

**Creative Peripherals & Distribution Pvt. Ltd.**

B-111, Mandpeshwar Industrial Estate, S.V.P. Road, Opp - M.C.F Club, Borivali (W), Mumbai 400 092 India.

**Dealer Registration Form**

Type of Organization:	Proprietorship/Partnership firm/Private Ltd / Public Ltd.
-----------------------	---

Name of the Organization:	M/s. _____
---------------------------	------------

Registered Office :	_____
---------------------	-------

Phone No. _____ Fax No _____
Email _____

Branch Office 1)		
_____		
2)		
Phone No :	Fax No :	Mail:

Premises Detail: Owned/ Rented/ Leased	No. of Years _____	Area _____ (Sq Ft)
Sales Tax LST/TIN: _____	CST: _____	_____
Income Tax P.A.N _____	T A N _____	_____

Name and Residential address of the Prop. /Partners/Directors (Please attach separate sheet, if more than two)

1) _____		2) _____	
Phone: _____		Phone _____	
Passport No.:- _____		Passport NO:- _____	
Business Profile:		No of Years in IT Industry _____ Years Non IT Industry _____ Years	
No. of Personnel employed: a) Sales _____ Nos.		b) Service _____ Nos.	
c) Others _____ Nos.			

Products Currently		Credit	
Dealing in	Procured From	Amount (In Lakhs)	No. of Days

Financial Details:	A) Capital Employed _____ (Lakhs)		
	B) Average Inventory _____ (Lakhs)		
C) Turnover (Last Fin. Year): IT Industry _____ (Lakhs) Non IT Industry _____ (Lakhs)			
D) Name & Address of the Banker:			
E) Account No:			
F) Type of Facility enjoyed with the Bank:	OD _____ (Lakhs) /CC _____ (Lakhs)		

**Declaration:** \_

Mr./Ms. \_\_\_\_\_, the Proprietor/Partner/Director of M/s \_\_\_\_\_ do hereby Declare that the particulars furnished above are true and correct to the best of my Knowledge and belief. I also confirm having read understood and agreed to the Terms and Condition as mentioned over leaf.

Date :

Place:

Signature & Seal

**Enclosures: - (Please put tick mark)**

- 1) Memorandum & Articles of Association/Partnership Agreement 2) CST & LST Registration proof.3) Copy of Passport – Proprietor/Partner(s) /Director(s) 4) Proof for Income Tax PAN  
5) Latest Audited Accounts with Income Tax return acknowledgement copy 6) Bank Statement for the previous 3 months.

<b><u>FOR INTERNAL USE ONLY:-</u></b>	
Name sales Sales Executive	: _____ Branch Manager
Mode of Payment	:DD/CDC / Credit
If credit, amount of credit recommended :	_____ (Lakhs) _____ (Days)
Date:-	Signature
Business Head	
Credit Sanctioned:-	_____ (Lakhs) _____ (Days)
Signature of Credit Manager/Director	
Date:	

### **Terms & Condition of Dealership (Refer to Declaration):-**

In the event of Creative Peripherals & Distribution Pvt. Ltd. (CPDPL) accepting and registering the dealer Registration Form and upon appointment as Dealer, following terms and condition in addition to CPDPL's standard terms and condition shall be applicable to a Dealer.

- 1) Appointment of a Dealer shall be at the sole discretion of CPDPL on non exclusive basis and area of operation shall be within India
- 2) Dealer shall purchase the goods at such price as may be negotiated and agreed between CPDPL and the Dealer from time to time. All price quoted by CPDPL shall be exclusive of Sale Tax, Octroi or any Cess or Statutory levies unless stated otherwise.
- 3) The Dealer shall place orders for the goods at least 2 days in advance with adequate details as may be required by CPDPL. All orders placed by a Dealer shall be subject to acceptance by CPDPL. If an order is accepted, CPDPL shall make best efforts to execute the orders as per the terms of P.O subject to availability of adequate stock.

However under special circumstances order may be cancelled by mutual consent. (For e.g. non availability of stock, withdrawal or discontinuation of a model by a manufacturer etc.

- 4) Terms and mode of payment shall be as may be mutually agreed upon between CPDPL and Dealer from time to time.
- 5) So long as the purchase price of the goods has been duly paid to CPDPL, the Dealer shall be the owner of the goods received by him. However, CPDPL shall have general lien on all the goods of Dealer for the time being in the possession of CPDPL (including the goods already paid for but of which delivery may not have undertaken by a Dealer) for any amount due to CPDPL. The ownership of the good and risk associated with the good shall be deemed to have passed to a Dealer as soon Dealer or his authorized representatives take the delivery of the goods at CPDPL's warehouse. CPDPL shall not be responsible for any loss or damage caused to the goods once a Dealer takes the delivery at CPDPL's warehouse.
- 6) The price quoted to a Dealer in specific and any other information divulged to a Dealer in general shall be deemed to be confidential information and dealer shall maintain the confidentiality of such price and other information.
- 7) The Dealership arrangement shall be in force from the date of appointment till such the arrangement is terminated by CPDPL. CPDPL may terminate this arrangement at its sole discretion without assigning any reason and by giving one week advance notice writing to a Dealer.

8) All the amount payable by either party prior to or as of the date the termination shall become immediately due and payable. CPDPL shall not be bound to execute the pending purchase orders of a Dealer regardless of acceptance of the same by CPDPL prior to the date of termination.

9) The relationship between CPDPL and a Dealer shall be that of seller and buyer and not that of Principal and agent.

10) Miscellaneous: a) All sales of the goods to a Dealer shall be subject to terms and conditions set forth in this registration form and in CPDPL's standard terms and condition applicable thereto.

b) CPDPL shall have right to inspect the books of accounts of a Dealer during the normal working hours without prior notice.

c) In the event of a Dealer bouncing the cheque. Dealer shall pay the amount due towards the bounced cheque together with penal charges of 1.5% up front on the cheque value by means Demand Draft within 3 working days of receipt of information from CPDPL.

d) Non receipt of order acceptance from CPDPL or non acknowledgement of CPDPL's Invoice by a Dealer shall not be a ground for Dealer to withhold the payment due to CPDPL.

e) Dealer shall submit its Audited Financial statements (P&L A/c, Balance sheet with Schedules) to CPDPL each financial year within 4 weeks of finalization of the Dealers Accounts.

f) In the event of a Dealer failing to pay up the amount due to CPDPL,CPDPL shall enter the premises of the Dealer, seize and take away the goods sell or cause to be sold the same and appropriate such sale proceed towards any and all amount owned by a Dealer to CPDPL.

g) Disputes which cannot be settled amicably will be governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Mumbai courts.

Date:-

(Signature of the Dealer with Seal)

Place:-