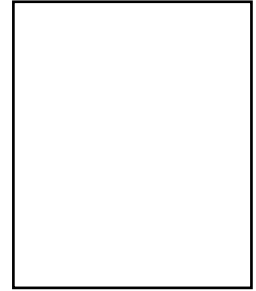




**Balarka Global Mart Pvt. LTD.**

Jaipur Rajasthan  
Web: www.balarkaglobal.com • Email: info@balarkaglobal.com  
Customer Care : +91 98751 71000, 95218 97711



**FRANCHISE SALE APPLICATION FORM**

**Personal information :-**

Name of the Applicant: .....  
Father/ Husband Name: .....  
Date of Birth: ..... Sex: ..... E-mail: ..... Mobile:\* .....

**Permanent Address:-**

City/Town: ..... District: \* ..... State: \* ..... Pin Code:.....

**Co-Applicant Details:-**

Nominee Name:\* .....Relation With Applicant : ..... DOB:.....

**Identity Proof Details**

AADHAR CARD NUMBER -

PAN CARD NUMBER -

VOTER ID NUMBER -

MODE OF PAYMENT: - CASH  CHEQUE  UPI  CARD  BANK TRANSFER

PAYMENT DATE :-

FRANCHISE TYPE :- PEARL  PINK PEARL  GOLDEN PEARL

**FRANCHISE OWNER'S BANK DETAILS**

BANK NAME \_\_\_\_\_ BRANCH \_\_\_\_\_ ACCOUNT HOLDER'S NAME \_\_\_\_\_

ACCOUNT NUMBER

IFSC CODE

Referral Identity No: BG..... Name Of Referral: ..... LEFT  RIGHT

Super Referral Identity No: BG..... Name Of Super Referral: .....

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

Signature of the applicant

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



## General Terms & Conditions

- A. That the Direct Seller shall make proper canvassing for the sale of the products in all over India and for his purpose, the company and Sales Team/Group shall assist the Direct Seller.
- B. That company will not provide any establishment/office expenses, business running expenses etc. in relation to maintain a owned office for the Direct seller.
- C. That Direct Seller covenants with the Company that it will exclusively engage in the sale of the company products and tie-up product and shall not indulge in the sale of similar/identical products and that it shall protect and preserve the patents and trademark of the company's products.
- D. That Unique Identification Number has to be quoted by the Direct Seller in all his/her transactions and correspondence with the Company. The Unique Identification Number once chosen cannot be altered at any point of time.
- E. That No communication will be entertained without Unique ID entification Number and password. Direct Seller shall preserve the Unique Identification Number and Password properly as it is must for logging onto website.
- F. That the Company reserves its right to withheld/block/suspend the Direct Seller in the event the Direct Seller fails to provide any details as desired by the Company from time to time like Pan Card details, KYC etc.
- G. That the Direct Seller shall be faithful to the Company and shall uphold the integrity and decorum to the Company and shall maintain good relations with other Direct Seller and other clients also.
- H. That the Direct seller shall be abide with policies, procedures, rules and regulations of the company and All privileges law, rules and regulation and Direction and Guideline issued by the state and central Government of India from time to time.
- I. That the Company reserves the rights to modify the terms and conditions, products, plan, business and policies with/without giving prior notice. Such notice may be published through the official website of the Company, and any such modification/amendment shall be applicable and binding unto the Direct Seller from the date of such notice.
- J. That the Direct Seller shall comply with all state and central government and local governing body laws, regulations and codes that apply to the operation of their BALARKA GLOBAL MART PVT. LTD. business. Direct Seller must not engage in any deceptive or unlawful trade practice as defined by any central, state or local law or regulation.
- K. That the Direct Seller shall not manipulate the BALARKA GLOBAL MART PVT. LTD. marketing plan or product's rate, Point volume/sales Point/ Business volume etc., in any way and Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the Company otherwise than for authorization for the same.
- L. That the Direct seller shall be libel to produce/show/explain the marketing/sales/trading plan of the company to the customer as it as he is received.
- M. That the Direct Seller and/or any other person is strictly prohibited to use Business Promotional Material, other than Business Promotional Material developed and/or authorized to develop by the Company.
- N. That the Direct Seller shall not use the BALARKA GLOBAL MART PVT. LTD. trademark, logotype and design anywhere without written permission from the Company. This permission can be withdrawn at anytime by the Company.
- O. This direct selling business no income for joining ID or registration only commission after selling products. Two active Directs (Each in Both Side) are compulsory for All income. The Amount for BGM Royal crown diamond and BGM president's club will be distributed in parts. TDS According to Govt. Norms. Products return in 30 days.
- P. That the Direct Seller Information .Trimming or simulation as par applicable. All rewards are next group matching .team bonus and repurchase income capping applicable. \* Star Bonus is more than 2000/- then personal sales should be compulsorily 1:1 B.V. \*All Right are reserved to company.
- Q. That All the arrangements, expenses, permission from local authorities, complying with rules of central and state government and local body is whole responsibility of Direct Seller for meetings and seminars conducted by Direct Seller.
- R. That No another Direct seller code shall be issued on same Pan Card.
- S. The Direct seller is agreed and authorized to the company to create his/her Sales and purchases books 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 applicable law as mentioned in the sub-clause 5 of the clause 5- Certain obligation of Direct Sellers. In this relation the company shall be authorized to deduct the charges from the incentive of the Direct seller for prepare of such accounts on behalf of the Direct seller.
- T. The Direct seller has clearly understood the marketing methods / plan, the compensation plan, its limitations and conditions. He agrees that he 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 Company.
- U. Relation between the Company and the Direct Seller shall be governed, in addition to this agreement, by the rules and procedure mentioned in the marketing plan, available on website. The Direct Seller further confirms that he has read and understood the terms & conditions and agrees to be bound by them.
- V. Direct Seller shall act as a freelancer and shall not commit any misfeasance or malfeasance to create any liability/obligation on the Company.
- W. That All 1 the products given/sold by the BALARKA GLOBAL MART PVT. LTD. If found defective/guilty/explosive and any other such issues held than manufacturing company of those products shall be responsible for the act and solution.
- X. 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 is not authorized to receive/accept any amount/payment for and behalf of the Company and any payment received by him will not be deemed to be received the Company.
- Y. Direct Seller, hereby declare that all the information furnished by him are true and correct. Company shall be at liberty to take any action against the Direct Seller in the event, it is discovered that the Direct Seller furnished any wrong/false information to the Company.
- Z. Direct Seller is required to visit the Company's official website from time to time to get regular updated done by company if any.
- AA. The Direct Seller will be eligible for facilitation fees or income, as per the volume of sale of Products/Business done by him, subject to the eligibility norms formulated by the Company from time to time. The Company does not guarantee /assure any particular or fixed facilitation fees or income to the Direct Seller.
- BB. Direct Seller ID has to be quoted by the Direct Seller for all his/her transactions and correspondence with the Company. The Direct Seller ID once chosen cannot be altered at any point of time.
- CC. No communication will be entertained without Direct Seller ID and password. Direct Seller shall preserve the D and Password properly as it is "must" for logging onto website.
- DD. Commission/income to the Direct Seller shall be subjected to statutory deductions as applicable.
- EE. Direct Seller undertakes to adhere for policies, procedures, rules and regulations formed by the Company.
- FF. In case of death of Direct Seller either his nominee or one of the legal heir with consent of all the legal heirs may join the Company as Direct Seller in place of the deceased provided he 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 the Seller, the Company Shall be at liberty to terminate the ID. For this period the Company will keep his ID in abeyance.
- GG. If any Director Seller loses his contractual capacity due to any reason such as lunacy, bankruptcy or sentenced to imprisonment or any other legal embargo is created, his Direct Seller ship shall be continued through the person duly appointed by the competent Court.
- HH. 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.
- II. Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the Company without any authority from the Company.
- JJ. Direct Seller or any other person under him is strictly prohibited to use Promotional Material, other than the developed and authorized by the Company.
- KK. All the arrangements, expenses, permission from local authorities, complying with rules of central and state government and local body is whole responsibility of Direct Seller for meetings and seminars conducted by Direct Seller.
- LL. Any Dispute Will be the jurisdiction of Jaipur.
- MM. SMS ALERTS- The Direct Seller agrees to receive the SMS Alerts from the Company on Mobile No. Mentioned/ quoted above and will not object even if they are received despite of DND activated. Direct Seller Shall Intimate the Change in mobile no. (If Any)

**Signature of The Applicant**

## **BUY BACK / REFUND POLICY**

### **Product return & refund policy**

In case of any dissatisfaction, manufacturing or packaging defect, customers/Distributors can return/exchange the product. The customers/Distributors must contact the Distributor/Company from whom they had purchased the same, within 30 days from the date of purchase. They have to provide a reason and return the said products. In case the customer returns the product, it is the distributor's obligation to satisfy the customer's need for money refund or replacements of products.

The Distributor can then return these products, with original Invoice to the Company. The Company will replace these products free of cost or if the distributor does not want the same products, the Company will give a cash voucher of the same amount, which can be used by the Distributor for purchasing products of their choice.

- Product Return Form
- Reason for return
- Copy of Invoice
- Products to be returned

### **Buy Back Policy**

The Company provides a Buy Back Policy to the distributor who wishes to resign from his/her distributorship and return any Balarka products that are in good condition, useable, resaleable, restock-able, unopened, unaltered and must have a shelf life of at least four months.

If the Distributor resigns within 30 days from the purchase of the products, Balarka shall provide a full refund for the products to the Distributor.

If the Distributor resigns from his/her distributorship after the expiry of 30 days from the date of purchase of products from Balarka, the amount refunded will be equal to distributor cost of the products being returned, less total bonus paid out by the Company on the original purchase.

The Buy Back policy is designed to impose upon the sponsor and the Company the obligation to ensure that the distributor is buying products wisely.

### **Cancellation**

For Cancellation of confirmed/placed order please Contact Us on our helpline no :  
+919875171000  
or write to us at info@balarkaglobal.com

### **Please Note:**

Product Return Policy is NOT valid on items if opened.

## **Termination & Prohibition Policy**

That any payment of Incentive by whatever names it is called unrelated to their respective sales volume is prohibited.

That the Direct Seller or his/her relatives (relative means dependent son or daughter, father/mother, spouse) shall not engage in any activities of Multi Level Marketing of any other entity. If it is found then such Direct Seller shall be terminated.

That the Direct Seller is prohibited from listing, marketing, advertising, promoting, discussing, or selling any product, or the business opportunity on any website or online forum that offers like auction as a mode of selling.

That the Direct Seller hereby undertakes not to compel or induce or mislead any person with any false statement /promise to purchase products from the Company or to become Direct Seller of the Company.

That the Direct Seller and the company hereby undertakes not to indulge in money circulation scheme or any act barred by the Prize Chits and Money Circulation Scheme (Banning) Act, 1978.

That the Company/Direct seller shall not promote a pyramid scheme, as defined in Clause 1(12) of the "Advisory to state Government/Union territories on Model Guideline on Direct selling" issued by the Department of consumer Affairs, Ministry of Consumer Affairs, Food & Public Distribution, Government of India Dt. 09th Sep. 2016 F.NO. 21/18/2014-IT(Vol-II). In the garb of Direct selling Business opportunities.

**Signature of The Applicant**