by-laws.

Below are the details of Area Stock Point requirement and benefits: -

**Training and Education:** Company will provide Regular Training and Education of Products and Services.

**Sales Generation:** The business of Second Party will solely depend on its endeavors and along with the efforts of the Area Stock Point, Company will support only in terms of Sales Generation. In this respect, the Company will provide all the marketing related tools like catalog, Leaflets, Posters, Pamphlets, Banners etc. in consultation with Area Stock Point in the assigned territory.

**Area Exclusivity:** No specific region is designated to the Area Stock point, it can be established anywhere depending upon product's demand.

**Source of Income:** All the direct sellers of the Company are at full liberty to establish Area Stock Point after intimating the Company and in pursuance of the Keva Rules of Conduct, Policy and Procedures and other by-laws of the company. Margin for Area Stock Point will be up to 20% of MRP of products/services. Any change in margin will be informed to the Area Stock Point from time to time and may vary product wise.

**Obligations of Party 2**

1. The Second Party shall have a warehouse to store the products and all the relevant expenses including for the safe storage of the goods will be borne by the Second Party.
2. All sales shall be sent by the first party to the Second party on 100% advance payment basis and the account shall be cleared on bill to bill by the second party on a monthly basis by way of issuing invoices/account statements.
3. That the books of accounts, records, vouchers and other related record's register shall be maintained by the Second Party as prescribed by law in force and shall be made available in the Second Party office for inspection at any time by the 'Company', government agencies or their authorized agent.
4. That the Second Party will be responsible for the payment of all taxes including GST to the concerned authorities for the sale made by him and any default or penalty to be paid in this regard shall be the sole liability of the Second Party. Second Party would be responsible to procure Trade License as per applicable law and would be liable for any financial implication/penalty.
5. In case of damage or loss in transit, the company will give the "Credit Note" to the Second Party against a satisfactory report.

6. Regarding Goods Supply & Delivery)

- a. In case of any damage, defect or shortage at the time of delivery, the company shall replace or supply the short/damaged goods if Area Stock Point will provide the POD (Proof of delivery) along with photographs at the time of delivery signed by Courier/ Transport Company approving the condition of goods.
  - b. After delivery of goods, only Area Stock Point shall be responsible for the condition of goods in his /her premises. Company shall not be responsible for any damages/theft or loss of stock in the Area Stock Point premises.
  - c. Where a product is found defective or damaged but could not have been discovered earlier, and the same is brought to the notice of the Second Party by the buyer, he shall inform the buyer of the products return policy who can then intimate and approach the First Party accordingly.
  - d. Area Stock Point is advised to take insurance of the premises to mitigate any losses on account of untoward events.
7. The Second Party shall sell all products before the expiry period. The Transportation cost shall be borne by the Company till the door of the Second Party. The Second Party will bear warehouse Rent, loading & unloading charges, courier and freight charges and all other incidental charges.

It will be the sole responsibility of the second party to deliver the products well before their expiry date so that Buyer can properly use the product. The Second Party shall not sell the products after the expiry date / period mentioned thereon. The company shall not be responsible for any damages for such sale and the second party shall alone be responsible for the consequences.

8. This agreement may be terminated by parties hereto after giving one month prior notice to the other without assigning reason and on the expiry of the said period from receipt of the notice this agreement shall stand terminated.

In case the second party does not comply with this term then the company has discretionary right to withhold the commission of the second party and may adjust the said amount towards the losses/damages suffered by the company.

9. When a second party leaves the company or upon suspension/ termination, Company can transfer the ownership of business to anybody to which company deems fit to sustain the business. On such termination/transfer, the second party's rights in the business shall cease to exist.
10. The Second Party must bear the cost of building his business on his own. This is solely his responsibility and the Company will not be responsible in any way. The company will not be responsible for the management or governance of the second party's network of direct sellers.
11. Company has right to revoke the direct seller contract with the second party in case the Second Party is found guilty of violating the Term & conditions or policy & procedures of the company/doing anything against company's interest.
12. The company can hold the payouts or commission of the second party if found guilty or is suspicious of violating the Terms & conditions and policy & procedures of the company/doing anything against company interest.
13. If any Direct Seller/customer of the Second party complains against the second party, he shall be responsible to resolve it.. First party will not be responsible in that regard. All the expenses in resolving the complaint shall be borne by the Second Party.

However, if the complaint of the direct seller/customer is regarding the product/service, it shall be addressed by the Company as per its Grievance Redressal Policy.

Second Party shall indemnify and hold harmless the Company and its Directors, officers, employees, agents, stockholders, customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of the Second Party committed in non-conformity with the rules and regulations of the Company.



14. 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, labor 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.

In case of force majeure, no party shall be liable to the other for any losses arising out of force majeure.

15. Second party shall work as per prevailing laws that guide the direct selling business in India, policy and procedures issued by the Company and other byelaws.

16. Company shall not entertain any requests for sharing any information with the second party at any stage regarding Company's direct sellers.

17. Second party shall be able to view all the information, access to which is given to the second party on the portal of the company and to which the second party can access by using ID/password. The Second party must keep his ID & password confidential at all times.

18. Second party shall be paid Commission basis upon business brought to the company in terms of sale given to the company. Keva Kaipo Industries Pvt Ltd does not make any representation that any person would achieve financial success without working or by relying solely on the efforts of others. Compensation is based upon sale of its product.

19. Closing shall take place on a monthly basis.

20. Second party will be solely responsible for updating the correct bank details and profile details. Company will not be liable for delay in income transfer or transfer in wrong accounts due to wrong updation of bank details.

21. If the Second party has any confusion or concern regarding the business, he shall bring the matter to the company directly to resolve. Second party shall not do any act/acts that are purported to malign the image of the Company or its products or its directors/officers, etc . It will be the responsibility of Second Party to ensure Company's Branding is in place at all times

22. Second party further promises/assures to the Company as follows:

a. The second party shall not use misleading, deceptive and unfair trade practice.

b. The second party shall not use misleading, false, deceptive and or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any prospective direct seller, in their interaction with prospective direct sellers.

c. Second party shall not make any promise/assurance to any direct seller/ prospective direct seller that cannot be verified or make any promise that cannot be fulfilled.

d. The second party shall not knowingly make, omit, engage or cause or permit to be made any representation relating to the direct selling operation, including Retail & Team Sales Incentive Plan or agreement between the company and the direct seller, or the products or services being sold by such second party which is false and or misleading.

e. Second party shall not provide any literature and/or training material not restricted to collateral issued by the company, to a prospective and or existing direct seller, which has not been approved by the Company.

23. This Agreement shall be governed by and must be construed in accordance with the laws of India.

24. The parties to this agreement agree to submit themselves to the exclusive jurisdiction of the Court of Ludhiana in the matter of any dispute arising between them.

The parties shall endeavor to settle any dispute or difference arising out of or in connection with this Agreement amicably as per the Grievance Redressal Policy. Where the grievance can't be resolved as per the policy, the parties agree to submit the matter for arbitration where the matter shall be addressed at Ludhiana and the award of the single Arbitrator (appointed by the first party and informed to the second party) shall be final and binding on all Parties. Subject to the above, courts at Ludhiana shall have exclusive jurisdiction in relation to any matter arising thereto and which events or the effects thereof are not attributable to a Party's failure to perform its obligations.

25. Company reserves the sole right to adopt, amend, modify, supplement, or rescind any or all of the stock Point agreement terms, as necessary & at any point of time. Company shall intimate such changes via prior notice of 30 days to the Area Stock Point.

This Area Stock Point Agreement along with its Terms & Conditions constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures and is binding on the parties named herein above and Keva Kaipo Industries Pvt. Ltd.

