



1706, Silver Oak, Raheja Willows,
Akurli Road, Kandivali (E),
Mumbai 400101
+91 9136 955 915
maheeta.enterprises@gmail.com
www.maheeta.in

EMPPRENEURSHIP APPLICATION FORM

Fill in CAPITAL letters in English, Hindi or Marathi:

Name (First, Middle, Last): _____

Father's Name: _____

Mother's Name: _____

PHOTO

Current Address:

House No: _____ Bldg: _____

Road: _____ Area: _____

Town/City: _____ District: _____

State: _____ Pin Code: _____

Permanent Address:

House No: _____ Bldg: _____

Road: _____ Area: _____

Town/City: _____ District: _____

State: _____ Pin Code: _____

Mobile No.: _____

Email address: _____

Aadhaar Card: _____

Driving License: _____

Current Job/ Occupation (Position, Company): _____

Next of Kin/ Local Guardian:

Name: _____

House No: _____ Bldg.: _____

Road: _____ Area: _____

Town/ City: _____ District: _____

State: _____ Pin Code: _____

Aadhaar Card: _____

Reference (3 nos):

Name: _____

Mobile No.: _____

Name: _____

Mobile No.: _____

Name: _____

Mobile No.: _____

Name in **Bank Account:** _____ Account No: _____

Bank Name: _____ Branch: _____ IFSC Code: _____

I hereby declare that to the best of my knowledge and belief, all information given above and documents submitted herewith are true and Maheeta Enterprises LLP would not be liable under any circumstances if any particulars or information provided by me/us is found incorrect. I have read and understood the terms and conditions and fully and agree to the same.

Place

Signature

Date

Please attach self-attested Aadhar Card, Driving License and Local Guardian's Aadhar Card along with this form.



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TERMS AND CONDITIONS

These Terms and Conditions are to be read together with the Registration Form. They become binding if and when Maheeta Enterprises LLP, in its sole discretion, accepts the Application for registration pursuant to the Rules of Conduct for Maheeta Enterprises LLP.

The purpose of Maheeta Enterprises LLP is to create a set of independent persons who are given an opportunity to earn their living by selling or distributing or supplying the products and services being marketed by Maheeta Enterprises LLP, earn defined/fixed remuneration for sale or distribution or supply of such product and services, with high potential of earnings based on the bulk/ wholesale quantity of monthly sales done by each of the persons.

1. **Definitions of Emppreneur:**

The Applicant Individual as per the attached registration form is desirous of to be engaged as an independent person for the sale or distribution or supply of products and services as may be marketed by Maheeta Enterprises LLP. As of the effective date of engagement and upon receipt of ordering information and completion of any required formalities, the Emppreneur may, on a non-exclusive basis, within the Territory as may be communicated by Maheeta Enterprises LLP, and otherwise in accordance with the engagement, sell, distribute or supply Maheeta Enterprises LLP Products & Services.

2. **Orientation:**

All such Emppreneur shall have to undergo an orientation session about all aspects of the products being distributed and services of Maheeta Enterprises LLP to enable them to share accurate and complete information of all such products and services with the prospective clients/ customers.

3. **Relationship between the Parties:**

The Applicant hereby agrees that he/she/they has entered into this engagement as an Independent Emppreneur (identified as Emppreneur for sake of brevity) and not in any way as an employee of Maheeta Enterprises LLP. Nothing in the engagement shall establish either an employment relationship as master and servant relationship or any other labour relationship between the Parties or a right for the Emppreneur to act as a procurer, broker, commercial agent, contracting representative or other representative of Maheeta Enterprises LLP. When purchasing and selling Maheeta Enterprises LLP Products, the Emppreneur shall operate as an independent vendor, acting in his/her/their own name, at his/her/their own responsibility and for his/her/their own account.

4. **No Assignment:**

This Emppreneur engagement is on a personal basis, and neither this Contract nor any of the rights or obligations of the Emppreneur arising here under may be assigned or transferred without the prior written consent of Maheeta Enterprises LLP.

5. **Representative(s):**

The Co-Applicant/Authorized Representative(s), if any, acknowledge(s) that Maheeta Enterprises LLP will deal exclusively with the Primary Applicant in respect of all Maheeta Enterprises LLP business matters, and also pay incentives to and in the name of the Primary Applicant/Entity only.

6. **Remuneration:**

The Emppreneur shall earn Contractual fee on the sale or distribution or supply of each product and services as may be defined by Maheeta Enterprises LLP. The fee shall be payable on the last day of the first week in the following calendar month, subject to deduction of applicable taxes. The fee shall be calculated on the amount of payment received from such sale proceeds undertaken by primary Applicant. The fee on any pending payments of sale proceeds shall be payable in the following calendar month of receipt of such payments. Refer Annexure 1 for details which are complimentary to each other.

7. **Payments and Bank Accounts:**

Maheeta Enterprises LLP will make all payments on account of fees, discounts, returns or refunds etc. through bank transfer in favour of the Primary Applicant/Entity only as per the details provided in the Application or as may be updated in writing from time to time duly accepted by Maheeta Enterprises LLP. The bank account must be opened and operated in full compliance with Indian laws and applicable foreign exchange laws prevailing in India issued by RBI from time to time.

8. **Obligations/Code of Conduct:**

- (a) The Entrepreneur of Maheeta Enterprises LLP and other Entrepreneur under each of such Entrepreneur, shall strictly adhere to, inter alia, the Maheeta Enterprises LLP Obligations/Code of Conduct.
- (b) The Entrepreneur shall, throughout the validity of this Contract/Agreement, strictly adhere to all applicable laws, regulations and other legal obligations that affect the operation of his/her/their business.
- (c) The Entrepreneur shall be responsible for obtaining any applicable registration, license, approval or authorization, a copy of which shall be provided to Maheeta Enterprises LLP upon request.
- (d) The Entrepreneur shall engage fully viz., the sole agent/ distributor for the area zone to which he/she / they have been appointed for the products of Maheeta Enterprises LLP.
- (e) The Entrepreneur shall inform any change in mailing address / contact number/ bank account or any other changes in the registration form and submit such changes in writing within Two (2) days of the such change.
- (f) The Entrepreneur shall:
 - I. Always strive to increase sales of all products and services of Maheeta Enterprises LLP
 - II. Provide complete explanation and demonstration as well as description of the nature of products and services being offered for sale, provide details of prices, credit terms, terms of payment, return policies, after-sales service etc.
 - III. Shall be liable for grievances arising out of sale of products, services of the customers under them and shall resolve such complaints with guidance of Maheeta Enterprises LLP;
 - IV. Provide a genuine bill/s and receipt/s to the customer/s and client/s for orders placed
 - V. Shall maintain proper records either manual or electronic of their business dealings with complete details of the products sold, services provided, data of sales generated, details of prices, earnings and agreed payment terms
 - VI. Must submit details of all sales and invoices/proof of receipts and payments for correct accounting purpose
 - VII. Shall always behave in a courteous manner with the prospective customers/ purchasers and shall not display any kind of discourteous behaviour.
- (g) Entrepreneur shall not:
 - I. Sell or distribute or supply any Maheeta Enterprises LLP Products and services for a price exceeding the Maximum Retail Price mentioned on the labels of the Maheeta Enterprises LLP
 - II. Use misleading, deceptive or unfair trade practices for sale of the products and services or recruitment/appointment of sub-prospective Entrepreneur
 - III. Provide any literature and/ or training material, not restricted to collateral issued by Maheeta Enterprises LLP, to a prospective client/ customer which have not been approved by Maheeta Enterprises LLP
 - IV. Require prospective or existing Entrepreneur to purchase any literature or training material or sales demonstration equipment
 - V. Allow or provide for a buy-back or repurchase policy for currently marketable goods or services sold

9. **Duration and Termination of the Contract:**

The contract shall remain valid from the date of signing this and continue to remain in full force unless terminated by either Party with a notice of one month.

The Entrepreneur shall not be entitled and cease to purchase/ sale/ deal with Maheeta Enterprises LLP products or services upon serving the notice.

However, without any prejudice to above, Maheeta Enterprises LLP may terminate this Contract forthwith in case:

- (a) for the breach of any provision hereof including but not limited to non-compliance to Maheeta Enterprises LLP Rules of Conduct; and
- (b) for reasons of inability to sell Maheeta Enterprises LLP products and services as per the guidelines and quantum as discussed and defined from time to time.

10. **Severability:**

This agreement represents the entire understanding between the parties. Any modifications or change or amendment shall be in writing by both the parties.

If any provision of these Terms and Conditions is declared invalid or unenforceable by a competent Court, the remaining provisions shall remain in full force and effect and will governed and binding between the parties for smooth conduct of the business.

The engagement/ contract and all questions of its interpretation shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its principles of conflicts of laws.



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11. **Dispute Settlement:**

The parties shall endeavour to settle any dispute or difference arising out of or in connection with the Contract through mutual discussions within 30 days of such dispute arising. The Entrepreneur agrees that in the event it is not satisfied by any decision of Maheeta Enterprises LLP, or in the event that any issue raised by the Entrepreneur which remained unresolved for a period of more than two months, and/ or during the subsistence of this agreement or upon or after its termination, any issue or dispute that may have regarding the interpretation or operation of the clauses of this arrangement or any issues arising there from shall be referred to Grievance Redressal Committee set up by the LLP or by a sole Arbitrator to be appointed by the LLP in accordance Arbitration and conciliation Act,1996 and the decision/ award of the appointed Arbitrator shall be final binding between the parties.

12. **Limitation on Liability:**

Maheeta Enterprises LLP's liability, whether in contract, or otherwise, arising out of or in connection with this Contract shall not exceed the less of:

- (a) actual damages or loss assessed by the Redressal committee or the Arbitrator or any other dispute resolution mechanism adopted by the Parties, or;
- (b) the total fee earned by the Entrepreneur during the six-month period preceding the date of the dispute.

Signature: _____

Signature: _____

For Maheeta Enterprises LLP

Name: _____

Name: _____

Date: _____

Date: _____

Witness 1:

Witness 1:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Witness 2:

Witness 2:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

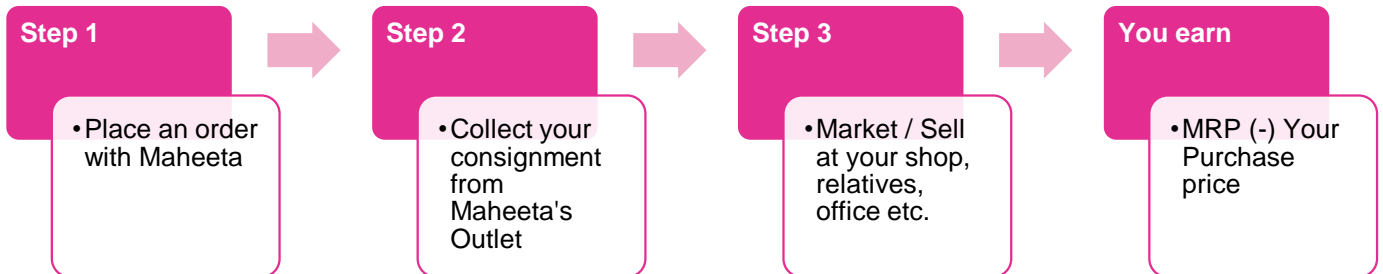
Date: _____



BE AN EMPRENEUR, GET INDEPENDENT, EARN YOUR DREAMS

ANNEXURE 1: EMPRENEUR SALES MODELS

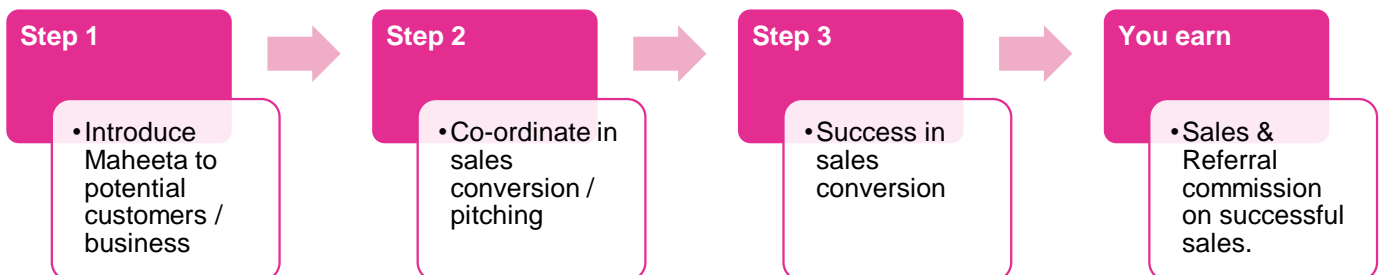
EMPRENEUR MODEL 1



Terms & Conditions for Model 1:

- Credit value limit will be Rs. 3000 per Entrepreneur at any moment in time, can be revised basis sales or distribution or supply history
- Credit period is maximum of 30 days, within which the sales proceeds amount to be deposited with Maheeta
- Next order can be picked up on clearing the credit amount and subject to sales status
- No other costs will be borne by Maheeta LLP, other than the cost of consignment
- Goods can be returned within 3 days of sales / delivery
- Refund in such case will be determined basis the product condition

EMPRENEUR MODEL 2



Fee Chart

Slabs	Level 1 Base Fee	Level 2 Referral Fee	Monthly Invoice Amount
Slab 1	10%	2.00%	Up to Rs. 20,000
Slab 2	12%	2.40%	Rs.20,001 to Rs. 50,000
Slab 3	15%	3.00%	More than Rs.50,000

Terms & Conditions for Model 2:

- Fee will be payable on sales amount exclusive of all applicable taxes and TDS
- Fee will be payable after receipt of payment of sales proceeds
- Fee can be kept on hold on observance of any malpractices
- Payment will be made in the first week of the consequent month
- Goods can be returned within 3 days of sales / delivery
- Refund in such case will be determined basis the product condition

Commission Illustration for Model 2

Sales Records of Mr.A

Date	Item Name	Quantity	Price/Unit	GST @18%	Amount (A x B)	Sales less GST (D-C)		Commission @ 10% on E	TDS @ 10% on F	Net Commission (F-G)	Grand Total Commission (H+P)
						D	E				
02/11/2020	CleaniGuard Multipurpose Cleaner 5L	13	₹ 507.63	₹ 1,187.85	₹ 6,599.19	₹ 5,411.34					
03/11/2020	CleaniGuard Multipurpose Cleaner 50	20	₹ 134.75	₹ 485.10	₹ 2,695.00	₹ 2,209.90					
03/11/2020	CleaniGuard Liquid Cleanser 5L	25	₹ 296.61	₹ 1,334.75	₹ 7,415.25	₹ 6,080.51					
03/11/2020	SafetyGuard Disinfectant Spray 500ml	30	₹ 261.86	₹ 1,414.04	₹ 7,855.80	₹ 6,441.76					
Total					₹ 24,565.24	₹ 20,143.50		₹ 2,014.35	₹ 201.43	₹ 1,812.91	

Sales records of Mr. B referred by Mr.A

Date	Item Name	Quantity	Price/Unit	GST @18%	Amount (I x J)	Sales less GST (L-K)		Commission @ 2% on M	TDS @ 10% on N	Net Commission (N-O)	Grand Total Commission (H+P)
						L	M				
04/11/2020	CleaniGuard Multipurpose Cleaner 50	4	₹ 134.75	₹ 97.02	₹ 539.00	₹ 441.98					
04/11/2020	SafetyGuard Disinfectant Spray 500ml	10	₹ 261.86	₹ 471.35	₹ 2,618.60	₹ 2,147.25					
05/11/2020	CleaniGuard Multipurpose Degreaser	55	₹ 931.36	₹ 9,220.46	₹ 51,224.80	₹ 42,004.34					
06/11/2020	CleaniGuard Multipurpose Cleaner 5L	20	₹ 507.63	₹ 1,827.47	₹ 10,152.60	₹ 8,325.13					
07/11/2020	CleaniGuard Multipurpose Cleaner 50	25	₹ 134.75	₹ 606.38	₹ 3,368.75	₹ 2,762.38					
07/11/2020	SafetyGuard Disinfectant Spray 500ml	45	₹ 261.86	₹ 2,121.07	₹ 11,783.70	₹ 9,662.63					
07/11/2020	CleaniGuard Multipurpose Cleaner 50	5	₹ 134.75	₹ 121.28	₹ 673.75	₹ 552.48					
Total					₹ 80,361.20	₹ 65,896.18		₹ 1,317.92	₹ 131.79	₹ 1,186.13	₹ 2,999.05