



RUDRAMANI SMART BUSINESS LLP

Corp. Office:- A / 6 OSTWAL TOWER CHS BUILDING NUMBER 3 B P CROSS ROAD
OPPOSITE HOLY CROSS HIGH SCHOOL BHYANDAR EAST THANE MUMBAI 401105

WebSite:-www.rmsbusiness.net / Email Id.:-helpline4rms@gmail.com

Customer Care no.:- 9137630848

Form No.

Please fill this form in ENGLISH and in BLOCK LETTER and tick (✓) in appropriate box.

Applicant's Name:

S/o. W/o. D/o.:

Date Of Birth: DD MM YEAR Sex MF

Address:

City:

State:

Pin Code: Aadhar No.:

Email Id.:

Mobile No.: Pan No.:

BANK ACCOUNT DETAILS

Bank Name:

Branch Name:

Account No.:

IFSC Code: MICR

NOMINATIONS DETAILS

Nominee Name: Relation:

FOR OFFICE USE ONLY

Refferal Name:

Refferal Id.:

Distributor Id.:

Placement: Right Or Left

Checked By:

Remarks:



Verified By:

Rajkumar Yadav

Enclosure:- Photo Copies Of KYC Documents.

AGREEMENT BETWEEN COMPANY AND DIRECT SELLER/DISTRIBUTOR

THIS AGREEMENT is made on _____ and between RUDRAMANI SMART BUSINESS LLP, with its principal place of business located at Regd. Office:- A 06, OSTWAL TOWER 3, BHAYANDAR, KHAREGAON, BHAYANDAR EAST, MIRA BHAYANDAR, MAHARASHTRA 401105 IN (the company) and Mr/Ms. _____ Address. _____ (the "Distributor").

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

1. **Appointment:-** The Company hereby appoints Mr./Ms _____ as a Direct Seller(Distributor) From dated _____, Id No. _____ and grants Direct seller right to sell the Products of the Company listed in the Product List by following new model guidelines of direct selling issued by the Government.
2. **KYC Documents:-** Company has authority to Collect the KYC documents at the time of distributorship as per the new model guidelines, Incomplete KYC of the direct sellers will act as a void Contract as a result will be not eligible for joining any activities of the company.
3. **Price:-** Distributor can only sell the product on the company price list.
4. **Taxations:-** The Company hereby agree to Pay all the taxes i.e TDS on Commission. Company will act as a medium for the payment of the tax. Tax will deducted From the Commission of the Direct seller.
5. **Commission disbursement:-** Company will only pay the commission as per the Company Income Plan. All payment will be disburse with the deduction of tax if applicable.
6. **Mode Of Payment:-** For any Commission Disbursement Company will use Cheque, RTGS or NEFT as a mode of the payment.
7. **Customer care:-** For any complaint & enquiry regarding Products company has online & offline facility is available.
8. **Identity card:-** Company will provide proper Identity Card to the Direct seller including your company name, direct seller name & address, ID no., Direct seller mobile no., date of joining, office address & customer care no.
9. **Buy-Back Policy:-** Company has a facility of buy back guarantee i.e Any Consumer or Direct Seller can take benefit of Buy back guarantee only after the investigation by Redressal committee which can be exercised within a period of 30 days from the buying date of the products.
10. **Cooling off period:-** Company provide cooling –off period to direct seller i.e any direct seller can take benefit of cooling-off period only after the investigation by redressal committee which can be exercised within period of 25 days from the joining of the company.
11. **Contract validity:-** Validity of contract will be for two years from the last purchase of goods of the company by the Direct Seller. In that case company will provide a notice of 30 days before the termination of the contract. Termination of the contract will lead to the Blocking the ID no. from the electronic system of the company.
12. **Marketing Tools:-** Company will provide marketing tools such as Product brochure, Income Plan Brochure for marketing. any other tools which is made by Direct sellers before implementation its has to be verified from the management of the company.
13. **Records of business:-** Company will maintain Direct Sellers business records electronically i.e your commission ,taxes, product purchase & everything which is important for our business.
14. **Fees:-** Company will not charge any fees such as renewal fees, training, product demonstration, or to be participate in any activities of the company.
15. **Commission Payment:-** Company will pay the all commission on the daily, weekly, monthly as per the Income plan.
16. **Area of Operation:-** Direct seller can sell or promote the product anywhere in India.
17. **Free Joining:-** Company not compel or induce the Direct Seller to purchase goods in an amount that exceeds an amount that can be expected to be sold to consumers within a reasonable period of time.
18. **Conveyance:-** Company does not provide any type of conveyance to the Direct sellers for Marketing such as travelling expenses, accommodation etc.
19. **Direct sellers & Consumer Complaints:-** Company has a facility of receiving complains regarding anything which is part of the company will solved within 45 days from the date of complaining. Complain can be filed online or offline. Company Redressal committee will be incharge.
20. **GST:-** Company will monitor all the purchases of the direct seller on a monthly basis once the purchase value crosses the GST threshold the direct seller has to pay the GST.
21. **Following Rules to be followed by Direct Sellers:-**
 - a) Direct seller should carry identity card while performing his/her activities in the market.
 - b) Direct seller does not visit the customer premises without prior appointment /approval.
 - c) Direct seller should provide complete & truth information about him/her self , company details, product details, buy-back poly, cooling of period, customer care no., consumer redressal committee details.
 - d) Direct seller should follow the system of after sales service.
 - e) Direct seller should keep record of order date ,total amount to be paid by the consumer along with proper bill & receipt.
 - f) Direct seller should keep records of time & place for inspection of sample and delivery of goods.
 - g) Direct sellers should keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law.
22. **Direct sellers Shall not:-**
 - a) Use misleading ,deceptive or unfair trade practices
 - b) Use misleading ,false ,deceptive 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) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled.
 - d) Present any advantages of direct selling to any prospective direct seller in false and / or a deceptive manner.
 - e) Knowingly make, omit, engage, or cause permit to be made, any representation relating to the direct selling operation, including remuneration system and agreement between the direct selling entity and the direct seller, or the goods and / or services being sold by such direct seller which is false and / or misleading.
 - f) Require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and / or services in unreasonably large amounts.
 - g) Provided any literature and / or training material not restricted to collateral issued by the direct selling entity, to a prospective and / or existing direct seller both within and outside the parent direct selling entity, which has not been approved by the parent direct selling entity.
 - h) Require prospective or existing direct sellers to purchase any literature or training materials or sales demonstration equipment.
23. In case of distributor found guilty in any matters regarding exploiting company, breaking policies etc. company has right to take any action.
24. In case of any distributor joined other company & found guilty for harming company in any manner such as team disturbing etc company has right to take any action.
25. In case of any disputes & conflicts Management decision will be final.
26. In case of any legal matters will subject to Mumbai Jurisdiction only.

Authorised Signatory





Company Seal Stamps

Direct Seller / Distributor Signature

