

# GASPRA BUSINESS SOLUTIONS PVT LTD

18/2(1), II<sup>nd</sup> Floor, Ethikkal Tower, Fort Maidan East,  
Near Dist. Hospital, Palakkad, Kerala, India - 678 001



**GASPRA**  
BUSINESS SOLUTIONS PVT LTD  
Your Reliable Business Partner

## APPLICATION / AGREEMENT FORM

Photo  
3.5 X 4.5cm  
Passport size

Name:\*

Father / Husband Name:\*

Date of Birth:\*

Address:\*

District:\*

Pincode:\*

Mobile:\*

WhatsApp:

Email:\*

Sex:\* Male  Female  Transgender  If Firm:\* Company  Society  Associate

### Applicant's Bank Account Details

Name of Account Holder:\*

Name of Bank:\*

Branch:\*

IFSC Code:\*

A/C No:\*

Pan No:\*

Others

### Nomine Details:

Name:\*

Relationship:\*

### Sponsor Details:

Sponsor Name:\*

Sponsor ID:\*

By signing below I acknowledge that I have read the Terms & Conditions and that I voluntarily agree of my own free fill, to be bounded by them. I certify that the information provided here in correct to the best of my knowledge.

\* Starred marked fields are mandatory to be filled by the Distributor

Name of the Applicant \_\_\_\_\_

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

### FOR OFFICE USE ONLY

Checked by: \_\_\_\_\_

Approved by: \_\_\_\_\_

## AGREEMENT OF TERMS AND CONDITIONS FOR THE INDEPENDENT DISTRIBUTOR

It is the responsibility of each Independent Distributor(s) to read, understand, adhere to the terms and conditions of GASPRA BUSINESS SOLUTIONS PVT LTD ("GASPRA") and ensure that he/she is aware of and operating under the most current version of these Policies and Procedures. Read the following terms of Service (the "terms and conditions" or the "agreement") carefully; it is a legal binding agreement. By ticking the "I Accept terms & Conditions" and I heard & understood in my own language in the Official website www.gaspra.in, you agree to be legally bound by the terms and conditions of this agreement while becoming a GASPRA Independent distributor. Or you may fill the registration form /read, understand, sign, scan and send to the company email address info@gaspra.in

**ACCESS TO THE SERVICES:** Note that this is a business/commercial site and can be accessed only by a valid account holder. Your access and use of the Site is subject to the following terms and conditions ("Website Terms and Conditions") and all applicable laws. GASPRA is offering the Service solely for use by the person or entity in whose name an account is registered through the Site (the "registration" or "you") and not for the use or benefit of any third party. GASPRA reserves the right, at its discretion, to modify this Agreement at any time by posting a notice on the Site, or by sending Subscriber a notice via e-mail, and you consent to receipt of such notice. If you do not agree to adhere to the Policies and Procedures listed in this document or any of the terms of the Independent Distributor Agreement, please do not execute the application and/or execute the Independent Distributor Agreement.

**MODIFICATION TO SERVICE:** Any new Government rules and regulations in the future shall be adopted and changes done accordingly. GASPRA BUSINESS SOLUTIONS PVT LTD reserves the right at any time or periodically to modify or amend, temporarily or permanently, the Service (or any part thereof) with or without notice. Such notice may be provided at any time by posting the changes to the GASPRA Web Site (www.gaspra.in) or the Service itself. GASPRA shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

**LEGAL TERMS:** You must be 18 years or elder to register and be an independent Distributor in GASPRA BUSINESS SOLUTIONS PVT LTD ("GASPRA"). You are responsible for maintaining the security of your account and password. GASPRA cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You must provide your full legal name, full bank address, Pan Card copy a valid e-mail address, working mobile number and any other information requested in order to complete the signup process When you are signing up for the Service.

**WARRANTY DISCLAIMER:** The warranty status of the product will be mentioned as applicable in the site for easy reference.

### BECOMING AN INDEPENDENT DISTRIBUTOR(S)

**UNIQUE IDENTITY:** A unique membership number will be allotted each Independent Distributor(s). This will be the Distributor(s) ID. Whenever the Independent Distributor(s) call the GASPRA Distributor(s) Services departments/Stock Point(s) to place orders, track payouts or for any other communication with GASPRA they must use their Distributor(s) ID. An Identity Card will be issued an active Independent Distributor(s) after he/she receives his first Sales bonus and Rs. 50/- (Rupees fifty only) shall be deducted as a fee in this regard. If a Distributor(s) membership card is lost, broken or misplaced, a written letter along with a nominal fee of Rs.200 /-(Rupees Two Hundred Only) must be submitted in GASPRA for reissue of the card and such card will be reissued within fifteen (15) days from the date of receipt of such request along with the prescribed fee.

**BENEFITS OF INDEPENDENT DISTRIBUTOR(S):** Once GASPRA accepts an Independent Distributor(s) Application and Agreement, the benefits of the Business Plan and the Independent Distributor(s) Agreement are available to the new Independent Distributor(s). These benefits are as follows: To purchase GASPRA products at the prescribed MRP. Independent Distributor(s) may retail GASPRA products and earn retail profit from these sales, subject to the terms and conditions of these Policies and Procedures. Participate in promotional and incentive contests and programs sponsored by GASPRA for its Independent Distributor(s).

**PRODUCT PURCHASE, PAYMENT AND SHIPPING:** Any distributor or an associate who wish to buy a Product from GASPRA must have a valid bank account and they themselves pay the money to the Company account through bank to the below given Bank address. Once paid the money, they have to notify the details of the deposits to the company. Any associates/ Leaders are not allowed to handle cash / money from any other person(s) for associating him/her/ them into the company. You must understand that GASPRA is not a manufacturer, we supply /sell the manufacturers product directly to the customer through courier / through Stock Points or Franchisee. (By hand option also available where our offices are located). Product will be delivered to the customer by courier within 10 to 15 Working Days. Customers can Track the Courier id and details from their own login page.

**CREDIT CARDS:** GASPRA accepts VISA, MasterCard, and American Express. In the event that the charge is declined, the order will not be accepted. Using someone else's credit card without their express, written permission is prohibited and may be grounds for involuntarily cancellation of a Distributor(s) ship and termination of the Independent Distributor(s) Agreement.

### CUSTOMER REFUND POLICY

**REFUND POLICY:** GASPRA is a Company who is providing full support to our customers for receiving quality products. Retail customers are guaranteed 100% product satisfaction within 30 days from the date of purchase of the product. If the product is having manufacturing defect, it can be returned within 15 working days from the date of receipt. You can return the product to us within 30 days of delivery if you are not satisfied. The Company shall pay all the money back within 10 working days after deducting the courier charge and service charge. Service tax, shipping charges and sales tax paid on the original order cannot be reimbursed. GASPRA will deduct the amount of commissions or any other earnings, benefits paid on the returned products from the appropriate distributors as and when required. All physical products must be packed in the original, unmarked packaging including any accessories, manuals and documentation with sender's identity and invoice. GASPRA will have the right to reject repetitive product returns.

**HOW TO REQUEST A REFUND?:** You can do the following at any time by contacting us via the email address or phone number given on our website: Ask your upper line leaders to make arrangements for a return. Contact via email and customer care number to notify the company for the product issue. The company will assist you and guide you to replace/cancel your orders quickly.

**COMPANY CONTACTS:** Regarding any product issues, the company and the customer shall communicate only through the official company email and Telephone.

**CUSTOMER GRIEVANCE CELL:** 8089776655 (Office), Email Address: info@gaspra.in

**SALES BONUS:** 2 time's Weekly sales bonus distribution according to the Sales Volume only. Friday Sales closing and payment transfer before Tuesday of the following week. In case of bank holidays the payment shall be made available on the next working day. 5 % TDS and 5 % facilitation charges deducted from all pay-out. Rs.25/- (Rupees Twenty Five Only) monthly deducted from all pay outs for the SMS Charges. If any pay-out exceeds 60 % of the total turnover of the particular sales closing day, the company shall apply trimming.

**RESPONSIBILITIES OF GASPRA DISTRIBUTOR:** Any Independent Distributor(s) who sponsors another Independent Distributor(s) into GASPRA must train the new Independent Distributor(s) in product knowledge, effective sales techniques, the Business Plan, and the Policies and Procedures. Independent Distributor(s) must also supervise and monitor Independent Distributor(s) in their Down line Organization to ensure they conduct business professionally and ethically, promote sales properly, and provide quality customer service. As an Independent Distributor(s) progresses through the various Levels of leadership, his/her responsibilities to train and motivate down line Independent Distributor(s) will increase.

**REPORTING VIOLATIONS AND REWARD PROGRAMME:** A cash reward has been set for the Independent Distributor(s) who report the observed violations with solid evidence of GASPRA Terms and Policy by any other distributor or any person.

**SALES REQUIREMENTS:** It is strictly instructed that Independent Distributor(s) shall sell GASPRA Products at the maximum retail price (MRP) mentioned on the product label. GASPRA prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses, or advancement in the Business Plan. Independent Distributor(s) may not purchase more than they can reasonably resell or consume in any four-week rolling period, nor encourage others to do so. Each Independent Distributor(s) must make his/her own decision with regard to these matters.

**GRIEVANCES AND COMPLAINTS:** GASPRA will work to respond to all requests within 7 working days. You are requested to contact via consumer care number or email of the company. There is neither fee nor commission for enrolment. If anyone would like to buy a Product from GASPRA they have to make the payment directly to the Company bank account. (Cash deposits better be avoided). Register the details into the company website and shall receive an SMS with Pin Number within a day or two. If the person did not receive the SMS within 5 working days, the person have the responsibility to notify the company through customer care number or company email. If an Independent Distributor(s) has a grievance or complaint with another Independent Distributor(s) regarding any practice or conduct in relationship to their respective GASPRA businesses, the complaining Independent Distributor(s) should first discuss the problem with the other Independent Distributor(s). If this does not resolve the problem, the complaining Independent Distributor(s) should report the problem to his/her up line Leader to resolve the issue at their level. If the matter cannot be resolved within thirty (30) days from the date on which it must be reported to the up line Diamond Leader, it must be reported in writing to the GASPRA Compliance Department. The Compliance Department will review the complaint and make a final decision.

**COMPLIANCE DEPARTMENT REVIEW:** GASPRA Compliance Department will investigate the matter upon receipt of a written complaint, review the applicable policies, and render a decision on how the dispute shall be resolved. The Compliance Department may also issue disciplinary actions consistent with the provisions of Section 16 Subject to applicable law, GASPRA Compliance Department's decision shall be final and binding on the Independent Distributors to the dispute.

**MISLEADING PRACTICES:** Being honest and thorough in presenting material from the GASPRA Business Plan to all potential Independent Distributor(s). It is instructed that the distributor should successfully complete training from govt agency (GIFT or any authorized agency). Making clear that income from the GASPRA Business Plan is based on product sales to get the Retail income and by sponsoring new member(s) to get the binary income. Representing that past earnings in a given set of circumstances do not necessarily reflect future earnings. Not misrepresenting the amount of expenditure that an average Independent Distributor(s) might incur in carrying on the business. Not misrepresenting the amount of time an average Independent Distributor(s) would have to devote to the business to achieve the profit estimated, and not stating that profits or earnings are guaranteed for any individual Independent Distributor(s). GASPRA Independent Distributor(s) may not make claims or representations that GASPRA products have therapeutic or curative properties except those contained in Official GASPRA Material. In particular, no Independent Distributor(s) may make any claim or representation that GASPRA products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Such claims and representations will be considered as violation of the Independent Distributor(s) Agreement.

**PARTNERSHIP INDEPENDENT STATUS:** GASPRA reserves the right to approve or disapprove any Independent Distributor Application and Agreement submitted by an Entity, as well as any Independent Distributor. It is the responsibility of those persons involved in the Entity to conform to the laws of the state in which their Entity is formed. GASPRA cannot divide a Down line Organization, nor can it divide the payout check between the joint owners unless otherwise agreed to in writing by GASPRA. In case of death or unexpected event the ID shall be transferred to a family member. Children's below 18 yrs. are not eligible for taking the distributorship. If a jointly owned Distributor(s) ship is dissolved, the primary applicant/member of the joint owners may continue to operate the Distributor(s) ship, but the other joint owner(s) must relinquish his/her rights to, and interests in, the Distributor(s) ship.

**TRANSFER OF DISTRIBUTOR(S) SHIP:** Assigned Unique Number ids are non-transferable unless a duly signed request letter by transferor & receiver and attested by their Diamond Leader is sent to the company for our perusal and approval. Minimum it will take one week to transfer any sites. Distributors are not allowed to work or get associated with any other distributor or Company directly or indirectly without the concern and approval from the Company. If found, the Company has the full rights to terminate the same distributorship without notice. If an active distributor wants to change his position, he has to be standby for 6 month with an approval from the Company. The transferring Independent Distributor(s) must be in good standing and not in violation of any of the terms of the Independent Distributor(s) Agreement or Policies and Procedures, to transfer his/her Distributor(s) ship. GASPRA will not approve the transfer of a Distributor(s) ship to any individual or Entity that is a current Independent Distributor(s) or who has an ownership interest in any Distributor(s) ship. Similarly, GASPRA will not approve the transfer of a Distributor(s) ship to any individual or Entity that has previously had any ownership interest in, or operated, a GASPRA Distributor(s) ship. The No objection certificate (NOC) from the Sponsor must be submitted. Remit Rs. 500/- (Five Hundred Only) in favor of GASPRA towards the transfer processing fee.

**TAXES:** The distributor operating a business is required to obtain a Permanent Account Number (PAN) from the income Tax Department when their earnings become taxable under the Indian income Tax Act. Please consult your tax advisor for rules and details as Tax laws will change from time to time. It is mandatory for all Independent Distributor(s) to provide their PAN number details. Currently, TDS deduction of 5% is applicable for those who provide PAN details and 20% deduction for those who do not provide the PAN number details as per the Income Tax Act. 5 % Deducted TDS shall be paid to the Government periodically. GASPRA will collect and remit sales taxes on behalf of Independent Distributor(s) at the maximum retail price according to applicable tax rates to which the shipment is destined

**INTELLECTUAL PROPERTY RIGHTS:** An Independent Distributor is prohibited to use the GASPRA trademark or trade name or corporate logo to promote their independent business without the prior written approval from GASPRA. Independent Distributor may not record, reproduce, or copy any presentation, or materials from any GASPRA corporate function or event, or speech by any GASPRA spokesperson, representative, speaker, officer, director, or other Independent Distributor or any Official GASPRA Material. If any Independent Distributor participates in other Direct Selling ventures, they may not allow participating in any official program conducted by GASPRA. Independent Distributor(s) must avoid all misleading, illegal, unethical, or immoral conduct or practices in their marketing and promotion of GASPRA - the GASPRA opportunity, the Business Plan, and the products.

**DISCIPLINARY ACTIONS:** Violation of any of the terms and conditions of the Independent Distributor(s) Agreement or these Policies and Procedures, or any illegal, fraudulent, deceptive, or unethical business conduct by an Independent Distributor(s), may result, at GASPRA's discretion, in one or more of the following actions: Withdrawal or denial of an award or recognition, or restricting participation in GASPRA-sponsored events for a specified period of time or until the Independent Distributor(s) satisfies certain specified conditions; Withholding commissions or pay-outs for a specified period of time or until the Independent Distributor(s) satisfies certain specified conditions; Suspension of certain privileges of Distributor(s)ship, including but not limited to placing a product order, participating in GASPRA programs, progressing in the Business Plan, or participating as a Sponsor, for a specified period of time or until the Independent Distributor(s) satisfies certain specified conditions or any other right or privilege; Imposing fair and reasonable fines or other penalties in proportion to actual damages incurred by GASPRA and as permitted by law, and/or Terminating the Distributor(s) ship by terminating the Independent Distributor Agreement. GASPRA BUSINESS SOLUTIONS PVT LTD reserve the right to cancel membership (id/account) of the relevant Member if it is not satisfied that a member meets the terms and conditions or if the Member engages in any misconduct, misuse, fraud or abuses of the Company's Business Plan, Benefits and Awards... Once Membership is terminated, all benefits and privileges shall cease forthwith

**CANCELLATION:** You are solely responsible for properly cancelling your account. An email to info@gaspra.in for your verified registered email id will be used to cancel your account. Account information cannot be recovered once your account is cancelled. If you cancel your Service you will receive a product worth of unused portion of the amount. Cancel your product and refund the money only once we receive the return courier of the product

**DOWN LINE REPORTS:** The Independent Distributor(s) acknowledges and agrees that the Down line Organization Reports are being provided to the Independent Distributor(s) subject to this agreement of confidentiality and nondisclosure and in the event of non-compliance with these requirements; GASPRA will take severe action which may even lead to termination and shall not provide access to Down line Organization Reports to the Independent Distributor(s).

**GENERAL CONDITIONS:** Technical support is only available via email / customer care number. While GASPRA will work to respond to all requests within 7 working days. You must understand that GASPRA is not a manufacturer, we supply / sell the manufacturers product directly to the customer through courier. There is no fee or no commission for enrolment. GASPRA is not issuing share or not accepting any sort of investments from any person GASPRA's plan is designed according to the sales volume and thus we provide Retail Bonus, Team Bonus, royalty bonus. Rewards and Performance Based incentives for the Online shop Customers, those who fulfill GASPRA conditions

**ADVISORY BOARD:** 1. A distributor who passes through Pearl, Sapphire, Emerald and Diamond Ranks are only eligible to become the member of Advisory Board. Partnership id Only One person shall qualify and it must be on 51 % or more Stake Holder. 2. Any person who makes unwanted issues or develop team of persons inside the Advisory shall be suspended immediately from the board. 3. The Purpose of this Board is for improvement and betterment, thus we all expect an open and Quality discussions. 4. Advisory meeting shall be held on the 1st day of every Month. 5. GASPRA do not Promote Blame culture and thus we do not encourage or support the same

**SECURITY:** When you submit sensitive information via website, your information is protected both online and offline. We take precautions to protect your information. Wherever you collect sensitive information (such as credit card data / PAN Card / any matter regarding with the company), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a "phone" icon at the bottom of your web browser. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment. While we use encryption to protect sensitive information transmitted online, we also protect your information offline.

**RESOLUTION OF DISPUTES:** Any disputes arising out of the use of the Service shall be governed by the laws of India, without regard to any conflict of law principles, and any proceedings shall solely be brought in the Court located in Kerala. You consent to the exclusive jurisdiction of and venue in such courts. You also acknowledge and agree that the venue provided for herein is the most convenient forum for both you and GASPRA and waive any objection to jurisdiction and/or venue and any objection based on a more convenient forum in any action between, you and GASPRA (and /or its officers, directors, employees, members and agents) and/or otherwise in connection with the Service.

**TERMS DESCRIPTION:** Company - The term "GASPRA" refers to GASPRA Business Solutions PVT. Ltd. As the "Company" as it is used throughout these terms, Conditions and Policies Procedures document. Legal Binding - Any person who registered through GASPRA Website and accepted by GASPRA shall be legally bonded. They themselves accepted the company Terms, Conditions, Policy and Procedures and the Business plan. Independent Distributor(s) - An Independent Distributor(s) who satisfies the minimum Purchase requirement and agree to work with GASPRA by accepting GASPRA Terms, Conditions, Policy and Procedures and the Business plan. Active Independent Distributor(s) - An Independent Distributor(s) who Purchase and Sales Products and Earn Business Bonus from GASPRA and satisfies the GASPRA Terms, Conditions, Policy and Procedures and the Business plan. Unique Number - One identification Number for one accepted application. MRP - Maximum Retail Price sold by the products. TDS - Tax Deducted at Source will be applicable on Commissions earned as per the Income Tax rules. PAN CARD - Permanent Account Number (PAN) a card from the Income Tax Department, for filing the taxes.

**SMS CHARGES:** Cost for the Monthly mobile Messages. Violation - Any wrong and Negative promotions against the company Bonus - Additional Income given to the distributor for achievement of Goals or Targets set by the company, Performance Linked incentives: For the Profit club distributors, an income provided from the future online Shoppe profit after fulfilling the specified conditions and performance. This is purely based on the performance set by the company. Sponsor - An Independent Distributor(s) who brings another individual. Down line Distributor - An Independent Distributor(s) who work under a sponsor is called down line Distributor(s). Cancellation - A distributor who cancel his distributorship by himself. Termination - An act from the Company to cancel a distributorship(s) for non-acceptance or non-compliance of GASPRA Terms, Conditions, Policy and Procedures and the Business plan. Independent Distributor(s) Agreement - To become an Independent Distributor(s), a person must accept and full fill the GASPRA Terms, Conditions, Policy and Procedures in the prescribed format.

**DECLARATION:** I have understood all the terms and conditions in my own regional language. Both from this application form and the website. I accepted all the terms and conditions

Place \_\_\_\_\_  
Date \_\_\_\_\_ Signature of the Applicant \_\_\_\_\_