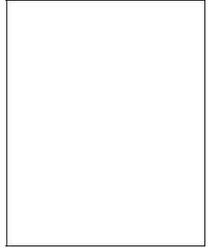


# PUC ONLINE REGISTRATION FORM



## I. **PERSONAL INFORMATIONS OF THE APPLICANT:** -

- i Name of the Applicant : \_\_\_\_\_ Direct Seller ID : \_\_\_\_\_
- ii Father's/Husband's Name \_\_\_\_\_
- iii Occupation : \_\_\_\_\_ Qualification : \_\_\_\_\_
- Iv Date Of Birth : \_\_\_\_/\_\_\_\_/\_\_\_\_ Email Id : \_\_\_\_\_
- V Bank A/c No. : \_\_\_\_\_ Ifs Code : \_\_\_\_\_
- vi Name and address of the Bank \_\_\_\_\_
- vii PAN : \_\_\_\_\_

viii Present Residential Address \_\_\_\_\_  
City \_\_\_\_\_ Post \_\_\_\_\_ Tehsil \_\_\_\_\_ Distt. \_\_\_\_\_ State \_\_\_\_\_ Pincode \_\_\_\_\_

Phone No. (With STD Code): \_\_\_\_\_ Mobile Phone No. \_\_\_\_\_

Ix Permanent Residential Address \_\_\_\_\_

City \_\_\_\_\_ Post \_\_\_\_\_ Tehsil \_\_\_\_\_ Distt. \_\_\_\_\_ State \_\_\_\_\_ Pincode \_\_\_\_\_

Phone No. (With STD Code): \_\_\_\_\_ Mobile Phone No. \_\_\_\_\_

## 2. **INFORMATIONS RELATED TO PUC, PLACE OF PUC AND OTHER:** -

i Name of the PUC : \_\_\_\_\_

ii Complete Postal Address of the PUC : \_\_\_\_\_

City \_\_\_\_\_ Post \_\_\_\_\_ Tehsil \_\_\_\_\_ Distt. \_\_\_\_\_ State \_\_\_\_\_ Pincode \_\_\_\_\_

Phone No. (With STD Code): \_\_\_\_\_ Mobile Phone No. \_\_\_\_\_

General description of Shop/Showroom/Building etc. where PUC's set up is proposed: -

- Whether proposed premises is owned/Relative/leased/rented: -
- Total Area and Constructed Area: -
- Present population of the place where PUC set up is proposed: -

iii Name, Address, distance and other relevant details of existing PUC's, already established at the place of proposed PUC, if any: -

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

iv Name of the nearest Depot, from the proposed PUC: - \_\_\_\_\_

v Name, address, contact no. and nature of relationship of the person who will manage/operate the proposed PUC (If different from the applicant): -

\_\_\_\_\_

City \_\_\_\_\_ Post \_\_\_\_\_ Tehsil \_\_\_\_\_ Distt. \_\_\_\_\_ State \_\_\_\_\_ Pincode \_\_\_\_\_

Phone No. (With STD Code): \_\_\_\_\_ Mobile Phone No. \_\_\_\_\_

vi TIN of PUC :- \_\_\_\_\_

Signature of the Applicant \_\_\_\_\_

**3. DECLARATION (BY APPLICANT)**

- i I hereby declare that the statements made by me in this "PUC Application cum Allotment Form" are true to the best of my knowledge and belief and Complete in all respects.
  
- ii 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.
  
- iii I agree that this "PUC Application cum Allotment Form" and declarations shall be the basis of the contract between me and Sarvodaya Infradevelopers Pvt. Ltd.
  
- iv I also declare that any changes in the information given above after the submission of this would be conveyed to Sarvodaya Infradevelopers Pvt. Ltd., immediately.
  
- v I have read and clearly understood the terms & conditions of this "PUC Application cum Allotment Form", printed overleaf and I undertake to be abide by and follow them strictly.

Date: - \_\_\_\_\_

Place: - \_\_\_\_\_

\_\_\_\_\_

(Signature of the Applicant)

## TERMS & CONDITIONS

The standard terms & conditions forming part of "PUC Application cum Allotment Form for Regular and Online Business" are stipulated as under.

WHEREAS in such terms & conditions, the term "Company" denotes "Sarvodaya Infradevelopers Pvt. Ltd.," a company incorporated under the Companies Act, 1956 with its CIN U52190RJ2008PTC027314 and Registered Office at 1 - S - 1 To 4, Basant Vihar, Bhilwara-311001, Rajasthan, India

The term "PUC" denotes "Pick up Center" and the term "PUC Holder" denotes successful applicant of PUC.

The term "SJLABS" here should be referred as a unit of "Sarvodaya Infradevelopers Pvt. Ltd."

WHEREAS the Company is engaged in marketing and distribution of various types of goods and products through "Direct Selling" system under the brand name of "SJLABS". The company has undertaken a plan to expand its business throughout the country. The Company has considered it necessary to allot "Pick up Centers" throughout the country to strengthen its sale and distribution network. These Pick up Centers will be operated and managed by the PUC Holders at their cost and expenses. The Company will supply its products for distribution to such Pick up Centers. The Company also owns a domain (website) [www.sjlabs.in](http://www.sjlabs.in) for facilitating online sales and purchase of products offered by the company. The direct sellers, registered Buyer and guest Buyer can avail the online ordering facility through this portal and PUC registered under this shall operate as distribution point for such purchases.

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

1. PUC Holder shall work consciously in a professional manner for the distribution of Company's products.
  - Initial product purchase amount for the franchisee (PUC) will not be refunded in any condition. This condition is also applicable for further repurchases.
  - PUC Holder shall totally concentrate over the distribution of Company's products. He shall not involve in any other business/employment of similar nature either directly or indirectly.
  - PUC Holder shall neither permit nor involve directly or indirectly in operation/management of any other business/activity of similar nature at the place/territory allotted to PUC.
  - PUC Holder shall not change the name, address and other arrangements of allotted PUC as stated in its agreement without written permission of the Company.
  - 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.
  - PUC Holder shall undertake to keep open the 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.
  - PUC Holder shall provide computerized invoices to all purchasers through its official login ID allotted by the Company.
  - PUC Holder shall be responsible to make all distribution 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.
  - PUC Holder shall appoint qualified and competent staff and who are employed solely by PUC Holder and not by the Company. PUC Holder is solely responsible for hiring, training and discharging employees and setting their wages and terms of employment. PUC Holder shall comply with all applicable laws and regulations, including, but not limited to, workers' compensation laws. PUC Holder shall require employees to wear such uniforms or attire as the Company prescribes periodically, and otherwise comply with the ongoing system standards.
  - PUC Holder and/or his employees shall attend the company's free-of-charge training intended for obtaining necessary information about products, if he receives a written invitation.
  - PUC Holder shall store the product at temperatures to maintain product shelf-life. The package/pallet integrity should be maintained throughout the storage period to maintain the condition of the finished product.
  - PUC holder shall be liable to act in way that none of its activity is harmful for the company's interest.
2. PUC Holder shall not assign, mortgage, hypothecate, sublet or otherwise part with possession or create any right in third party rights in the allotted PUC without prior written consent of the Company.
3. 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. PUC Holder shall maintain and keep in possession adequate stock of Company's products for distribution. In case of paucity of adequate stock, Company reserves the right to terminate his PUC with immediate effect without any notice.
5. The Company also reserves the right to allot the PUC to anybody else at the same place as per its free will. The Company has absolute discretion to appoint additional PUC Holder/s at the same place without any notice to existing PUC Holder.
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.

(3)

7. If the 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 immediately in writing on 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. It will be the sole responsibility of the PUC Holder to deliver the products well before their expiry date so that Buyer can properly use the product. The PUC Holder shall not sale the products after the expiry date / period mentioned there on. The company shall not be responsible for any damages for such sale and the PUC Holder shall alone be responsible for the consequences.
8. 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 PUC Holder. The PUC Holder shall be responsible to cooperate with them and provide them all facilities, documents and information required to carry such audit.
9. PUC Holder shall prepare and forward to the company various reports and information that the company deems necessary.
10. PUC Holder shall follow FIFO method for product rotation/inventory control and accounting.
11. PUC Holder shall have no right to claim damages for delayed/defective supplies against the Company in any case. The company will arrange for timely availability of goods with the PUC Holder to enable him for timely delivery of the goods booked online by the user. The availability of goods shall be subject to force majeure and any other seen and unforeseen business circumstances.
12. All the taxes and liability will be paid by the company
13. PUC Holder shall also perform the following tasks related to online business of the company generated through [www.sjilabs.in](http://www.sjilabs.in)
  - PUC Holder shall be solely responsible for the collection of amounts due from the Buyers who have made online order on [www.sjilabs.in](http://www.sjilabs.in).
  - PUC Holder will ensure timely delivery of the product to the user. He will make a maximum of two attempts to deliver order. In case the Buyer is not reachable or does not accept delivery of products in these attempts, then the PUC Holder reserves the right to cancel the order(s) at his discretion and intimate the company immediately.
  - PUC Holder shall facilitate the return or exchange of the product booked online by buyers as per the return or exchange clause mentioned in "Terms of Use" for [www.sjilabs.in](http://www.sjilabs.in)
  - PUC Holder shall submit his claim for the expenses incurred in relation to swapping machine within 30 days of receiving swapping machine monthly statement. No claim will be entertained after the said period.
  - PUC Holder will deliver the product as per the ordered quality, quantity and packaging.PUC Holder remains responsible for overall quality, timely delivery and cost of delivery.
  - PUC Holder shall issue the tax invoice to the user with the total price for the Goods inclusive of all taxes.
14. In case of any dispute with a buyer regarding quality of products etc., the 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.
15. In no event the company shall be liable to PUC Holder or any buyer for any lost profits or savings, consequential, incidental, special or punitive damages arising from use, misuse, or inability to use products.
16. The Company shall terminate/revoke allotted PUC with immediate effect and without any notice to PUC Holder in following and other circumstances:-
  - if PUC Holder is declared insolvent or there is likelihood of his becoming bankrupt, or
  - He incurs heavy debts, or
  - 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, or
  - He is directly or indirectly involved in any activity dormant to Direct Sellers ID, or
  - Any other condition as the company may deem fit.

Such termination/revocation shall be without prejudice to any right of remedy of each party. However, the Company reserves the right to confiscate all payables of the PUC Holder, may it be cash or kind.

Upon termination/revocation of PUC for any reason: -

- The relationship between the parties shall immediately come to an end.
  - 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.
18. 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 fulfill all pending orders or enquiries, until the final settlement of accounts takes place and "NO DUES CERTIFICATE" is issued by the Company.

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, adverse climatic conditions, power outage, failure of performance by a third party (not due to any act or omission by either Party) or any other cause beyond the reasonable anticipation and control of either Party to this Agreement despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events 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") for damages arising from personal injury or property damage caused by the PUC Holder or anyone for whose acts the PUC holder may be held responsible, then the PUC Holder shall indemnify the company and fully reimburse any loss, damage or expenses, including the attorney's fees provided the claims arise out of or in connection with breach of any representation or warranty by the PUC Holder or arise due to performing such acts or deed due to which any claim is brought against the company by any third party. PUC Holder agrees to fully cooperate with Company in the defense of such Claims.
21. Nothing contained herein shall be deemed to make PUC Holder as a business partner or joint venture or agent or partner of Company for any purpose.
22. All relevant information and documents related to the PUC Holder will be published by the Company on its official website i.e. [www.sjilabs.in](http://www.sjilabs.in) PUC Holder shall update himself by visiting the Company's website regularly and act accordingly.
23. The failure to exercise any right by the Company provided herein shall not be deemed waiver of such rights.
24. If any clause of the terms and conditions shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining terms and conditions of "PUC Application cum Allotment Form for Regular/Online Business".
25. The terms & conditions stipulated herein are subject to revision by Company from time to time. The Company reserves the right to append new terms & conditions or to modify/delete/amend the terms & conditions, stipulated herein and no disagreement will be entertained by the Company.
26. That the company reserves all the rights to add, delete, amend, and alter any of the terms and conditions of this application form without any prior notice, on retrospective basis also. All such future changes shall be binding to all existing PUC HOLDERS. Such changes shall be updated online by the company. PUC HOLDERS shall be liable to keep themselves update with the changes made by the company.
27. In case any dispute arises among the parties hereto out of or in relation to or in connection with this agreement, of the breach, termination, effect, validity, interpretation or application of this agreement or as to their rights, duties or liabilities there-under, or as to any act, matter or thing arising out of, consequent to or in connection with this agreement, the same shall be referred to a Sole Arbitrator identified and nominated by the Company. The decision of the arbitrator shall be final and binding upon the parties. The venue of the arbitration proceedings shall be Bhilwara (Raj.) only. The arbitration proceedings shall be in English language and shall be governed by Arbitration and Conciliation Act, 1996.
28. The terms & conditions stipulated herein shall be governed by and construed in accordance with the laws of India and under exclusive jurisdiction of the Courts in Bhilwara.

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

Date: \_\_\_\_\_ Name: \_\_\_\_\_

29. Place: \_\_\_\_\_ Designation: \_\_\_\_\_

(Signature of the Applicant)

Witnesses:

Name \_\_\_\_\_ Name \_\_\_\_\_

Signature

Signature