

Terms and Conditions for HMC's new Entrants/Applicants

- The applicant is required to read thoroughly and understand the terms and conditions, policies, procedures, code of ethics, and business opportunities of the company as given below. This application/ agreement form is considered as an authentic and legally binding document. This contract is between the applicant (hereinafter referred to as the distributor) and Hindustan Marketing Company (hereinafter referred to as the company).
 - If the applicant agrees to adhere to and abide by the conditions mentioned hereunder, he/she shall become a distributor on payment of the prescribed distributorship fees to the company by way of a crossed demand draft.
1. The applicant should have completed minimum 18 years of age and shall be competent to enter into contract as provided in the 'Indian Contract Act'.
 2. For joining as an independent distributor of the company, the applicant will have to make the prescribed payment towards distributorship fee by way of a **crossed Demand Draft or online Cheque** favouring '**HINDUSTAN MARKETING COMPANY**' payable at **Mumbai or at Sheoganj (Rajasthan)**.
 3. The company has not authorized any official, officer or distributor of the company to receive any amount in cash on behalf of the company towards the distributorship fees, or cost of products, as the case may be.
 4. If anybody makes any payment in cash, it will be at his/her own risk and under no circumstances, will the company be answerable to such unauthorized cash payments.
 5. The initial payment made by the applicant is towards enrolling as an independent distributor and the same is not refundable under any circumstances. All the packages included the registration fees, the processing fees and the administrative costs.
 6. The distributor will be eligible for incentives or income only as per the volume of business done by him that is also subject to the eligibility norms formulated by the company. The company does not ensure any incentive or income to the distributor on merely account of his/her joining the company.
 7. The independent distributor will not be a consumer, agent or employee of the company. His/her position being so, he/she can not bind the company, in any manner nor he/she has any authority to bind the company or to represent or speak on behalf of the company.
 8. The company will approve the distributorship by issuing an official receipt which will carry an identification number known as "HMC ID" allotted by the company. This ID has to be quoted by the distributor in all his/her transactions and correspondence with the company. The ID once allotted can not be altered at any later point of time.
 9. The company will, in no case, entertain any communication without ID.
 10. The company will not entertain any request made after six months of the date of acknowledgement of payment for any product/ package.
 11. The distributor has to pay annual renewal fees at the end of 12 months of their diamond distributorship every year as per the company norms.
 12. TDS and other taxes applicable as per the government laws and rules will be deducted.
 13. All individual distributors should adhere to rules and regulations formed and amended by the company. If any of the distributors is found guilty of not observing the same, then his/her distributorship will be terminated by the company.
 14. The company reserves all rights to terminate a distributor
 15. Once a distributor is terminated, he/she can not enter any of the HMC premises/ meeting locations and his/her incentive income will be stopped immediately.
 16. The distributor shall bear true faith and allegiance to the company and shall uphold the integrity and decorum of the company and shall maintain good relation with other distributors and other clients.
 17. The distributor shall always behave and act in a dignified manner befitting the status of a distributor of a reputed and leading network marketing company of the country.
 18. The distributor shall not compel or induce or mislead any person with any false statement / promise to join the company or to purchase any product.
 19. The company will not be answerable for any promise, assurance given by any distributor to any person, unless it is in accordance with the approved business plans and terms of the company. Hence, the applicant shall go through the brochures and notices issued by the company to keep himself/ herself fully informed on all these matters.
 20. The applicant/ distributor shall ensure that all the information is furnished to the company is correct and properly entered. Any request for correction furnished by the distributor as to his/her sponsor or placement details will not be entertained, once payment statements are processed.
 21. The company reserves the right to reject any distributorship/ application at its own discretion.
 22. The company reserves the right to modify the terms and conditions, products, schemes, business and policies giving prior notice and it will be binding on all distributors of the company.
 23. The terms and conditions within above mentioned shall be governed in accordance with the laws in force in the territories of India. Disputes, if any arise, shall be subject to the exclusive jurisdiction of the court of Sheoganj (Dist: Sirohi- Rajasthan).

24. If any dispute or difference arise between the parties hereto touching the business or interpretation of any terms and conditions or as to incentives, income etc., relating to the business of the company, the same shall be referred to arbitration and the arbitration shall be governed by the 'Arbitration and Conciliation Act, 1996'.

Read over by me/ to me and agreed by me Signature.....

Dated the day of 200.... Name

Declaration/ Affirmation

I aged

.....years, S/o D/o W/o

Resident of Village/Town Tehsil

....., Dist: State:....., do

hereby solemnly affirm and declare as follows:-

After carefully reading/ hearing it read by others, the terms and conditions and the business plans appended along with the application form, brochures, I hereby agree to the same and join as an independent distributor of Hindustan Marketing Company, of my own accord to do the distribution business.

1. I will bear true faith and allegiance to the company and shall uphold the integrity and decorum of the company to which I am about to join as an independent distributor.
2. I will bear utmost honesty and uprightness to the distributors and the prospective distributors and to other clients of the company. I also swear that I will not indulge in any kind of unfair means to promote my business as a distributor.
3. I have fully understood and am convinced of the terms, conditions and the norms of the company.
4. I am fully aware that the entire payment made by me is towards distributorship fees and hence not refundable.
5. I am made to understand that being a freelance independent distributor; I will not be an agent, employee, or consumer of the company. Hence I have no authority to bind the company or to speak on its behalf.
6. I declare that I have not been given any assurance or promise by the company or its senior level distributor as to any income on account of the entire payment made by me. However I am made to understand that I will be eligible for income/ incentive depending upon the volume of business done by me as per terms.
7. Under any circumstance, I fully understand that the value of the packages offered to me will be a higher side than the amount paid by me.
8. I will not promote the business of other companies in the office, premises, and meeting hall or wherever the activities of the company take place.
9. I will not misguide or induce any one dishonestly to join the company. I hereby agree and adhere to the terms and conditions stipulate along with the application form and as mentioned above and agree to do distributorship business.
10. I hereby agree to submit all disputes to arbitration as provided in the terms and conditions of the company.

In witness whereof I hereto have signed this declaration/ affirmation this

....., day of 20....., in presence of the following witnesses.

1-Signature..... Signature

Full Name..... Name of

Address..... Applicant

(In his own handwriting)

2- Signature.....

Full Name

Address



HINDUSTAN MARKETING COMPANY

Devchand House, 66-Subhash Nagar, Street No.7

SHEOGANJ -307027 (Dist: Sirohi-Rajasthan)

Tel: Office: 02976-220030

Mob: 09309297959 / 09029853696

For Scheme Details see Our Websites

<http://www.labhlakshmi.com/make-money>

<http://hindweb.net/make-money>