



## Distributor Form

Shree Plan Your Journey Pvt. Ltd.  
206, Raheja Centre, 2<sup>nd</sup> Floor, Free Press Journal Marg, Nariman Point, Mumbai 400021  
+91 22 30447400 • admin@planyourjourney.com  
www.planyourjourney.com

Name of the Outlet: \_\_\_\_\_

Address of the Outlet: \_\_\_\_\_

City Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_ Pin Code: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Landmark 1): \_\_\_\_\_ Landmark 2): \_\_\_\_\_

### Postal Code Near Business Address:

State: \_\_\_\_\_ Country: \_\_\_\_\_

### Type of Organization:

Individual  Proprietorship  Partnership  Pvt. Ltd.  Others

### Details of the Partners / Directors / Proprietors:

Name: \_\_\_\_\_

Permanent / Contact Address: \_\_\_\_\_

Landmark: \_\_\_\_\_ Block / Tehsil: \_\_\_\_\_ City / Village: \_\_\_\_\_

District: \_\_\_\_\_ Postal Code: \_\_\_\_\_ State: \_\_\_\_\_ Registered Mobile No.: \_\_\_\_\_

Country: \_\_\_\_\_ Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Anniversary Date: \_\_\_\_\_

### Business Information:

Nature of Current Business: \_\_\_\_\_

### Establishment Details:

Area in Sq. Ft.: \_\_\_\_\_ Owned  Rented

Landmark: \_\_\_\_\_

How Many Feet Road: \_\_\_\_\_

### Financial Information:

Current Business Annual Turnover: Rs. in Lakhs: \_\_\_\_\_ Bank Name: \_\_\_\_\_

Branch: \_\_\_\_\_ Type of A/c: \_\_\_\_\_ A/c No.: \_\_\_\_\_

PAN No.: \_\_\_\_\_ GSTIN: \_\_\_\_\_ TAN: \_\_\_\_\_

### Payment Information:

No.: \_\_\_\_\_

Amount: (In words) \_\_\_\_\_

Security Deposit: \_\_\_\_\_

Bank DD No.: \_\_\_\_\_

Date: \_\_\_\_\_ Bank: \_\_\_\_\_

Branch / Post Office: \_\_\_\_\_

### Address Proof & Photographs: (Please tick the application category):

1. Two photographs

2. Proof of installation address (Photocopy)

Telephone Bill

Rental Agreement

Latest IT Returns

Ration Card

Voter ID Card



This agreement ("Agreement") made at Mumbai, on the date mentioned in the application attached to this Agreement ("Effective Date") between:

“Distributor/ Stockist” whose name and address are mentioned in the application attached to this Agreement, hereinafter referred to as the “Distributor”, which expression shall, unless repugnant to or inconsistent with the context, shall mean and include its successors and assigns, heirs, nominees, administrators, executors, on first part;

AND

**Shree Plan Your Journey Pvt. Ltd**, a company registered under the Companies Act 1956 (Now Companies Act 2013) , having its Correspondence Office at 206, **Raheja Centre, Free press journal marg, Nariman point, Mumbai – 400021, Maharashtra, India**, hereinafter referred to as the “SPYJ”, which expression shall, unless repugnant to or inconsistent with the context, shall mean and include its successors and assigns, on the other part.

Hereinafter the above parties together are collectively referred to as “Parties” and individually as a “Party”. This Agreement between SPYJ and Distributor is deemed to be executed on the date the Distributor in the application attached herewith and in token of accepting the terms and conditions contained herein.

Whereas Distributor is desirous of associating with SPYJ for procuring, obtaining, stocking, merchandising, distributing, selling, promoting, advertising, marketing, providing SPYJ’s products/services hereinafter referred as (“Products/Services”) to customers/subscribers and that SPYJ is agreeable for such an association subject to the covenants as set out hereunder. Now the Parties have agreed as follows:

#### APPOINTMENT:

1. This Agreement comes into force on the Effective Date mentioned in the Distributor Application and shall remain current till terminated by either Party as per provisions contained herein.
2. SPYJ hereby appoints the party of first part as its Stockist on a non-exclusive and non-transferable basis for SPYJ in the territory of ----- from ----- basis on the terms and conditions as set out in this agreement and on payment of Rs. ----- towards registration and setup fees of Stockist Control Panel which shall be non-refundable.
3. The commission / discounts structures shall vary from time to time based on what the suppliers and the other principals decide and the same shall be intimated either by way of email or through the terminal dash boards and the Stockist control panel regularly.



4. In providing the Products/Services, the Distributor shall ensure that it complies with all applicable laws and regulations including, but not limited to, laws, rules and regulations regarding privacy and protection of data, record keeping, suspicious transaction reporting etc.
5. Any taxes charges impositions or levies imposed on the Products/Services on or on Distributor hereunder (including without limitation, income taxes, GST Tax, withholding taxes or any other taxes etc.) shall be paid by the Distributor and not by the Subscriber/Customer or SPYJ in any manner whatsoever. We will be paying commission/discount/incentives net amount only and GST taxes and all other taxes will be client's/agent's/distributor responsibility and not SPYJ.
6. Distributor shall at all times hold all the licenses and permits required to provide the Product/Services.
7. Under no circumstances shall the Distributor impose any fees or charges in any manner whatsoever, on any Retail Agent / Customer under the distributor other than approved by SPYJ. In the event any Agent / Customer complain and SPYJ finds the Distributor contravening the aforesaid, it shall impose a penalty on the Distributor of R.50,000/- and terminate this agreement besides taking any other legal action it may consider fit. The decision of SPYJ shall be final and binding on the Distributor.
8. Distributor shall not make any representation regarding the Products/Services which is inconsistent with the representation approved by SPYJ from time to time as published on its website **[www.planyourjourney.com](http://www.planyourjourney.com)**
9. SPYJ its authorized representatives or statutory agencies may at any time visit Distributor's Location for the purpose of inspecting and/or auditing the Distributor's compliance with the terms and conditions of this Agreement, including but not limited to, the Distributor's compliance of the laws, regulations and policies, and that Distributor agrees to extend all reasonable and necessary assistance to SPYJ and any statutory agencies.
10. Distributor shall retain all documents and records relating to each transaction conducted by him for a period of not less than Three (3) Years and produce the same to SPYJ on demand without demur, contest or protest.
11. Distributor irrevocably authorizes SPYJ to include the Distributor's name in any catalogue, directory or any other promotional material including its website as may be prepared or produced by SPYJ.
12. Distributor is responsible for abiding to the price strategy designed and provided by SPYJ, and shall not, without the consent of SPYJ, increase the sale prices / margins.
13. Distributor shall ensure the display all marketing material prominently at all Retail outlets under the Distributor.
14. Distributor shall make all the payments in advance to SPYJ and ensure sufficient credit limit available to all Retail Agents under the Distributor. He shall take responsibility for all transactions done through its control panel.
15. Upon intimation by SPYJ, the Distributor shall cease advertising or engaging in any other form of promotion which in the opinion of SPYJ, in their absolute discretion will jeopardize SPYJ's business interests.



16. Distributor shall not during the Term of this Agreement act as an agent, distributor, dealer, franchisee or representative (by whatever name called) of any other party, other than the SPYJ, which having business similar to that of SPYJ and/or providing Products/Services similar to that being provided by SPY Distributor agrees that the decision whether a business / Products/Services is similar to that of SPYJ rests with SPYJ only.
17. Distributor agrees on its own behalf, and on the behalf of its affiliates, Retailers, subsidiaries, employees, officers and directors/partners, that neither it nor they will, during the Term of this Agreement and for One (1) Year after its expiration or termination to act as an agent, distributor, dealer, franchisee or representative (by whatever name called), or represent or operate as principal, another service or any business which would involve the Distributor, its affiliates, subsidiaries, employees, officers or directors/partners engaging in activities which are inconsistent with the obligations to SPYJ under this Agreement or would tend to cause public confusion.
18. The relation of SPYJ with Distributor is non-exclusive and that the Distributor is an independent contractor. Nothing contained in this Agreement shall establish an employment relationship, or other labor relationship between the Distributor (including its employees) and SPYJ and nothing shall establish the Distributor position as a procurer, broker, mandatory, commercial agent, contracting representative, or other representative of SPYJ. When providing the Products/Services, the Distributor shall act as an independent vendor/contractor, acting in his/her own name, at his/her own responsibility, and for his/her own account. Further that the Distributor is not an employee or agent of SPYJ, nor a partnership, joint venture, or collaboration created between the Distributor and SPYJ. Distributor is not authorized to incur any debt or other obligation of commitment in any manner whatsoever on behalf of SPYJ.
19. That Distributor shall give all such information on such forms and formats or otherwise as may be desired by SPYJ, from time to time. Further, the Distributor agrees to supply without restriction, demur or protest, access to his records referred in the Agreement to SPYJ for the purpose of inspection, audit and review of the same. Furthermore, the Distributor acknowledges and agrees that the records referred in this Agreement shall remain at all times the property of SPYJ, and that the Distributor shall hold the same as trustee of SPYJ.
20. The Distributor represents and warrants that it will not collect, retain, process or otherwise handle any personal data or information in respect of Retail Agent without the prior written consent of SPYJ, except for the purposes of this Agreement.
21. Distributor shall co-operate fully with the SPYJ in implementing all procedures required for the protection of Retail Agent privacy and confidentiality.
22. The party of the first part agrees to become a Distributor and ensure that all Retail Agents under this Distributorship become partners of SPYJ's principals/ Partners for Domestic Money Remittance and Rail e-Ticketing and automatically agree to be a signatory to their application form, terms and conditions and abide by them. Information may be shared with principals/partners of SPYJ for the purpose of KYC as well as filing up of SPYJ's principals/partners application forms.
23. Distributor hereby assumes all risks and losses arising from or in connection with offering the Services, including, but not limited to, theft, forgery, manipulation, fraud, interpolation, robbery and damage, destruction, loss or disappearance to, or of, any property.
24. Distributor acknowledges and agrees that all trade names, trademarks, service marks, copyright and other property rights of SPYJ will remain the exclusive property of SPYJ. Distributor shall not assert any claim in respect of any such property rights, in any manner whatsoever, during the Term of this Agreement or its expiry thereafter.



25. This Agreement shall come into force on the Effective Date and shall remain in full force and effect until terminated by either Party by giving a prior written notice of Thirty (30) Days. This Agreement may be terminated by SPYJ forthwith if the Distributor commits any breach of the terms of this Agreement.
26. SPYJ may, at its own discretion, terminate this Agreement forthwith and without notice and/or compensation if:
  - i. Distributor commits breach of any of the terms and conditions mentioned in this Agreement.
  - ii. Distributor acts in a manner by which the interests of SPYJ are prejudiced/jeopardized.
  - iii. Distributor performance is found unsatisfactory and fails to provide Services to the Retail Agent associated with him as stipulated by SPYJ from time to time as published on its website **www.planyourjourney.com**
  - iv. Distributor goes into liquidation, insolvency, whether voluntary or compulsory or under the provisions of any enactment of statute or, enter into to a compromise with his creditors.
  - v. Distributor contravenes provisions of any statutory compliance / provision(s) of law(s).
  - vi. Distributor's any of the representations or warranties contained in this Agreement are proved to have been incorrect or false at the time they were made; or
  - vii. the Distributor fails to observe or perform any of its obligations under the terms of this Agreement, which failure is not remedied within Thirty (30) Days after the Distributor has been given written notice by SPYJ.
27. Any termination shall not affect any liabilities incurred prior to the termination nor any provision expressed to survive or to be effective on termination and (but without prejudice to the foregoing) the sections of this Agreement including this section, shall remain in full force and effect notwithstanding termination.
28. SPYJ has the right to terminate this Agreement with less than Thirty (30) Days' notice to Distributor upon any change in control or ownership of Distributor or upon the commencement against Distributor of any proceedings relating to bankruptcy, insolvency, liquidation or similar proceedings.
29. Following Termination, the Distributor shall:
  - a. promptly, within Seven (7) Days, render a full accounting to the SPYJ with respect to the Products/Services and shall remain absolutely liable for all amounts, fees and other charges in accordance with this Agreement;
  - b. immediately remit to SPYJ all amounts, fees, charges including foreign exchange gains owed to SPYJ in respect of the Product/Services, including any amounts remaining unpaid;
  - c. immediately remove or permit SPYJ to remove all signs, displays or other materials containing SPYJ name or logo and shall immediately cease to hold itself out as providing Services;
  - d. refer all inquiries regarding the Products/Services to SPYJ and shall at no time refer any such inquiry to a person offering a system in any way similar to the Services; and
  - e. ensure that it complies with all obligations contained in this Agreement which are intended to continue in existence after Termination including, but not limited to, the obligations contained in this Agreement.



30. Distributor agrees not to give/part with the Products/Services, payments or cash on any account whatsoever to any SPYJ employee (including sales staff in the field) and if the Distributor acts contrary then SPYJ shall not be responsible for the consequences in any manner whatsoever.
31. Distributor fully understands and agrees that it shall only act on as per the written communication by authorized signatory of SPYJ and not on any communication issued by SPYJ sales staff in the field.
32. Distributor agrees that SPYJ reserves the right to withdraw any or all Products/Services without any prior notice and or assigning any reasons thereof. No compensation in this respect will be payable by SPYJ to the Distributor.
33. Distributor agrees that SPYJ reserves the right to alter and/or delete any of the terms and conditions contained herein, should that be warranted in the (interest of business) without prior notice and the Distributor agrees to accept such amendments without contest/protest or demur.
34. Distributor agrees that SPYJ reserves the right to refuse claims submitted by the distributor which do not conform to the terms and conditions of the incentives/ schemes / contests / discounts / activity notified in writing by SPYJ from time to time. In any case, no claim shall be entertained if the same is submitted with in One (1) month from the date the claim arose.
35. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its attorney's, fees, court costs and other collection expenses, in addition to any other relief it may receive. If either Party fails to perform its obligations under any provision of this Agreement or the other Party does not enforce such provision, failure to enforce on that occasion shall not prevent enforcement on later occasions.
36. Any change in the constitution of the Distributor, for example but not limited to a proprietorship becoming a partnership OR a partnership becoming a company OR a proprietorship becoming a company OR a private limited company becoming a public limited company OR a public limited company becoming a private limited company OR amalgamation / merger / acquisition thereof or change in constitution in any manner whatsoever, the Distributor shall have to get approval from SPYJ.
37. It is agreed by the Parties that any other agreement(s) / understanding(s) present and/or future between SPYJ and the Distributor whether as merchant, distributor, dealer, stockist, super stockist, distributor, class of franchisee, direct sales associate, by whatever name called, the same shall be separate and distinct agreement(s) and account(s) and shall have distinct accounting and under no circumstances shall be intermingled with each other. For example, a credit/debit in one account will not be adjusted in debit/credit of a different account.
38. This Agreement, including the application and any documents it refers to, constitute the whole Agreement between the Parties with respect to the Products/Services and supersedes any previous Agreements or understandings between the Parties written only.
39. Any notice or intimation required to be given by either party shall be deemed to have been duly served if sent by electronic mail, registered post to the respective parties by their name and styles and address contained herein/in the application attached.
40. The terms and conditions of this Agreement may be modified, deleted or amended in writing, when only signed by Managing Director of SPYJ only.
41. Any dispute arising out of or related to or connected with any provisions under this contract shall be referred for arbitration of a Sole Arbitrator who shall arbitrate as per the Indian Arbitration & Conciliation Act 1996 as amended. It is agreed by both the Parties that Chief Justice of Mumbai High Court shall appoint the Sole Arbitrator. The arbitration proceedings shall be conducted in Mumbai. The language of arbitration shall be English. The award of the Sole Arbitrator shall be final and binding on each of the parties. Unless awarded otherwise by the Sole Arbitrator, the cost of Sole Arbitrator and arbitration proceedings shall be borne equally by the parties.



42. The parties hereby agree that dealings under this Agreement are subject to the exclusive jurisdiction of the Mumbai Courts only.
43. The Distributer shall be liable for all losses and expenses of any nature whatsoever arising directly or indirectly from any dishonest, negligent, criminal, fraudulent act or for breach of any obligations as contemplated herein, of the Agent and Distributer or either of the Agent or Distributer representatives, agents or employees.
44. The Distributor is not entitled to charge any fee from the customers over and above the fee specified by the Bank for the Product(s) or services rendered.
45. The Distributor shall ensure that provides a receipt or digital form of the same, for all amounts collected from the Customer and keep accurate records of the same for SPYJ.
46. The Distributor hereby agrees to allow SPYJ, through its officers, persons authorized by SPYJ, or auditors, or regulators, or any statutory authority, to visit the Distributor's premises and have access to and inspect the records, books of accounts, information, papers and premises for the purpose of SPYJ satisfying itself and / or auditors, and / or regulators, and / or any statutory authority that the Distributor is complying with the requirements of this Agreement and is not in default and that the provision of services is satisfactory and in compliance with the laws and the terms of the Agreement.
47. The Distributor shall be liable for all the losses and expenses of any nature whatsoever arising directly or indirectly from any dishonest, negligent, criminal, fraudulent act or breach of any obligations as contemplated herein, of the Distributor or its representatives, agents, or employees.
48. The Distributor understands that IRCTC bookings through Internet is presently allowed from 00:30 hours to 11:45 hours on all days including Sundays. Service hours are liable to be changed without prior notice. Distributor booking is restricted as per the order of Ministry of Railways issued from time to time. This would also mean that the Opening day booking, will be available only after 08:30 hours, along with the counters. If the Distributor tries booking before 08:30 hours, for opening day tickets, the reservation will fail, with the Distributor account getting debited.
49. The Distributor shall distribute the SPYJ products and services at its outlet or business location as intimated to SPYJ from time to time in writing.
50. The Distributor acknowledges and agrees that SPYJ shall be entitled to deduct tax at source, if and as required by law from time to time, from payments to be made to the Distributor under this Agreement.
51. The Distributor hereby agrees and undertakes to deposit all Product charges collected from the Customer in current account numbered \_\_\_\_\_ maintained with \_\_\_\_\_ bank, on the same day or within \_\_\_ days.
52. The Distributor hereby agrees and undertakes to respect the industry Corporate Governance best practices and as a minimum, report corporate governance concerns at SPYJ to SPYJ management freely, frankly and anonymously.
53. The Distributor shall provide full assistance to SPYJ, to ascertain the facts upon receipt of any complaint from the end customers regarding deficiency of services on part of the Retail Agent's employee(s). The Distributor further agrees and undertakes to take appropriate action in every such case which shall include but not be limited to (i) issuing show cause notice to the erring agents (ii) levying penalty of Rs.500/- (Rupees Five Hundred only) per such instance on such agents (iii) suspending such agents from performing services of SPYJ.



IN WITNESS WHEREOF, the parties here to have set their hands to this agreement on the day and year mentioned here in above written.

For  
Shree Plan Your Journey –

Signature of Sales Staff:

Distributor Signature:

Name of Sales Staff:

Name:

Place:

Place:

Date:

Date:

RECEIPT OF PAYMENT



Receipt No.: \_\_\_\_\_

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

Received from: \_\_\_\_\_

Rupees in words: \_\_\_\_\_

₹ \_\_\_\_\_ DD/Cheque No.: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

**Non-refundable Amount:** \_\_\_\_\_

**With the above-mention payment, you are entitled for \_\_\_\_\_ IRCTC IDs OR \_\_\_\_\_ DMR IDs**

**Note:-** Shree Plan Your Journey and its team is not responsible for selling your ID's and collecting payments from agent on behalf of any Distributor.

For  
Shree Plan Your Journey -

Sales person's signature:

Distributor's Signature:

Date:

Sales staff Name: \_\_\_\_\_ DD/Cheque should be in favour of "Shree Plan Your Journey Pvt. Ltd."

RECEIPT OF PAYMENT



Receipt No.: \_\_\_\_\_

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

Received from: \_\_\_\_\_

Rupees in words: \_\_\_\_\_

₹ \_\_\_\_\_ DD/Cheque No.: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

**Non-refundable Amount:** \_\_\_\_\_

**With the above-mention payment, you are entitled for \_\_\_\_\_ IRCTC IDs OR \_\_\_\_\_ DMR IDs**

**Note:-** Shree Plan Your Journey and its team is not responsible for selling your ID's and collecting payments from agent on behalf of any Distributor.

For  
Shree Plan Your Journey -

Sales person's signature:

Distributor's Signature:

Date:

Sales staff Name: \_\_\_\_\_ DD/Cheque should be in favour of "Shree Plan Your Journey Pvt. Ltd."