

VTA

V. THAKUR AGRONOMICS PVT. LTD.

CIN. : U01110MH2018PTC313542 | GSTIN : 27AAGCV5745A1ZD

Corp. Office: Plot 33, Ozar Township, Behind Podar Int. School, Mum-Agra highway, Ozar, Nashik. 422206

Reg. Address: 2, Shri Sai Prasad apt, Shri Ram chowk, Rajiv Nagar, Nashik, Maharashtra. 422009

Info@vishalthakur.com | www.vishalthakur.com | E-store: www.acense.in



ASSOCIATE APPLICATION FORM

Application should be filled in English & Capital Letters.

Pin No.

Associate ID No.

How Would You Like to Operate Please tick () your category. (Please provide relevant documentation.)

Individual
 Sole proprietorship/HUS
 Partnership firm*
 Private Limited Company*

Applicant's Name

A Corporate Authorization form is to be fill (not for individual joining)

Gender

MALE
 FEMALE
 OTHER

Pan No.

Husband's/Wife's Name

Pan No.

Date of Birth

(Date/Month/Year)

Mobile No.

UID / Aadhar No.

E-Mail :

Bank's Name

Bank A/c No.

IFSC CODE

Correspondence Address

Tehsil/Village & P.O.

PIN Code (Mandatory)

District

State (Mandatory)

Permanent Address

Tehsil/Village & P.O.

PIN Code (Mandatory)

District

State (Mandatory)

Photo Identity & Address Proof of the applicant (Attach photocopy) (Mandatory)

Election card
 Driving License
 Passport
 Ration card
 UID / Aadhar card
 Any other _____

Co-Applicant/Spouse Information

Name

Relation

UID Aadhar No.

Sponsor's Information

Name

ID No.

Mob. No.

I/We do not have any objection in receiving any promotional SMS/EMAIL from V. Thakur Agronomics Pvt. Ltd.

The form should be submitted at VTA Head Office or State Office within 30 days.

This application is a contractual agreement between the undersigned and V Thakur Agronomics Private Limited ("VTA") subject to code of ethics, terms and conditions mentioned overleaf. The applicant accepts full responsibility of his/her actions in relations to the VTA business conducted by them.

The applicant confirms that the information set forth in this application is accurate and complete. The applicant further confirms that he/ she has read all the terms and conditions mentioned overleaf and by his/ her signature hereto accepts the terms and conditions.

The terms and conditions has been explained to me in simple Language and after understanding I have signed the same.

Applicant's Signature

Applicant must be 18 years of age or older

Sponsor's Signature

Dated :

Declaration by the Applicant: I hereby declare that neither I nor any member of my family has ever joined as a Business Associate of VTA. If at any time any of the information or declaration given by me is found to be incorrect or misleading then VTA at its discretion may cancel/suspend or terminate this agreement/ my/our appointment as Business Associate.

Applicant's Signature

Applicant must be 18 years of age or older

Sponsor's Signature

Terms and Conditions of Agreement Between, V. Thakur Agronomics Pvt. Ltd. (VTA) and its Business Associate named over leaf

These Terms & conditions are to be read together with the application, company policies & procedures handbook and collectively they constitute a binding agreement between VTA and the Direct seller (Associate/ Business Associate) signing this application.

1. Eligibility Criteria & Requirements

1.1 The applicant confirms and undertakes that he/she is above the age of 18 years and is not disqualified from contracting by any law.

1.2 Each Business associate will be assigned a unique Associate ID, the associates cannot operate through multiple Associate IDs. The spouse of an Associate will get de facto membership of VTA as a co-applicant.

1.3 Applicant must submit the following documents;

- Duly filled application form
- Copy of Government issued Identity Card
- Copy of Residential Proof
- Copy of Permanent Account Number (PAN)
- Passport size photographs
- Cancelled Bank Cheque

2. **No Employee-Employer relationship:** The Direct seller confirms that he/she/they has/have entered into this agreement as an independent contractor. Nothing in this agreement shall establish either an employment relationship or any other labor relationship between parties or a right for Direct seller to act as a producer, broker, commercial agent, contracting representative or other representative of VTA or its affiliated/ subsidiary company.

3. **Joining is Free:** Joining as an VTA Associate (direct seller) is Free of Cost. Company reserves the right, at its sole discretion, to accept or refuse any application. Prospective associate /new Joinee is required to undergo mandatory orientation session about direct selling and company.

4. **Term:** Upon acceptance the direct seller will remain a business associate of the company for a period of "Lifetime". This Direct selling agreement shall remain valid and continue to remain in full force unless terminated earlier by either party with or without cause by giving a notice.

5. **VTA Business Plan Benefit** are solely based on efforts put in by the Business Associate in building their VTA business by buying and selling of VTA products. Such benefits will continue to be enjoyed till a Business Associate shows an active engagement. In the event of non-engagement for a continuous period of 6 months such benefits will be limited only to earning a retail profit margin however such a Business Associate will not be entitled to build his business team or to enjoy benefits of the efforts of his/her business team. During the term of this agreement a Business Associate can start to earn all the benefits by actively engaging himself/herself in building VTA business by buying and selling VTA products.

6. **Cooling off period:** Newly joined business associates shall have a cooling off period of 7 days to cancel the agreement and receive full refund against the product purchased in this period. Company does not offer product return policy for currently marketable goods sold.

7. Activation of the Associate ID:-

7.1 The new Joinees' are necessarily required to register themselves online on the company's web portal. An associate shall verify his/her details through a mobile number with the help of an OTP (One Time Password) which will be sent to the mobile number which the associate is intended to get registered. Only one registration is possible via one registered mobile number.

7.2 If the Associate cannot verify his/her mobile number instantly with an OTP then he/she can do so within next 48 hours after filling the online application form, failing which the Associate ID will be terminated automatically. Till the time the business Associate does not verify his/her mobile number, he/she cannot sponsor anyone and/or purchase anything from the company.

8. Duties & Obligation for Business Associates

8.1 No Associate can introduce/produce or sell any business support material without the consent or approval from VTA. This will amount to infringement of Intellectual property rights of the company.

8.2 VTA through its diverse range of products gives the Business Associates' an opportunity to start business. On becoming the VTA Business Associate the products are available at Discounted Rates which can be sold on MRP (but not beyond the MRP) and the Business Associate can introduce new people to start their respective businesses.

8.3 The Business associate shall carry/wear the identification cards (ID cards) issued by the company through their respective online Portals and will seek prior appointment with customer for initiation of sale, Direct seller shall identify himself/herself and the company, provide contact details to the customer & would truthfully represent the nature of products in the manner consistent with the claims authorized by the company.

8.4 The business associate shall not use misleading deceptive or unfair trade practices and not misrepresent actual or potential sales/ earning advantages of Direct selling. Direct seller shall not make any false representation/ promise relating to direct selling, earning potential, remuneration system etc.

8.5 Commissions or bonuses to business associates are paid solely based on sale of products and no payment will be made only for recruitment of new business associate.

8.6 The Business associates shall be guided by provisions of Consumer Protection Act, 2019 and shall comply with Direct selling guidelines issues by the Central and state governments, be responsible for payment of any tax liability on their earning and all local and municipal laws, ordinance, rules, and regulations, guidelines and shall make all reports and remit all withholdings or other deductions as may be required by any such law.

8.7 The Business associate can market or sell the VTA products by using any online medium like apps and web-portals, provided that the Business associate shall sell the product only at the MRP.

9. Ethic for business associates

9.1 An Associate is expected to be truthful and accurate in offering VTA Business opportunities or selling VTA Products. He should not make false claims about the quality, uses, opportunities, products, earnings & efforts required to build the business.

9.2 An Associate in one line of sponsorship must buy all the products either directly from VTA or from its recognized stores and authorized outlets or from his/her sponsor. No Associate shall engage in Cross Group Selling.

9.3 An associate must not engage in any deceptive or unlawful trade practices as defined by any Central, State or Local law or regulation.

9.4 An associate will keep in confidence all trade secrets and agrees not to enter or participate in a competing business activity in any direct selling company.

9.5 All the payment towards the purchase of VTA products shall be made to the authorized distributor outlet of VTA; The Company will not be responsible for any loss, if the money has been entrusted to somebody else except the authorized dealer/representative/ outlet of VTA.

10. Termination of agreement: -

In order to retain the status of business associate, the Direct seller needs to demonstrate his activity by involving itself in sale of the VTA products through his Associate ID, if a person fails to make any sale/purchase for a period of 2 years from the date of contract or the last sales made the contract shall come to an end by giving a notice. VTA may in its absolute discretion immediately suspend and/or terminate the Business Association by notice in writing with the Business Associate in the event that VTA has reasonable grounds to believe that the Business Associate has breached any provision of this agreement, its rules, regulations, policies or procedures as amended from time to time and the company shall not be liable for any incidental or consequential damages caused by its breach, cancellation or suspension of this agreement, whether or not the possibility for such damages is known to VTA.

11. Assignment of rights & duties: -

This agreement is entered on a personal basis and may not be assigned or transferred by the Business Associate to a third party without the written consent of the company.

12. Rejection of application:

VTA may reject any application for any reason, at its discretion, if the application contains incomplete, inaccurate, false or misleading information. Any alteration or modification will be subject to verification.

13. Modification by the Company

VTA expressly reserve the right to alter, modify or amend its rules & regulations which includes but does not limit to product prices, policies & procedures, product availability and compensation plan. If the Business associates do not agree to be bound by the said amendment, then he may terminate this agreement with immediate effect by giving a written notice to the company. His/her continuation as a Business associate constitutes as an affirmative acknowledgement by the business associates to have agreed to such amendment and be bound by the same.

14. Dispute Resolution:

All disputes or differences arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the director of VTA, whose decision shall be binding on the parties according to the provisions of "The Arbitration Act, 2021". The venue of arbitration shall be in Maharashtra.

15. Clause of severability

If any provision of these terms & conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Limitation of liability

Companies liability whether under agreement or otherwise, arising out of or in connection with this agreement shall not exceed the lesser of a) actual damages or loss accessed by the arbitrator b) the total commission earned by the direct seller during the six months period preceding the date of the dispute.