

SmartValue Independent Business Associate (IBA) Registration Form

NOT FOR SALE

स्मार्ट वैल्यू स्वतंत्र सहयोगी पंजीकरण प्रपत्र



Smart Value Products And Services Ltd.
M - 17, Second Floor, Lajpat Nagar - II,
New Delhi - 110024 Phone: +91 11 41015963
Email: support@svpsl.in Website: www.smartvalue.biz

Branch ID

**AFFIX YOUR
PASSPORT SIZE
PHOTO HERE**

Please fill in English/Hindi. Applicant should be major.

This form will not be accepted without complete information. Before signing this application form please read the declaration and undertaking mentioned overleaf carefully.

कृपया अंग्रेजी / हिन्दी में भरिये। आवेदक को बालिग होना चाहिये।

आवेदन पत्र को पूर्ण विवरण के बिना स्वीकार नहीं किया जाएगा। कृपया हस्ताक्षर करने से पहले पीछे दी गई उद्घोषणाओं एवं अधिग्रहणों को ध्यानपूर्वक पढ़ें।

Smart ID No.

स्मार्ट पहचान नं.

Application Date/ आवेदन दिनांक

dd/ दिन mm/ महीना yy/वर्ष

APPLICANT'S INFORMATION / आवेदक का विवरण

Please (✓) as applicable/ कृपया (✓) जैसे लागू हो

Individual/ व्यक्ति Proprietorship/ इकलौते मालिक Partnership Firm/ भागीदारी संस्था Pvt. Ltd./Ltd. Company/ प्राइवेट लिमिटेड / लिमिटेड कंपनी

Name of the Applicant/ आवेदक का नाम

First Name/ पहला नाम Middle Name/ मध्य नाम Surname / उपनाम

Name of Father/ पिता का नाम

First Name/ पहला नाम Middle Name/ मध्य नाम Surname / उपनाम

Date of Birth/ जन्म तिथि Sex / लिंग Male / पुरुष Female / स्त्री Others / अन्य

dd/ दिन mm/ महीना yy/ वर्ष

Permanent Account Number (PAN) Details / स्थाई अकाउंट नंबर (पैन) विवरण

Applied for / आवेदन किया है

Aadhaar आधार Individual PAN No./ व्यक्तिगत पैन नंबर

APPLICANT'S EDUCATIONAL QUALIFICATION / आवेदक की शैक्षिक योग्यता

Below Class 10th 10th+/ Diploma Graduate Post Graduate or higher Professional Course

APPLICANT'S GROSS FAMILY INCOME (₹/ ANNUM) / आवेदक की पारिवारिक आय (₹/ वार्षिक)

Less than 30,000/- 30,000/- to 60,000/- 60,000/- to 1,20,000/- 1,20,000/- to 2,40,000/- More than 2,40,000/-

APPLICANT'S ADDRESS DETAILS / आवेदक का पता विवरण

Present Mailing Address/ वर्तमान डाक पता

Town/City नगर / शहर

District/ज़िला

State/राज्य Pin Code/ पिन कोड

Phone फोन

STD Code & Phone Number/ एस टी डी कोड और फोन नंबर

Cell/ सेल

Email Address/ ईमेल पता

Permanent Address/ स्थायी पता

Town/City नगर / शहर

District/ज़िला

State/राज्य Pin Code/ पिन कोड

Phone फोन

STD Code & Phone Number/ एस टी डी कोड और फोन नंबर

Cell/ सेल

Nominee's Name: नामांकित व्यक्ति का नाम

Relationship of nominee: नामांकनकर्ता का सम्बन्ध

Date of Birth: जन्म तिथि

Sex: Male / Female लिंग: पुरुष / महिला

I have read, understood and accept the terms & conditions of this agreement written overleaf and shall be abide by the same. I know that associateship is not a monthly income guarantee scheme. I declare that information provided herein by me is correct to the best of my knowledge and belief.

मैं पीछे लिखी उद्घोषणाओं एवं अधिग्रहणों और समझौता पत्र को पढ़ चुका/ चुकी हूँ और उनसे बंधे रहने के लिए सहमत हूँ। मैं प्रमाणित करता/ करती हूँ कि इसमें मेरे द्वारा दी गयी जानकारी सही है। मुझे जानकारी है कि यह सहयोगिता, मुझे कम्पनी में नौकरी प्रदान नहीं करती और ना ही यह मासिक आय देने वाली रोजगार योजना है।

I have no objection for receiving information via SMS from SVPSL to my mobile number even if it is registered under 'Do Not Disturb' policy.

मुझे कोई आपत्ति नहीं है, यदि SVPSL मुझे जानकारी मेरे मोबाइल फोन पर SMS द्वारा भेजता है, भले ही मेरा नम्बर 'Do Not Disturb' पॉलिसी के अंतर्गत पंजीकृत हो।

Hence I, the undersigned requests the SVPSL company to permit me to become as an IBA of the company.

अतः मैं नीचे हस्ताक्षर करके SVPSL कंपनी से निवेदन करता हूँ कि वह मुझे स्वतंत्र सहयोगी व्यापारी के रूप में स्वीकार करें।

Applicant's Signature/ आवेदक का हस्ताक्षर

RECOMMENDED BY/ सिफारिशकर्ता

Name: ID:

INDEMNIFIER DETAILS/ क्षतिपूर्तिकर्ता का विवरण

Indemnifier Name/ क्षतिपूर्तिकर्ता का नाम

Indemnifier Smart ID No. क्षतिपूर्तिकर्ता की स्मार्ट पहचान नं.

Date/ दिनांक

dd/ दिन mm/ महीना yy/ वर्ष

I hereby declare that I know the Applicant herein and after being satisfied with the candidature of above named Applicant, I explained the Sales and Marketing Plan of the company to him/ her. On my fair representation about S&M Plan and Products, he/ she willfully intending to become an IBA and I have neither forced nor induced, either used any coercive measure or misrepresented him/ her. I hereby indemnify the company for his/ her future acts and deeds related to company's business transactions and it's auxiliaries.

मैं एतद्वारा घोषित करता/ करती हूँ कि ऊपर बताये गये व्यक्ति को जानता / जानती हूँ और उसकी उम्मीदवारी से संतुष्ट होकर ही उसको कंपनी का सेल्स एण्ड मार्केटिंग प्लान* समझाया है। मैंने उसे सेल्स एण्ड मार्केटिंग प्लान* का सही वर्णन दिया है, जिसके बाद उसने स्वेच्छिक रूप से एक स्वतंत्र सहयोगी व्यापारी बनने की इच्छा प्रकट की है। इसके यह निर्णय लेने के पीछे मेरा कोई दबाव नहीं है और न ही मैंने कोई अनुचित उपायों का प्रयोग किया है। मैं एतद्वारा कंपनी की व्यवसायिक लेन देन से संबन्धित उसके द्वारा भविष्य में होने वाले हाव – भाव और व्यवहार की क्षतिपूर्ति करता / करती हूँ।

Indemnifier Signature / क्षतिपूर्तिकर्ता के हस्ताक्षर

UPON COMPLETION: पुरा होने पर

• Submit original copy of this application cum registration form along with other required documents.

इस आवेदन सह पंजीकरण प्रपत्र की मूल प्रति अन्य आवश्यक दस्तावेजों के साथ जमा करें।

• Applicant should retain a receiving copy of this Application cum Registration form.

इस आवेदन सह पंजीकरण प्रपत्र की एक पावती प्रति आवेदक को प्रतिधारण करनी चाहिए।

NOTE: Sales and Marketing Plan, Code of Conduct, Products Price & Miles and Other Policies may be modified from time to time. Please regularly visit our website to keep updated.

टिप्पणी: सेल्स एण्ड मार्केटिंग प्लान, नीति सहिता, स्मार्टवैल्यू प्रोसीजर्स, मूल्य और शुल्क में समय-समय पर परिवर्तन होंगे। कृपया नयी जानकारीयों और सूचनाओं के लिए हमारी वेबसाइट पर नियमित रूप से आएँ।

1. DEFINITION: - In this Agreement

A. "Agreement"- Agreement is an Application cum Registration Form to become an IBA of SmartValue (SVPSL); as defined in Section 2(h) of the Indian Contract Act, 1872 as "An agreement enforceable by law" including the word 'Agreement' which has been defined in Section 2(e) of the Act i.e., 'every promise and every set of promises, forming consideration for each other'. By entering into this agreement an IBA (Applicant) acquires non transferable rights & privileges to market and sale the products as offered by the SVPSL in its allocated territory under the terms and condition of this agreement and Bye Laws "BL".

B. "Company"- means M/s Smart Value Products And Services Limited a company duly incorporated under the Indian Companies Act 1956 having its registered office at M-17, Lajpat Nagar-II, New Delhi-110024, which is into the business of Marketing/ Sales of Goods and related services under its own/ licensed logo brand/ trade name by direct sales or through any other mode hereinafter referred as "SVPSL" or "Company".

C. "IBA"- means Independent Business Associates and have attained the age of majority & not restrained under any law time being in force to execute this agreement & possesses the competence to represent the business of the Applicant company/ firm/ society to sign and execute this agreement on his/ her behalf (A separate Legal Entity contractually engaged with the SVPSL on principal to principal basis) of the company, independently and/ or with free will binding his/ her (Applicants) own acts and deeds in relation to the business transactions with the company with an commercial intention to earn incentive/ commission and/ or whatsoever name is called arising out of the sales of products made directly by him/ her or through his/ her down-lines (group sales) as per SVPSL's marketing and business plan. SVPSL at its sole discretion can change the rates of incentive/ commissions by whatsoever name is called at any time during the continuation of this agreement or during any renewed period thereof. Any sales return made by the applicant and/ or by his/ her group (down-line) shall be treated as deduction of such incentive without any reference. The applicant has clearly understood that presently SVPSL is an agent of APLL Company for promoting APLL's educational programs which are meant for and supposed to be introduced only to those who have attended their 10th class exam. I know that APLL owned courses like IT Smart etc. are not approved by any university and they are not Job guaranteed courses.

D. "Goods/ Products OR Services" means all goods/ products and others manufactured/ marketed/ sold by SVPSL under its own/ licensed logo and trade name.

E. "Sponsor"- shall be (an active existing IBA to introduce the applicant/ prospect) an existing active IBA of requisite status for introducing the applicant.

2. TERMS

A. This Instrument hereafter referred to as an agreement, executed between Applicant & SVPSL.

B. SVPSL hereby appoints identified applicant as its IBA for its products and related services and applicant(s) hereinafter referred as IBA accepts such appointment.

C. No fee is charged to become an IBA.

D. This agreement shall become effective on the date of SVPSL acknowledges and accepts IBAship of applicant. SVPSL at its sole discretion may accept or reject the application without assigning any reason, including incomplete, inaccurate, false or misleading information in the application / registration form attached to this agreement.

E. Renewal- IBA-ship is free & for the lifetime of an IBA but the continuation requires at least one transaction of any amount within a period of three years. In case of no transaction is found for consecutive three years the IBA ship would be auto terminated.

3. IBA AGREES THAT -

A. Applicant entered into this agreement as IBA of SVPSL's Products. IBA is a separate Independent entity, associated purely on the present contractual term caused with free and an independent will neither consumer, and shall have no power of authority to incur any debt, contracts, obligation or liabilities or to make any representation of any warranties on behalf of SVPSL;

B. SVPSL shall provide its features, products and promotional offers etc. through personal communication via SMS and phone calls at the registered mobile number of the IBA; which shall supersede the DND "Do Not Disturb" service activated at the registered mobile number of an IBA.

C. Applicant shall not be an employee or agent of SVPSL or in a partnership relationship with SVPSL or any other labour relationship with SVPSL and SVPSL is not offering any kind of job or quick rich scheme and does not guarantee any monthly or fixed income.

D. Applicant clearly understands that the applicant is not entitled to get any incentive/sales incentive upon the enrollment of new IBA's into the SVPSL and recommendation and or enrollment of new IBA by any IBA or by his/her Down/line does not attract payment of Incentive/sales commissions at all.

E. The applicant shall act as an independent vendor on his/her own name in his/her own responsibility and for his/her own account while purchasing and selling SVPSL products. Applicant declares that at all times his/her acts and deeds shall be to keep-up and enhance the reputation of SVPSL. Applicant shall not engage himself in high pressure selling/promoting and will be courteous to the customer/s and must at all times make a fair representation of the Sales and Marketing plan and its products faithfully and without any inducement. Applicant shall not sell any SVPSL product for a price more than maximum Retail Price (MRP) However, IBA may charge at his discretion, any price that is lower MRP indicated on the label of any product.

F. The relation and all activities between SVPSL and him/her shall be governed by the bye laws (BL) of SVPSL, addition to this agreement, which includes (a) Sales and Marketing Plan (b) Code of conduct (c) Product Catalogue and all other literatures as available in the website and or anywhere in company materials/Literature etc. (collectively refers herein as "Bye Laws" BL). SVPSL may amend any of the term and conditions mentioned anywhere in this agreement, including Bye Laws through broadcasting such amendments /modifications on its website and or through any other modes of communication/publication whatsoever as SVPSL thinks fit and proper and continuation of IBA'ship stands as a deemed acceptance of such amendments/modifications. If any IBA does not agree with such amendments Applicant may terminate this agreement within 30 days of such publication/communication by giving a written notice to SVPSL. In case IBA breach any or all terms and condition as mentioned anywhere in this Agreement and or mentioned anywhere in the Bye Laws the SVPSL possesses unconditional rights to terminate this agreement with or without

issuance of show cause notice as SVPSL may think fit and proper. IBA clearly understands that in case of any breach of any of the terms and condition as mentioned anywhere in this agreement/Bye Laws is found (directly or indirectly related with the IBA or with his/her down-line); the SVPSL possesses unconditional rights to terminate his/her IBA'ship with/without issuance of show cause notice. IBA hereby indemnify SVPSL from all kinds of liabilities which may arise out of his/her acts and deeds, including the deeds and acts of his/her down-line.

G. The applicant has understood that the IBAship is free for life-time, provided that IBA'ship requires at least one transaction of sale and purchase in his/her own IBAship in a year to remain active in the plan. Any IBA who does not accumulate any transaction in his/her own IBA'ship for consecutively three years shall be terminated by the SVPSL without issuance any notice. And any IBA who got termination under this clause can't claim his/her rights and privileges (which include all benefits bundled with IBA'ship like Incentive, bonus, commissions and others) in any manner whatsoever.

H. Applicant shall comply with all applicable laws, regulation and ordinance (central, state, local) applicable to his/her SVPSL Business as may be applicable there upon from time to time and agree to obtain/apply all license/permissions/registration which may be required to run the business as an IBA/Dealer. IBA declares that in case IBA is prohibited from doing the business as an IBA under any the enactment of any new Law/statute and /or under any change/amendment made in the present law/statutes, IBA is fully and unconditionally agree to abandoned his/her all rights, claims and others whether or not attached and or bundled with the IBA'ship.

I. SVPSL reserves the right to recover back any bonus paid to any IBA under the following circumstances;

- Product returned under Refund Policy
- Returned to any Branch/Franchisee under any applicable law or
- Stolen or obtained by illegal means.

J. The selling price (MRP) of any SVPSL product is determined by SVPSL and no IBA shall be allowed to reduce or increase the price including by way of tempering with the selling price as affixed or decided by SVPSL on the label or packing of the product. Breach of the regulation shall result in suspension or termination of IBAship by SVPSL.

K. An IBA shall be held liable and responsible for false claims, misrepresentation, etc. about SVPSL business, quality, quantity, content, usage or benefits of products other than those mentioned in an authorized product catalogue specified by SVPSL and all such acts shall lead to disciplinary action including suspension or termination of IBAship.

L. Applicant shall not be involved directly or indirectly (including by proxy) in any activities of other direct sales companies or any other activities that will bring negative effects to SVPSL. SVPSL reserves the right to terminate any IBA who commits such offense.

M. The applicant has understood that the applicant and his/her customer can take refund within 45 days from the date of purchase of their product (on account of defect and or dissatisfaction) after standard deduction of 10% as handling charges. The products should be in re-saleable condition. a) re-saleable condition means the condition in which the price label is clean and intact and in good condition. b) The production of the refunded product has not yet stopped. c) The product seal (shrink wrapping) should be unopened. d) The product should have a reasonable shelf (Date of expiry) life period OR such an IBA may get exchange his/her purchased products, within a period of 180 days from the date of purchase as per the condition mentioned in this clause.

4. SVPSL'S RIGHTS AND OBLIGATIONS:

A. The Company will make its products/related services available to an IBA and shall pay him/her various commissions as set forth in the Bye Laws.

B. The Company shall comply with its obligations in accordance with the BL and this agreement.

C. TDS as applicable will be deducted by the Company from the commissions paid to IBA(s) as per the Income Tax Rules.

D. SVPSL may terminate this agreement by giving written notice or without any notice for a) breach of any term and condition of this agreement and of BL. b) non-performance c) violation of provisions of rules of conduct. d) in case SVPSL for any reason arrive at the decision that Applicant should not be continued as an IBA of SVPSL.

E. In case of dispute or any loss, whether in contract, tort or otherwise the arising out of this agreement liability of SVPSL shall not exceed the lesser of any of these (a) actual damage or loss assessed by the arbitrator or any other dispute resolution arrangement adopted by both the parties (b) total commission earned by the IBA during the preceding six months of the date of dispute.

F. Any dispute arising in the future between the independent IBA and the company shall be adjudicated by a single arbitrator (appointed by the SVPSL) and court situated in the New Delhi shall possess the Jurisdiction.

G. Products can be purchased by cash (or by any mode of payment so accepted by SVPSL) from company Branch/smart shoppee. A Receipt and Bill will be issued for each private purchase (IBA).

The Company reserves the full and absolute right, at any point of time, even without any prior notice to change, vary or amend or modify the SVPSL IBAship rules and regulations, BL, Code of ethics, SVPSL Sales & Marketing Plan and any of its policies and to suspend or terminate the IBAship of any IBA or person as and when necessary.

Visit website; www.smartvalue.biz for more information, including bye laws or contact Customer Care at Toll Free Number; 1800 200 1122.

Applicant

Company Authorized Signatory

Name & Signature

Name & Signature

Smart ID:

Date:

Place: New Delhi