

BVM PUC ALLOTMENT FORM

1. PERSONAL INFORMATIONS OF THE APPLICANT:-

- a. Name of the Applicant : _____ Distributor ID : _____
- b. Father's/Husband's Name _____
- c. Occupation : _____ Qualification : _____
- d. Date Of Birth : ____/____/____ E-mail Id : _____
- e. Bank A/c No. : _____ Ifs Code : _____
- f. Name and address of the Bank _____
- g. PAN No. : _____

- h. Present Residential Address _____
State _____ City _____ Distt. _____ Tehsil _____ Post _____ Pincode _____
Phone No. (With STD Code) : _____ Mobile Phone No. _____

- i. Permanent Residential Address _____
State _____ City _____ Distt. _____ Tehsil _____ Post _____ Pincode _____
Phone No. (With STD Code) : _____ Mobile Phone No. _____

2. INFORMATIONS RELATED TO BVM PUC, SECURITY AND MINIMUM PURCHASE:-

- a. Name of the BVM PUC : _____
- b. Complete Postal Address of the BVM PUC : _____
State _____ City _____ Post _____ Tehsil _____ Distt. _____ Pincode _____
Phone No. (With STD Code) : _____ Mobile Phone No. _____
- c. Name of the nearest Depot, from the proposed BVM PUC: - _____
- d. TIN No. of BVM PUC :- _____
- e. Description about the security and first minimum purchase of the BVM PUC
- Security of BVM PUC : _____ In Words : _____
 - First Purchase of BVM PUC : _____ In Words : _____

3. DECLARATION (BY APPLICANT)

- a. I hereby declare that the statements made by me in this "BVM PUC Allotment Form" are true to the best of my knowledge and belief and complete in all respects.
- b. I understand that any information furnished in the application, if found incorrect or false will render me liable for any penal action or other consequences as may be prescribed in law or otherwise warranted.
- c. I agree that this "BVM PUC Allotment Form" and declarations shall be the basis of the contract between me and Adarsh Nirogdham Private Limited.
- d. I also declare that any changes in the information given above after the submission of this would be conveyed to Adarsh Nirogdham Private Limited immediately.
- e. I have read and clearly understood the terms & conditions of this "BVM PUC Allotment Form", printed overleaf and I undertake to be abide by and follow them strictly.

Date: - _____

Place: - _____

(Signature of the Applicant)

4. DECLARATION (BY ROYALTY ACHIEVER)

- a. I hereby declare that the statements furnished in this " BVM PUC Allotment Form" are true to the best of my knowledge and belief and complete in all respects.
- b. I also declare that i know the applicant since _____ and confirm that the applicant is able to enter into any agreement or contract with the Company. He is honest, reliable and capable to operate/manage Company's PUC, if allotted. I also undertake his complete responsibility, both in present and future and without dispute or claim.

Name of Royalty Achiever:-

Distributor No.:-

(Signature of Royalty Achiever)

Signature of the Applicant

TERMS & CONDITIONS

The standard terms & conditions forming part of "BVM PUC Allotment Form" are stipulated as under.

Further in such terms & conditions:

The term "Company" denotes "Adarsh Nirogdham Private Limited" a Company incorporated under the Companies Act, 1956 and having its registered office at "BVM Business" 5/84-A ground floor, sec-5 rajender nagar, Sahibabad, Ghaziabad, U.P. 201005

PUC denotes "Pick Up Center" and PUC Holder denotes successful applicant of BVM PUC.

WHEREAS the Company is engaged in marketing and distribution of various types of goods and products through "Multi Level Marketing" system under the brand name of "BVM". The Company has undertaken a plan to expand its business throughout the country. For this the Company has considered it necessary to allot "Pick up Centers" throughout the country, to strengthen its sale and distribution network. Such Pick up Centers will be operated and managed by the PUC Holders at their cost and expenses. The Company will supply its products for sale & distribution to such Pick up Centers at discounted price.

The Terms & conditions for operation and management of aforesaid BVM PUC, by the BVM PUC Holder are stipulated as under: -

1. The BVM PUC Holder shall work consciously in a professional manner for the sale and distribution of Company's products.
 - A. BVM PUC Holder shall totally concentrate over sale and distribution of Company's products. He shall not involve in any other business/employment of similar nature either directly or indirectly.
 - B. BVM PUC Holder shall not permit nor directly or indirectly involve in operation/management of any other business/activity of similar nature at the place of allotted for BVM PUC.
 - C. The BVM PUC Holder shall not change the name, address and other arrangements of allotted PUC as stated in "BVM PUC Allotment Form" without Written permission of the Company.
 - D. The BVM PUC Holder shall be responsible to arrange covered, specified and segregated shop/showroom at the place of PUC. In case of rented premises, he shall also be responsible to pay rent and other charges including the local taxes etc out of his pocket. He shall also be responsible to arrange necessary furniture & fixtures, electric installation, computer & software, printers, telephone and internet connections, manpower, electricity & water Connections, interior and exterior decoration, displays etc. as per the guidelines of the Company for the PUC at his costs.
 - E. BVM PUC Holder shall undertake to keep open the BVM PUC, from 10.00 a.m. to 8.00 p.m. on all working days and shall provide adequate time and response to all Direct Sellers of the Company.
 - F. BVM PUC Holder shall provide computerized invoices to all purchasers through its official login ID, allotted by the Company.
 - G. BVM PUC Holder shall be responsible to make all sales strictly in accordance with the Company's guidelines. He shall also be responsible to provide complete and detailed information of the Company's promotional schemes and its benefits to all purchasers adequately but he shall not provide special discounts to anybody, without written permission of the Company.
2. BVM PUC Holder shall not assign, mortgage, hypothecate, sublet or otherwise part with possession or create any right in third party rights in the Allotted BVM PUC without written consent of the Company.
3. The BVM PUC Holder shall observe and comply with all laws, rules & regulations etc. for the time being in force. In case of any default, he shall be personally liable.
4. The BVM PUC Holder shall maintain and keep in possession adequate stock of Company's products for sale and distribution. In case of paucity of adequate stock, Company shall have reserve the right to terminate his BVM PUC with immediate effect without any notice.
5. The Company also reserves the right to allot the BVM PUC at the same place to anybody else.
6. In all cases Company will acknowledge only the payments, received either by direct deposit/RTGS/NEFT or online fund transfer to the Company's Bank A/c.
7. If the BVM PUC Holder receives any product whose "Best Before Date/Expiry Date" as printed over it is very short and the sale and/ or distribution of such products is not practicable before the Expiry Date" he shall intimate the Company forthwith in writing latest within 7 days of receipt of such products and shall take all necessary steps as per directions of the Company. In case of default the Company shall not be responsible for any loss or damage incurred.
8. BVM PUC Holder shall prepare and maintain all requisite books of accounts e.g. journals, ledgers, registers, invoices, returns, challans etc. and statutory records. The Company reserves the right to carry audit of such records at any time without notice to BVM PUC Holder. The BVM PUC Holder shall be responsible to cooperate with them and provide them all facilities, documents and informations required to carry such audit.
9. BVM PUC Holder shall have no right to claim damages for delayed/defective supplies against the Company in any case.
10. If Company finds PUC Holder directly or indirectly involved in any activity dormant to Direct Sellers ID, the Company reserves the right to terminate his/her PUC, without any notice. In such case Company also reserves the right to confiscate all payables of the PUC Holder, may it be cash or kind.
11. The Company has absolute discretion to appoint additional BVM PUC Holder/s at the same place without any notice to existing BVM PUC Holder.
12. In case of any dispute with a Direct Seller regarding quality of products etc., The BVM PUC Holder shall intimate the facts to the Company immediately and the Company will suggest the appropriate action in the facts and circumstances of the case.
13. BVM SPUC Holder will have to make an interest free (refundable) Security Deposit of minimum Rs. 10,000/- (Rs. Ten Thousand only) to the Company along with this application form.

Signature of the Applicant _____

14. Company will reimburse only the actual VAT paid by the PUC Holder subject to the condition that such claim for reimbursement is submitted by the PUC Holder within 15 working days of filing of respective VAT return. No claim will be entertained after the said period.
15. The Company shall terminate/revoke allotted PUC with immediate effect and without any notice to PUC Holder in following and other circumstances:-
 - A. If PUC Holder is declared insolvent or there is likelihood of his becoming bankrupt. or
 - B. He incurs heavy debts or
 - C. He breaches any of the terms & conditions stipulated herein and fails to rectify the same or fails to fulfill his duties and obligations despite of directions of the Company within 30 days.

Upon termination/revocation of PUC for any reason: -

 - A. The relationship between the parties shall come to an end.
 - B. Any obligation which shall expressly or by implication is intended to remain in force even after the termination/revocation shall be given effect in letters and spirit.
16. Such termination/revocation shall be without prejudice to any right of remedy of each party.
17. In case of expiry or earlier termination of PUC Holder's agreement with the Company, the PUC Holder shall deliver to the Company forthwith and without delay the unsold stock in good saleable condition and the expiry or "Best Before Date" has not elapsed along with all books of accounts and other documents related to the Company. However PUC Holder shall also be responsible to fulfil all pending orders or enquiries, until the final settlement of accounts takes place and "NO DUES CERTIFICATE" is issued by the Company.
18. In case of any dispute among the parties hereto touching these presents the matter shall be referred to the Sole Arbitrator appointed and nominated by the Company. All the relevant provisions of the Arbitration and Conciliation Act, 1996, as amended time to time shall apply to the Arbitration proceedings. . The award of the arbitrator shall be final and binding on the parties. The venue of the arbitration shall be at Ghaziabad (U.P.) only and the proceedings of arbitration shall be in Hindi / English language.
19. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. 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, labour strikes, other than those of Company or its affiliates, that prevent Company from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, ev ents or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations.
20. PUC Holder will, at his costs, indemnify, defend and save the Company and its affiliates, successors and assigns, and the officers, directors, members, managers, shareholders, administrators etc. from and against any and all claims, demands, actions, suits, judgments and liabilities of any kind and character whatsoever (collectively, "Claims") arising out of or in connection with breach of any representation or warranty by the PUC Holder. The PUC Holder shall pay all damages arising out of same, including all expenses and attorneys' fees etc. PUC Holder agrees to fully cooperate with Company in the defence of such Claims.
21. All relevant informations and documents related to the PUC Holder will be published by the Company on its official website i.e. www.bvmbusiness.com. PUC Holder shall update himself by visiting the Company's website regularly and act accordingly.
22. The terms & conditions stipulated herein shall be governed by and construed in accordance with the laws of India.
23. Nothing contained herein shall be deemed to make BVM PUC Holder as a business partner or joint venture of Company for any purpose.
24. The failure to exercise any right by the Company provided herein shall not be deemed waiver of such rights.
25. The terms & conditions stipulated herein are subject to revision by Company from time to time. The Company reserves the right to append new term & conditions or to modify/delete/amend the terms & conditions, stipulated herein and no disagreement will be entertained by the Company.
26. The PUC shall not sale the products after the expiry date / period mentioned thereon. The company shall not be responsible for any damages for such sale and the PUC HOLDER shall alone be responsible for the consequences.

I verify that I have read and understood the terms & conditions stipulated as above and hereby undertake to be with them strictly.

Date: - _____

Place: _____

(Signature of the Applicant)

Witnesses:

1) Name _____ Signature _____

2) Name _____ Signature _____