

## DISTRIBUTOR APPLICATION FORM

### Applicant's Information

Name (Mr/Mrs) .....

Address .....

State ..... District ..... Tahsil ..... Pincode .....

Contact Mobile No ..... Alternative Mobile No .....

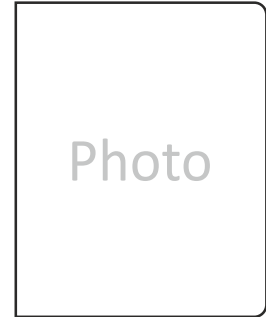
Email ..... Sex  Male  Female  Transgender

Date of Birth (age) 

Date	Month	Year	Age
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

 Nominee's Name .....

Nominee's Relation ..... Resident of  INDIA  NRI



### Bank Account Details

Bank Name ..... Branch Name .....

Branch Code ..... IFSC Code .....

Account No .....

PAN No ..... Aadhar No .....

(Attach Photocopy of Pan Card)

(Attach Photocopy of Aadhar Card)

### Guide Details

Guide Name ..... Guide CDC No. ....

### ID & Address Proof

(Attach photocopy, should include Address)

Voter Card  Driving Licence  Aadhar Card  Ration Card  Others

ID Proof Number .....

For Active Distributorship, must submit DAF duly filled and signed along with all necessary documents to ASC HO Office.

Signature .....

## DISTRIBUTOR APPLICATION FORM

This agreement is signed on this \_\_\_\_\_ day of \_\_\_\_\_ the year 2020; **BETWEEN;** M/s **Abhhyam Ventures India Pvt. Ltd. (AVI)**, a Company incorporated under the Companies Act, 2013, and having its Registered Office at B-29, First Floor, Pushpanjali Enclave, Pitampura, New Delhi – 110034 hereinafter referred to as “**AVI Company**”. The **AVI Company** is engaged into the business of direct selling through various marketing options and in other business activities as stated in the Object Clauses of Memorandum of Association of the Company; **AND;** \_\_\_\_\_, S/o \_\_\_\_\_, aged about \_\_\_\_\_ years, an individual having R/o at \_\_\_\_\_, hereinafter referred to as the “**Second Party**” which expression unless repugnant to the context or meaning thereof be deemed to include, legal representative, executors, administrators, successors and permitted assigns of the other PART, each a party and collectively referred to as parties.; The **AVI Company** has framed terms and conditions for smooth functioning of the business of Direct Selling ASC marketing plan. The AVI exclusively uses its website www.Abhhyam.com to display the detail of the products, services and marketing methods with business monitoring.; Only Indian Citizens are eligible for Direct Seller i.e. Ardh Sainik Canteen Distributorship(ACD) for marketing and sale of various range of products and services. There are no fee charges by the **AVI Company**; NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows: **1. Definitions: a) Direct Selling:** The marketing or sales of goods/services directly or indirectly to the end user / consumer either by oral publicity or display or demonstrations of the good/products or distribution of pamphlets or through any other suitable means. **b) Direct Seller:** A person competent to enter into contract as per “Indian Contract Act”, and who is authorized and registered as Direct Seller i.e. Ardh Sainik Canteen Distributor (ACD). **c) Consumer:** A person who purchases good or services for consumption and not for commercial purposes. It shall have the same meaning as provided under the Consumer Protection Act, 1986. **d) Goods/Products/Services:** Means goods/products defined in the Sale of Goods Act, 1930 and section 3(26) of the General Clauses Act, 1897, is that it shall include every kind of movable products and consume able services other than actionable claims and money. **e) Sales incentive:** Means amount of incentive payable to the Direct Seller for effecting sale of goods/products/services as stipulated in the contract between the Direct Seller and Direct Selling entity and its associates. **f) Unique ID CDC Number:** A unique identification Canteen Discount Card (CDC) number issued by the **AVI Company** to the Direct Seller as token of acceptance of his/her application for Direct Selling of the goods/products/Services of the Company; **1. THE APPOINTMENT ACCEPTANCE AND REJECTION: a) The AVI Company** upon scrutiny and verification of the Application may register the Applicant as “Ardh Sainik Canteen Distributor, Direct Seller” for Direct Selling the goods/products/Services of the **AVI Company**. The **AVI Company** shall be at liberty to accept or register his/her application at its discretion. **b) The Direct Seller shall enjoy the following advantages: -i) Incentive for effecting sale of goods/products/Services as per ASC marketing plan, ii) No territorial restriction to sale the goods/products/Services, iii) Search and inspect his/her account on website of the AVI through password provided, iv) Earnings of the Direct Seller shall be in proportion to the volume of performance by the Direct Seller either by his/her personal efforts or through team as stipulated in the ASC marketing plan. a) The applicant accepts that she/he has clearly understood the ASC marketing methods/plan, the compensation plan, its limitations and conditions. He/she agrees that he/she is not relying upon any misrepresentation/s or fraudulent inducement or assurance that is not set out in terms and conditions or other officially printed or published materials of the AVI. b) Direct Seller shall act as an independent Distributor/freelancer and shall not commit any misfeasance or malfeasance to create any liability/obligation on the **AVI Company**. b) It is made and understood in very clear terms that Direct Seller is not an Agent, Employee nor an authorized representative of the Company or its service providers. He/she is not authorized to accept/receive any amount/payment for and behalf of the **AVI Company** and any payment received by him/her will not be deemed to be received by the Company. **GENERAL TERMS AND CONDITIONS: a) The Direct Seller** will be eligible for incentives/income, as per the volume of sale of Products/Business done by him/her or by team, subject to the eligibility norms formulated by the **AVI Company** from time to time. The **AVI Company** does not guarantee/assure any particular or fixed fees or income to the Direct Seller. **b) Processing charges** and any other applicable charges as applicable if any, will be deducted as per the Company's norms from incentives/income. **c) Incentives/income** to the Direct Seller shall be subjected to statutory deductions as applicable. **d) The AVI Company** reserves the rights to modify the terms and conditions, products, plan, business and policies at anytime without notice. Modification shall be published through the official website of the Company and such modification/amendment shall be applicable and binding upon the Direct Seller from the date of such notification. **e) In case of death** of Direct Seller either his/her nominee or one of the legal heir from family may join the Company as Direct Seller in place of the deceased provided he/she applies in prescribed form and undertakes to abide all rules and regulations, terms and conditions etc., in the same manner as that of original Direct Seller. In case of failure to arrival at such consent within six months from the date of death of Direct Seller, the Company shall be at liberty to terminate the ID. For this period Company will keep his/her ID in abeyance. **f) If any Direct Seller** loses his/her contractual capacity due to any reason such as lunacy, bankruptcy or sentenced to imprisonment or other legal embargo is created, his/her Direct Seller ship shall be continued through the person duly appointed by the competent Court. **g) Direct Seller** shall have to follow all statutory laws, rules and regulations in operation of their business. Direct Seller shall not engage in any deceptive or unlawful trade practice as defined statute. **h) Direct Seller** shall not manipulate the marketing plan or product's rate, P.V. etc., in any way. **i) Direct Seller** shall not send, transmit or otherwise communicate any messages to anybody on behalf of the **AVI Company** without any authority from the **AVI Company**. **j) Direct Seller** shall not use the trademark, logotype and design of company and its brands anywhere without written permission from the **AVI Company**. Said permission can be withdrawn at any time by the **AVI Company**. **k) Direct Seller** authorization shall continue till the end of March succeeding to the end of 12 months from the date of application form for Direct Seller by the Company. After this to continue the AUTHORISATION as Direct Seller of Company for next one year, the Direct Seller shall have to renew his/her authorization of Company Direct Seller on or before 31st of March every year. In case of failure in submission of renewal application in prescribed period the AUTHORISATION shall be ceased automatically. **l) Company** reserves the **right to refuse any renewable request** and can revoke any Direct Seller renewable application if, in Company's opinion, the activities of the Direct Seller are not in the interest of COMPANY or if the Direct Seller has failed to comply the rules, procedures, terms and conditions etc., during the twelve months. **m) The agreement** of Direct Seller will automatically come to an end at the option of **AVI Company** in case of non-compliance of renewable formalities. **EXCLUSIONS AND RESTRICTIONS: i) Direct Seller** or his/her relatives (relative means dependent son or daughter, father/mother, spouse) shall not engage in any activities of Network Marketing of any other entity. If it is found then such Direct Seller shall be terminated. **ii) Direct Seller** is prohibited from listing, marketing, advertising, promoting, discussing or selling any product, or the business opportunity on any other website or online forum that offers like auction as a mode of selling. **PAYMENTS AND BANK ACCOUNTS:** AVI Company will make all payments on account of commissions, discounts, returns or refunds etc. through bank transfer in favour of the registered account only as per the details provided in this Distributor Application Form or as per the details that may be updated solely by Direct Seller in writing from time to time. The bank account must be opened and operated in full compliance with Indian law. **CONFIDENTIALITY:** ACD i.e. Direct Seller shall keep and maintain secrecy and confidentially about the information for which they are obliged and expected to keep secret and not disclose anybody other than persons to whom is reasonably expected to be disclosed. **TERMINATION:** The **AVI Company** may terminate this agreement for any reason not limited to; **a) Pursuant to the provision** to the marketing plan. **b) For reason of non-performance.** **c) Any unethical and pre judicial work** to the interest of the Company. **d) For the breach** of any terms and conditions of this agreement and marketing plan. **f) Information** given by Direct Seller found wrong/false. **g) In convicted** of an offence punishable imprisonment of whatever terms. **h) Is declared** bankrupt. **i) Is not mentally** sound to handle the business. **j) Migrate** from the India; Termination of Direct Seller means termination of: **a) All rights** and entitlements as a Company's Direct Seller. **b) Personal information** given on website. **c) Identification** as a Company's Direct Seller. **d) Right to go** at any Company's office and attend Company's meeting/seminars; The Direct Seller may terminate this agreement at any time by giving a written notice to the Company; **REFUND/COOLING OFF PERIOD/BUYBACK POLICY:** It is agreed that the Direct Seller may within a period of 30 (Thirty) days from the date of this Agreement acceptance, decide that it wishes to surrender its appointment as a Direct Seller and shall inform the Company in writing for termination of his appointment or refund. In such an event only, the **AVI Company** shall be obliged to buy back goods/products so provided to the Direct Seller, provided the goods are in a marketable/saleable condition with seal intact and the **AVI Company** shall refund the amounts paid by the Direct Seller upon deduction of GST paid and 10% (Handling Charges) for such goods returned in good and marketable condition within the aforesaid period of 30 days. **FORCE MAJEURE:** The **AVI Company** shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or any natural disaster), war, invasion, act of foreign enemies, civil war, revolution, insurrection, nationalization, government sanction, strike, lockout or interruption or failure of electricity, any type of redirection by Government, Local Authority etc.; **LEGAL APPLICABILITY: i) The terms** and conditions stipulated in the contract agreement shall be governed in accordance with the law in force in India. **ii) Disputes**, either civil or criminal in nature, shall be subject to the exclusive jurisdiction of the courts in Delhi only. **iii) If any dispute** or difference arises out of or in relation to this contract agreement, the same shall be referred to sole arbitrator appointed by the **AVI Company**. Direct Seller shall not raise any objection, in case the Arbitrator so appointed any manner whatsoever. Arbitration in such event shall be conducted as per “Arbitration and Conciliation Act, 1996” as amended from time to time. Venue of such Arbitration shall be in Delhi and the language shall be English.**

Signature.....

### DECLARATION BY DIRECT SELLING AGENT

**Solemnly affirm and declare as follows:** 1. That I have read and understood the terms and conditions for appointment of ACD i.e. Direct Seller of the Company. 2. I have also gone through the Company's official website www.Abhhyam.com, printed materials, brochures and convinced about the business and I have applied to appoint me as a Direct Seller (ACD) on my own interest. 3. I declare that I have not been given any assurance or promise on inducement by the **AVI Company** or its Directors in regards to any fixed income incentive, prize or benefit on account of the products purchased by me. 4. I have clearly understood that eligibility of income exclusively depends on my performance in business volume as from terms & conditions. I further agree that company reserves the right to change the Business Plan at any point of time without prior notice. 5. I undertake not to misguide or induce any one dishonestly to join the **AVI Company**. 6. I hereby agree and adhere to the terms and conditions as stipulated along with the application form and as mentioned above to agree to purchase the product as Consumer/to do the Direct Seller activities. 7. I hereby agree to submit all disputes to arbitration as provided in the terms and conditions of the Company. 8. I also declare that at present any other Direct Seller ship Identity (ID) is not activated in my name.

Signature.....  
Name of Direct Seller.....  
Date.....