

# SMARTSUCCESS INDEPENDENT BUSINESS ASSOCIATE (IBA) REGISTRATION FORM



SmartSuccess Products and Services Pvt. Ltd.  
 At, Post - Ashti, House No. 1306, Ward No. 4 Near G D C C Bank  
 Tal - Chamorshi, Dist - Gadchiroli, Maharashtra - 442707  
 E-mail : info@smartsuccess.co.in Web : www.smartsuccess.co.in Mob. 9373239232

AFFIX A RECENT  
 PASSPORT SIZE  
 PHOTO

Application ID									
Enrollment Date	D	D	M	M	Y	Y	Y	Y	

## IMPORTANT NOTICE

- (a) Before filling up this application form, please give a read to the Instruction, Declarations and Undertakings available herein.
- (b) Incomplete form will be rejected by default, to avoid misleading from KYC of the newly enrolling IBA member.

### IBA - APPLICANT BASIC DETAILS

YOUR CONSTITUTION

- INDIVIDUAL   
  SMALL GROUP OF PERSONS   
  BUSINESS ( PROPRIETOR / PARTNER )   
  COMPANY ( OPC / PVT. LTD. )

YOUR NAME

YOUR FATHER'S NAME

DATE OF BIRTH

GENDER

 MALE   
  FEMALE   
  OTHER

HAVE YOU APPLIED FOR IBA ENROLLMENT ?

 YES   
  NO

MENTION YOUR PAN NUMBER

MENTION YOUR AADHAAR NUMBER

### IBA - APPLICANT QUALIFICATION

ILLITERATE	PRIMARY	SECONDARY	DIPLOMA	GRADUATE	POST GRAD.	DOCTORATE	ITI / SKILLED	PROFESSIONAL
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### IBA - APPLICANT FAMILY INCOME ANNUALLY

UP TO 10000	UPTO 50000	<100000	<250000	<500000	<1000000	<2500000	<5000000	1 CR / ABOVE
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### IBA - APPLICANT NOMINEE DETAILS

NOMINEE NAME (FIRST NAME AS PER AADHAAR)

RELATION WITH YOU

DATE OF BIRTH

### IBA - APPLICANT ADDRESS OF CORRESPONDENCE

ADDRESS LINE 1

ADDRESS LINE 2

NEARBY LANDMARK

CITY

STATE

PIN CODE

MOBILE



### IBA - RECOMMENDED BY

NAME

ID NO.

SIGNATURE OR  
 LEFT THUMB IMPRESSION  
 OF THE SPONSOR →

# TERM AND CONDITION PERSISTING TO THE AGREEMENT

## 1. DEFINITION :- In this agreement

A "Agreement" is an Application cum Registration Form to become an IBA of SSPSPL : "Every promise and every set of promises, forming consideration for each other 'By entering into this agreement an IBA (Application) acquires non transferable rights & privileges to market and sale the products as offered by the SSPSPL in this allocated territory under the terms and condition of this agreement and Bye Laws "BL".

B. "Company" -means M/S SMARTSUCCESS PRODUCT And having its registered office At - Post Ashti House No 1306, Ward No. 4, Near GDCC Bank, Tal - Chamorshi, Dist - Gadchiroli Maharashtra - 442707 whis is into the business of Marketing/ Sales of Goods and related services under its own/licensed logo brand/ trade name by direct sales or through any other mode hereinafter referred as "SSPSPL" or "Company"

C. "IBA" - means Independent Business Associated and have attained the age of majority & not restrained under any low time being in force to execute this agreement & possesses the competence to represent the business of the applicant Company/ firm/ society to sign and execute this agreement on his/her behalf (A separate Legal Entity contractually amalgamated with the SSPSPL. on principle to principal basic) of the company, independently and/or with free will binding his/her {Applicant} own acts deeds in relation on the business transaction with the company with an commercial intention to earn incentive/ commission and/or whatsoever name is called arising out of the sells of products made directly by him/ her or through his/her down-lines (group sales) as pr SSPSPL marketing and business plan. SSPSPL at its sole discretion can changes the rates of incentive/commission by whatsoever name is called at any time during the continuation of this agreement or during any renewed period thereof. Any sales return made by the applicant and/or by his/her group (down-line) shall be treated ad duction of such incentive without any reference.

D. "Goods/products OR Services" means all goods/products and other manufactured/ marketed/ sold SSPSPL under its own/licensed logo and trede name.

E. "Sponsor" - shall be ( active existing IBA to introduce the applicant/prospect) an existing active IBA of requisite status for introducing the applicant.

## 2. TERMS

A. This instrument hereafter referred to as agreement, executed between Applicant and SSPSPL.

B. SSPSPL hereby appoints identified applicant as its IBA for its products and related services and applicant (s) hereinafter referred as IBA accepts such appointment.

C. No fee is charged to become and IBA.

D This agreement shall become effective on the date of SSPSPL acknowledges and accepts IBA ship of applicant. SSPSPL at its sole discretion may accept or reject the applicant without assigning any reason. Including incomplete, inaccurate, false or misleading information in the application/registration form attached to this agreement.

E. Renewal-IBA ship is free & for the lifetime of an IBA but the continuation requires at least one trasaction is found for consecutive three years the IBA ship would be auto terminated.

## 3. IBAAGREES THAT-

A. Applicant entered into this agreement as IBA of SSPSPL Products. IB is sepearate independent entity, associated purely on the present contractual term caused with free and an independent will neither consumer, and shall have no power of authority to incur any debt, contracts, bligation or liabilities or to make any representation of any warranties on behalf of sspspl ;

B. SSPSPL shall provide its features, products and promotional offers etc. throuh personal communication via SMS and phone calls at the registered mobile number of an IBA.

C. Applicant shall not be an employee or agent SSPSPL or in partnership relationship with SSPSPL AND SSPSPL is not offering any kind of job quick rich scheme and does not guarantee monthly or fixed income.

D. Applicant clearly understands that applicant is not entitled to get any incentive/sales incentive upon the enrollment of new IBA's into the SSPSPL and recommendation and or enrollment of new IBA by any IBA or his/her Down/line does not attract payment of incentive/sales commissions at all.

E. The applicant shall act as an independent vendor on his/her own name in his/her own responsibility and for his/her own account while purchasing and selling SSPSPL products. Applicant declares that at all times his/her acts and deeds shall be to keep-up and enhance the reputation of SSPSPL. applicant shall not engage himself in high pressure selling/promoting and will be courteous to the customers and must at all times make a fair representation of the sales and Marketing plan and its products faithfully and without any inducement. Applicant shall not sell any SSPSPL product for a price more than maximum, Retail price (MRP) However, IBA may charge at his discretion, any price that is lower MRP indicated on the lable on any product.

F. The relation and all activities between SSPSPL and him/her shall be governed by the bye laws (BL) os SSPSPL, addition to this agreement, which includes (a) Sales and Marketing plan (b) code of conduct © Product Catalogue and all other literatures as available in the website and or anywhere in company material/Literature etc. ( Collectively refers herein as "Bye Las" BL) SSPSPL. may amend any of the term and conditions mentioned anywhere in this agreement, including Bye Laws through broadcasting such amendments/modifications on its website and or through any other modes of communication/publication whatsoever as SSPSPL thinks fit and proper and continuation of IBA'ship stands as deemed acceptance ow such amendments/modifications. If any IBA does not agree with such amendments Applicant may terminate this agreement within 30 days of such publication/ communication by giving a written notice to SSPSPL. In case IBA breach any or all terms and condition as mentioned anywhere in this Agreement and or mentioned anywhere in the Bye Laws the SSPSPL possesses unconditional rihts to terminate this agreement with or without issuance of show cause notice as SSPSPL may think fit and proper. IBA claealy understands that in case of any breach of nay of the terms and conditions as mentioned anywhere in this agreement/Bye Laws is found (directly or indirectly related with the IBA or with his/her down-line); the SSPSPL possesses unconditional rights to terminated his/her IBA'ship with/without issuance of show cause notice. IBA hereby indemnfy SSPSPL from all kinds of liabilities which may arise out of his/her acts and deeds, including the deeds and acts of his/her down-line

G. The applicant has understood that the IBA'ship is free for life-timem, provided that IBA'ship requires at least one tranasction of sale and purchase in his/her own IBA'ship in a year to remain active in the plan.

Any IBA who does not accumulate any transaction in his/her own IBA'ship for consecutively three years shall be terminated by the SSPSPL without issuance any notice. And any IBA who got termination under this clause cant's claim him/her rights and privileges (which include all benefits bundled with IBA'ship like incentive, bonus, commissions and other) in any manner whatsoever.

H. Applicant shall comply ;with all applicable laws, regulation and ordianance (central, state, local) applicable to his/her SSPSPL Business as may be applicable there upon time to time and agree to obtain/ apply all license/permissions/registration which may be required to run the business as an IBA/Dealer. IBA declares that in case IBA is prohibited from doing the business as an IBA under any the enactment of any new Law/statutes, IBA is fully and unconditionally agree to abandoned his/her all rights, claims and other whether or not attached and or bundled with the IBA'ship.

I. SSPSPL reserves the right to recover back any bonus paid to any IBA under the following circumstances.  
-Product returned under Refund Policy.  
-Returned to any Branch/Franchisee under any applicable law or  
-Stolen or obtained by illegal means.

J. The selling price (MRP) of any SSPSPL product is determined by SSPSPL and no IBA shall be allowed to reduce or increase the price including by way of tempering with selling price as affixed or decided by SSPSPL on the label or packing of the product. Breach of the regulation shall result in suspension or termination of IBA'ship by SSPSPL

K. An IBA shall be held liable and responsible for false claims, misrepresentation, etc. About SSPSPL business, quality, quantity, content, usage or benefits of products other than those mentioned in an authorized product catalogue secified by SSPSPL and all such acts shall lead to disciplinary action including suspension or termination if IBA ship.

L. Applicant shall not be involved directly or indirectly (including by proxy) in any activities of other direct sales companies or any other activities that will bring negative effects to SSPSPL. SSPSPL Reserves the right to terminate any IBA who commits such offense.

M. The applicant has undeerstood that the applicant and his/her customer can take refund within 45 days from the date of purchase of their product (on account of defect and or dissatisfaction) after standard deduction 10% as handling charges. The products should be in re-saleable condition. A) Re-saleable condition means the condition in which the price label clean and intact and in good condition. B) The production of thje refunded product has not yet stopped. C) The product seal (shrink wrapping) should be unopened. D) The product should ;have a reasonable shelf ( Date of expiry) life period OR such an IBA may get exchange his/her purchased products, within a period of 180 days from the date of purchase as per the condition mentioned in this clause.

## 4. SSPSPL RIGHTS AND OBLIGATIONS:

A. The company will make its products services available to an IBA and shall pay him/her various commissions as set forth in the Bye Laws.

B. The Company shall comply with its obligations in accordance with the BL and this agreement.

C. TDS as applicable will be deducated by the Company from the commision paid to IBA(s) a per the income Tax Rules.

D SSPSPL may terminate this agreement by giving written notice or without any notice for a breach of any term and condition of this agreement and of BL B) non-performance C) violation of provisions of rules of conduct.D) in case SSPSPL for any reason arrive at the decision that Applicant should not be continued as an IBA of SSPSPL.

E. In casse of dispute or any loss, whether in contract, tort or otherwise the arising out of this agreement liability of SSPSPL shall not exceed the lesser of any of these (a) actual damage or loss assessed by the arbitor or any other dispute resolution arrangement adopted by both the parties(b) total commision earned by the IBA during the preceding six month of the date dispute.

F. Product can be purchased by cash (or by any mode or payment so accepted by SSPSPL) from company Branch. A Receipt and bill will be issued foor each private purchase (IBA).

The company reserves the full and absolute right, at any point of time, even without any prior notice to change. Vary or amend or modify the SSPSPL IBA ship rules and regulation, BL, Code of ethics, SSPSPL Sales & Marketing Plan and any of its policies and suspeend or terminate the IBA ship of any IBA pr person as and when necessary.


Visit Websites; [www.smartsuccess.co.in](http://www.smartsuccess.co.in) for more information, including bye laws or contact customer cat at number, 9373239232



SIGNATURE

APPLICANT  
NAME :  
ID :

DATE :  
PLACE :



SIGNATURE WITH SEAL

COMPANY AUTHORIZED SIGNATORY  
NAME :  
ID :