

# SUCCESS PLAN



ATULYAM DIRECT MARKETING PVT. LTD.



#### GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

#### Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that ATULYAM DIRECT MARKETING PRIVATE LIMITED is incorporated on this Twenty eighth day of September Two thousand twenty-two under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U52100MH2022PTC391291.

The Permanent Account Number (PAN) of the company is AAXCA7094E

The Tax Deduction and Collection Account Number (TAN) of the company is PNEA41842D

Given under my hand at Manesar this Twenty eighth day of September Two thousand twenty-two .



Digital Signature Certificate
Mr RAJENDER KUMAR
DEPUTY REGISTRAR OF COMPANIES
For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies Central Registration Centre

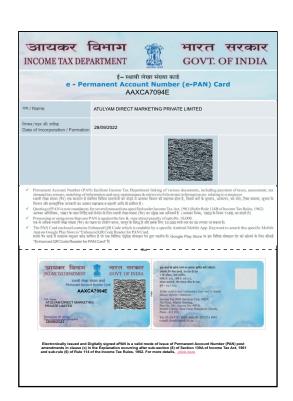
Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on <a href="https://www.mea.gov.in">www.mea.gov.in</a>

Mailing Address as per record available in Registrar of Companies office:

ATULYAM DIRECT MARKETING PRIVATE LIMITED SHOP NO 39, GROUND FLOOR,, KRISHA ARCADE, BLDG NO-11, BOISAR (CT)., PALGHAR, Thane, Maharashtra, India, 401501



\* as issued by the Income Tax Department





## **WELCOME TO THE ATULYAM BUSINESS**

Dear Direct Seller / Distributor,

Congratulations! You have chosen the right path of building an astounding career by opting for the opportunity provided by Atulyam Business. We welcome you to the league of those people who have carved a niche for themselves in the world of entrepreneurship through direct selling.

By pursuing a career as an independent Direct Seller / Distributor, of Atulyam, you are actually shaping your own destiny and building a rock solid foundation for a successful and independent future, which you can achieve through your perseverance and hard work. The more you strive to achieve higher levels of success within the Atulyam business the more you will inspire people and turn into a beacon that others will look up for guidance and leadership. We at Atulyam just don't provide you with another source of livelihood, we enable you to earn respect and be an inspiring leader for others to follow as well.



Lucy Patrick Coutinho

Managing Director

#### THE ATULYAM BUSINESS

Powered with zeal to grow expand and distinguish itself in the Indian direct selling industry. Atulyam has effective health supplements, personal care products, home care products, etc.

Atulyam is an ISO 9001:2015 organisation; its manufacturing partners are a Good Manufacturing Practices company.

In the following pages of this Success Plan, we will elaborate to you the unique and robust career growth plan that Atulyam offers. The promises made by Atulyam are realistic and are achievable if you industriously work towards creating strong bonds and relationships, and if you empower others to achieve success by following the system religiously.

The core values of Atulyam are Respect, Honesty, Passion, Growth, Teamwork and Happiness. These core values combined with your passion for success, positive attitude and perseverance will form a formidable partnership. This partnership will enable us to reach new heights of success together.

In your success lies our success.

## Lucy Patrick Coutinho

#### **VISION**

Constantly thrive to support unemployed seeking for second income, desiring for time and money freedom, to fulfill their dreams of life, to live a better lifestyle of all Indian citizens through direct selling business.

#### **MISSION**

To make things easy by following methodology in direct selling business. To deliver promises, thereby we build long term trust. We are with every Indian to help to achieve their goals of life.

#### **FUTURE PLAN**

Before starting Atulyam Business journey, you should be aware of the goal as well as the road that you are going to take. If you are well informed about the goal and the road to it, your journey will not only be smooth, your confidence level will also remain at the peak.

This is the sole reason why Atulyam emphasizes and insists that after signing up as an Atulyam Direct Seller/Distributor, you acquaint yourself well with the Atulyam path by studying the Business Plan carefully and by understanding the scope of opportunities that you can grab on the way ahead. If you do this properly, be assured, your Atulyam journey will be quite smooth and successful.

The Five ingredients for achieving success in the Atulyam Business as a Direct Seller/Distributor, are given below:

Be a regular user of Atulyam products

Earn by selling the products

Enrich yourself by sharing the business opportunity

Train yourself to train others.

Have five years plan to work and grow.

If you follow the above religiously and work hard with extreme dedication, you will see your efforts are compensated with a proportionate increase in earnings.

#### **8 WAYS OF INCOME**

- 1. Savings on consumption 10% to 20%
- 2. Performance Bonus 7 15%
- 3. BV matching Income 10% (Terms & conditions apply)
- 4. Travel Fund 2%
- 5. Car Fund 3%
- 6. House Fund 5%
- 7. VIP Club Bonus 5%
- 8. Atulyam Club Bonus 5%

#### **BENEFITS AS A CUSTOMER**

1. Saving on Consumption up to 20%

As a Direct Seller you save this amount as the difference between MRP and Direct Seller/Distributor Price (DP). Atulyam offers a retail profit upto 20% on most of the products.

The following example helps explain the saving. Direct Sellers Price (DP) + Saving = MRP

 $Example-DP\ Rs.\ 100+Saving\ Rs.\ 20=MRP\ Rs.\ 120/-in\ a\ business\ month, if\ you\ buy\ Atulyam\ products\ worth\ Rs.\ 10,000-in\ a\ business\ month, if\ you\ buy\ Atulyam\ products\ worth\ Rs.\ 10,000-in\ a\ business\ month, if\ you\ buy\ Atulyam\ products\ worth\ Rs.\ 10,000-in\ a\ business\ month, if\ you\ buy\ Atulyam\ products\ worth\ Rs.\ 10,000-in\ a\ business\ month, if\ you\ buy\ Atulyam\ products\ worth\ Rs.\ 10,000-in\ a\ business\ month, if\ you\ buy\ Atulyam\ products\ worth\ Rs.\ 10,000-in\ a\ business\ month, if\ you\ buy\ Atulyam\ products\ worth\ Rs.\ 10,000-in\ a\ business\ month, if\ you\ buy\ Atulyam\ products\ worth\ Rs.\ 10,000-in\ a\ business\ month\ products\ worth\ products\ products$ 

for self-consumption you save up to Rs. 2000/- for yourself.

- 2. Time to time Repurchase Offer Benefits.
- 3. Consistency Scheme Benefits.
- 4. 7 to 15% Performance Bonus Benefits.

<sup>\*</sup> Terms & conditions apply

#### **PERFORMANCE BONUS**

A Direct Seller has to qualify for getting the performance bonuses and is entitled to earn the bonuses according to the level qualified. Atulyam offers very rewarding performance bonuses, which are amongst the best in the world of direct selling. To earn this performance bonus, the qualifying level of Business Value (BV) has to be accumulated.

# Performance Bonus (PB) Schedule – 7% – 15 % 40000BV

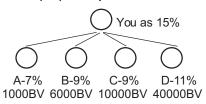
Performance Bonus Level	Accumulative BV	% Each
Direct Seller	1 to 10000	7
Team Leader	10001 to 30000	9
Silver Team Leader	30001 to 90000	11
Gold Team Leader	90001 to 150000	13
Diamond Team Leader	150001 & Above	15

To receive performance bonus for a given business month, Direct Sellers must do personal purchase (at distributor price) of the following value in the business month:

- a) Distributors who earn 7% P.B. 200 BV
- b) Distributors who earn 9% P.B. 500 BV
- c) Distributors who earn 11% & 13% P.B. 1000 BV
- d) Distributors who earn 15% P.B 2000 BV

If in any case a distributor fails to make personal purchase, the bonus earned in that business month is carried forward and is released in the business month, when distributor makes the required personal purchase.

#### Performance Bonus (PB) Example



Your performance bonus as a Difference income in INR

From Team A - 80/-

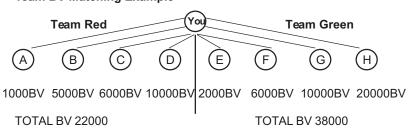
From Team B - 360/-

From Team C - 600/-

From Team D - 1600/-

#### **Team BV Matching Example**

#### Total Earning- 2640/-



BV Matching both teams 22000 BV x 10% = 2200 your earning in INR.

\* Team Green have 16000BV more business, which shall be carried forward to match business BV by Team Red in Future and vice-versa.

#### Travel Fund - 2%

You as a Silver Team Leader Qualify minimum BV 10000 from your direct team, to earn maximum 50000 INR as a travel fund in company monthly earned total BV on point sharing system basis. (Terms and Conditions apply).



## Car Fund - 3%

You as a Gold Team Leader Qualify minimum one front line silver qualification + side BV 5000 from your direct team, to earn maximum 100000 INR as a Car fund in company monthly earned total BV on point sharing system basis. (Terms and Conditions apply).





#### House Fund - 5%

You as a Diamond Team Leader Qualify minimum Two Gold Team Leader front line + side BV 2500 from your direct team, to earn maximum 120000 INR as a House fund in company monthly earned total BV on point sharing system basis. (Terms and Conditions apply).





#### VIP Club Bonus - 5%

You as a Double Diamond Team Leader Qualify minimum Two Diamond Team Leader front line + side BV 1000 from your direct team with total 8 active front lines, to earn maximum 500000 INR as a VIP Club Bonus in company monthly earned total BV on point sharing system basis. (Terms and Conditions apply).





# Atulyam Bonus - 5%

You as a Universal Diamond Team Leader Qualify minimum Four VIP Club Bonus Achiever front line + Total 16 active front lines, to earn maximum 1000000 INR as a Atulyam Club Bonus in company monthly earned total BV on point sharing system basis. (Terms and Conditions apply).





#### **ATULYAM POLICY**

#### **PRODUCT GUARANTEE**

Atulyam Direct Marketing Pvt. Ltd. (hereinafter called the Company) offer products of good quality to every Direct Seller & Customer. If the product purchased by the Direct Seller or Customers are of inferior quality or with manufacturing defects, the Company guarantees replacement. However, this guarantee does not extend to damages or contamination due to expiry, negligence or deliberate act. z

#### **PRODUCT RETURN POLICY**

In case of any dissatisfaction, manufacturing or packaging defect, customers / direct sellers can return/exchange the product. The customers / direct sellers must contact the up-line & Company office from where they had purchased the same, within 30 days from the date of purchase. They have to give a reason and return the said products along with the original customer order receipt copy / invoice. In such cases, it is the direct seller obligation to satisfy the customer's need for money refund or replacements of products.

The Direct seller can then return these products, with original Invoice to the Company. The Company will replace these products free of cost or if the distributor does not want the same products, the Company will give a cash voucher (zero BV) of the same amount, which can be used by the distributor within 30 days for purchasing products of their choice.

**Documents Required** 

Product Return Form

Reason for return

Copy of Invoice

Products to be returned

Up-line recommendation sign in product return form

#### **BUY BACK POLICY**

The Company provides a Buy Back Policy to the Direct Sellers who wish to resign from his/her Direct Sellership and return any Atulyam products that are in good condition, useable, resaleable, restockable, unopened, unaltered and must have a self life of at least six months.

If the Direct Seller resigns within 30 days from the purchase of the products. Atulyam shall provide a full refund for the products to the Direct Seller after deducting bonus paid (if any) and reversing the BV on the products (if any).

If the Direct Seller resigns from his/her Director Sellership after the expiry of 30 days from the date of purchase of products from Atulyam, the amount refunded against the products being returned will be equal to distributor cost of the products being returned, less total bonus paid out by the Company on the original purchase, less GST, less 10% service charge.

The Buy Back Policy is designed to impose upon the sponsor and the Company – the obligation to ensure that the Direct Seller is buying products wisely.z

#### PROMOTION, ADVERTISING, SALES AND MARKETING POLICY

The Company has developed and follows its own policy for promotion, advertising, sales and marketing of its products. The Direct Seller(s) should implement such policy. Under no circumstances, Direct Seller(s) are allowed to alter or formulate policies. However, Direct Seller are encouraged to provide inputs and suggestions for the Company's consideration. Company does not allow its products to be stored, displayed or sold in wholesale or retail outlets. Each Direct Seller is expected to report such instances, whenever it comes to their notice along with a note indicating the person/ Direct Seller responsible for and the circumstances behind such instance at email – info@atulyamdirect.com.

Sale and purchase of the Company's products amongst Direct Seller and staff of the Company is not permissible. Upon detection of such instances, strict action shall be taken against the persons involved. Sale of products at price(s) and in packages other that the one determined and implemented by the Company is strictly prohibited. Acts of sale of products at price(s) other than the prescribed price for competing with other Direct Seller or otherwise shall be seriously viewed, in such cases Company may terminate Direct Sellership of the person(s) found responsible for such act and forfeit their bonus entitlement/arrears.

Direct Seller are not allowed to carry out their own promotions unless they have written approval from the Company for the same. The Company designs, prints, publishes and circulates product information, plan and vision related literature for marketing and sales of its products. Direct Seller are not allowed to deviate there from.

Under special circumstances, the Company may allow Direct Seller(s) to create customized literature and/or advertisement. However, for this purpose interested Direct Seller(s) shall have to submit a detailed plan in advance to the Company for its approval. Unless written approval is given by the Company, none can digress from the form and content of the Company's literature/policy for promotion, marketing and sales.

On expiry or termination of Direct Sellership, the Direct Seller shall remove and discontinue the use of all Company signs, logo and/or any other representations and shall not use any name, signs, label, stationery, product name, copyrights, designs and/or any printed material related to any of the Company's products. If the above condition is violated, the Company in its discretion may take legal recourse against the errant Direct Seller.

The Direct Seller shall provide the following details to the consumer upon sale of products by the Direct Seller.

- (a) the name of the purchaser and seller;
- (b) the delivery date of goods or services;
- (c) procedures for returning the goods;
- (d) warranty of the goods and exchange / replacement of goods in case of defect.

In case the Direct Seller is selling or offering for sale products on an e-commerce platform/ marketplace, the Direct Seller must take prior written consent from the Company in order to undertake such activities.

#### Reporting Policy

Though in general course of business all Direct Seller are expected to report to their Up-line and guide their Down-line as per mutual convenience and situational demands, all Direct Seller are required to report extra ordinary situations directly to the Company and seek guidance.

## Vacancy Policy

In case the Company doesn't get any buyer for the network linked with any vacant distributorship, an administrator will be appointed to conduct business of the network and to supervise the network efficiently. Only after the Company is satisfied about smooth management and growth of such network and related business, it may distribute such network amongst leaders who are at the same/higher level than the level of the distributor whose Network was being administered, or in a manner which the Company feels will be in the best interest of the Business. The Company's decision with regard to this policy will be final.

#### CORPORATE COMMUNICATION

Our corporate identity and stationery is fundamental to the way we communicate. It is the way we present ourselves to the customers. These are our vital assets, reflecting our brand image, unifying all our operations and providing a recognizable endorsement of quality. Our identity and stationery provides us with consistency and recognisability. But we must have the discipline to ensure that our corporate identity standards are maintained. It is about ensuring the future reputation of our Company and it is a job that comes down to all of us.

We have prepared a stationary template for you. This template is designed to help you endorse the Atulyam brand. It is recommended that a unifying corporate indentity and visiting card be used for all your business transactions. Our identity and visiting card standards are outlined below

Mobile No. Logo of Company 5 cms Name ID No. Atulyam Direct Marketing Pvt. Ltd. Email-info@atulyamdirect.com 7 cms

#### **BUSINESS ETHICS**

Direct Seller are required to observe the Atulyam Code of Ethics at all times. The Company reserves the right to terminated Direct Sellership at any time for any violation. Upon enrollment, Direct Seller are expected to pledge the following:

- That I will follow the highest standards of honesty and integrity in the Atulyam Business.
- 2. I will present the Company's marketing plan accurately and honestly, clearly portraying the level of effort required for achieving success. I shall not use misleading false, deceptive, and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of the business to any prospective Direct Seller during interaction with them.
- 3. I will not make negative or disparaging remarks about the Company or its products, officers, employees or other people of company and products. I will be respectful to the Company as well as the direct selling business.
- 4. I will not sell the products of Atulyam through retails outlets.
  - I will not instigate, encourage, indulge and/or guide downlines for bonus rebate/refund of commission.
- 5. I will not encourage distributors recruited by me to purchase good/services/ literature or sales demonstration equipment in unreasonably large quantity.

- 7. I will not use the Company's trade name(s), information literature, advertising material, and gathering of people or other resources including intellectual Property to introduce and promote interests of any entity other than the Company.
- 8. I will strive to ensure that my customers and fellow Direct Seller(s) are satisfied with the Company's products and my services.
- 9. I will abide by the Atulyam Direct Seller's Rules and Regulations at all times.
- I will not resort to any fraudulent, act, in promoting the Company's business at the expense of the Company and fellow distributors.
- 11. During Direct Sellership and thereafter, I will not do anything that may adversely affect the Company, its reputation and business interests.
- 12. I shall not use misleading, deceptive, and/or unfair trade practices.
- 13. I shall take appropriate steps to ensure the protection of private information provided to me by the consumers.
- 14. I shall not join other direct selling company.
- 15. I shall not do cross sponsoring.

## **POLICIES / RULES + REGULATIONS**

The following Rules & Regulations of Atulyam Direct Marketing Pvt. Ltd. (the company) are formulated and implemented for safeguarding rights and dignity of the Direct Seller while regulating conduct of business. In order to mould yourself as a responsible and ethical Direct Seller of Atulyam you must understand and abide by the Policies/Rules and Regulations of the Company, any violation of the same can result in termination of your Direct Sellership.

The Company reserves the right to change, amend, edit, cancel its Policies, Rules and Regulations without issuing prior notice or clarification. You are expected to visit the company's website from time to time and keep yourself abreast with updated policies, rules and regulations.

#### 1. ELIGIBILITY TO BECOME A DIRECT SELLER

#### A. Individuals

- a. Individuals aged 21 years and above or as per their respective State's legally mandated age, can apply to be a Direct Seller of the Company.
- b. The Company has absolute discretion to decide whether to accept or reject an application.
- c. Direct Seller of the Company is not an employee of the Company.
- d. All applications must be sponsored by an existing Direct Seller.
- e. Wife and husband constitute a single unit for the purposes.
- f. Eligible son or daughter of a Direct Seller can join the Business with their independent ID.

#### B. Legal entities (such as HUF, partnership firms, LLP, Company, Society and Trust)

- a. In such cases registration shall be in the name of the legal entity.
- b. A copy of the constitution, deed, articles of the association along with certificate of institution/incorporation, as may be applicable for the entity and PAN card should be submitted along with the application form. In cases of HUF, copy of PAN card would suffice.
- c. Liability and entitlement of such entity is as per law of the land, Bonus payment would be made by the Company in the name of the entity.
- d. No change in constitution of the entity (including its partners / share holding/ constitution/ members/ trustees et. al,) shall be entertained by the Company.
- e. Company will communicate only with a person / official duly authorized by the entity under written intimation to the Company in advance.
- f. In case of dissolution / winding up / insolvency of the entity, bonus entitlement / arrears, if any shall be released to the successor entity upon submission of proof acceptable to the Company Claim(s) in this respect shall not be entertained after 90 days from the incident of dissolution / winding up or declaration of insolvency.

#### 2. BONUS, PAYMENT, BV MATCHING INCOME AND OTHER PAYMENTS

- a. Bonus for all Direct Seller is computed once in a calendar month, and commensurate with the business done in the relevant business month. Pay outs will be issued by the Company to the registered Direct Seller within 10 working days after monthly closing or as company finds suitable.
- b. On receipt of monthly payout Direct Seller should check accuracy of computation. Any queries in this respect should be made within 15 days from the date of issuance of payout by the Company. In the absence of such queries the figure mentioned in the statement shall be final and binding.
- c. It is mandatory for the distributors to provide their address and bank details. They must also send to us information as per Company Guidelines if there is any change in their address/bank details/ mobile no/email id, etc.
- d. In order to receive Bonus, the Direct Seller must mandatorily provide his/her Bank details to Company in case the Direct Seller fails to provide the Bank details Company reserves the right to withhold the bonus amount.
- e. All government taxes will be applicable in all income and rewards being paid.
- f. 10% BV matching income distribution is subject to maximum up to 40% BV of current business month, trimming / ceiling in income distribution shall be applicable as company finds fit. Daily Ceiling Rs. 51000/- Max.
- g. Minimum Payout Monthly Transaction Rs.100/-

#### 3. PROCEDURES FOR DEALING WITH INSTANCES OF VIOLATION

The Company provides guidance and advice to deal with situations involving breaches and violation of its policies and these rules and regulations. The Company shall also take appropriate action against the Direct Seller(s) involved. In the event of any violation, the following procedure needs to be observed.

- a. A complaint has to be lodged immediately upon knowing about violation of any Policies/Rules and Regulations of the Company. The complaint must be given in writing by giving details of the alleged violation, also he/she must inform his/her upline about the complaint.
- b. Upon receiving the complaint, the Company shall immediately notify the Direct Seller involved, requesting a swift response by way of a chance to explain his/her case. Company may in appropriate cases institute such action suo motu.
- c. In case of inadequate information, the Company may request for more details from either party.
- d. If the Company is convinced that the only way to restore normalcy is to suspend or terminate Direct Sellership, it shall convey its decision by writing a letter to the distributor concerned. The letter shall be posted through Registered mail/Courier to the last known address of the distributor as listed in Company's database and the post mark shall be taken as proof of receipt. The Company reserves the right to take necessary action against the terminated Direct Seller including seeking compensation, recovery, damages and legal costs incurred, if any However, the Company reserves the right to amend or modify any part of the above decision if and when such a need is felt by the Company.

#### 1. RENEWAL OF DISTRIBUTORSHIP

- a. The Company does not charge any renewal fee, Direct Seller is discontinued if the Direct Seller resigns and if the resignation is accepted by the Company. The Direct Sellership is terminated by the Company if the Direct Seller does not conduct any Business with the Company for more than three years or for any violations of Company policies.
- b. In the above cases the Direct Seller will be required to put forth his/her claims within one month of the date of the above happenings, thereafter no claim will be entertained. The claims will be settled as per Company's Policy.
- c. The limitation period of claiming any amount due to the Direct Seller by Atulyam shall be three years. No claims after a period of three year's from the due date shall be entertained by Company.
- 2. KYC

A person /entity who completes the KYC (Aadhar Card, Driving License, Voter ID Card, Passport, Ration Card, or any other identity document(s) issued by any State Government or the Central Government, which can be verified) formalititees and fill the Direct Seller Application + Agreement Form (the "Applicant") shall be assigned an Applicant Number. The Applicant Number shall be valid for 60 days and the Applicant shall be confirmed as a Direct Seller pursuant to it carrying out at least one transaction within 60 days from the date of submission of the Direct Seller Application + Agreement Form.

#### 3. SUBMISSION OF DISTRIBUTOR APPLICATION FORM

Subject to Compliance with Clause 5;

- a. In case a prospect fills the hard copy of Direct Seller Application Form (DAF). He/she shall be entitled to commence business and build a network only upon completion of Know Your Customer ("KYC") and physical submission of Distributor Application Form (DAF) at any of the Company's Centres and only after an order has been placed.
- b. In case the prospect fills the DAF online and sends the scanned copy of signed DAF along with KYC documents to the Company the Direct Seller can commence Business with the Company only after an order has been placed. However, if the distributor does not submit the copy of DAF with signatures (to be verified with Passport/Driving License/PAN) within 60 days of joining online, the distributor's ID will become invalid.

#### 4. REPRESENTATIONS MADE BY DIRECT SELLER

- Direct Seller(s) shall not exaggerate or misrepresent benefits associated with the Company and the Company's products and services.
- b. Direct Seller(s) must know and convey that earnings come only through hard work, commitment and consistent efforts.
- c. Direct Seller(s) shall not make claims other than what is mentioned in the Company's plans and literature about products, quality and earnings. Company has the unconditioned rights to take any and all actions including seeking damages for Direct Seller's action / inaction inviting and causing ill-reputed / loss to the Company for misdeclaration or misrepresentation.

#### 5. LABELING, PACKAGING AND PRICING

The product description, labeling, pricing and packaging done / determined by the Company is final and sacrosanct. No alteration is permissible in these. Direct Seller(s) are not authorized to relabel, repack, and alter description or sale products loose or in a form not originally caused by the Company or at a price not fixed by the Company. Allegations against Direct Seller(s) for contraversing this rule shall be investigated and appropriate action will be taken.

#### 6. CROSS SPONSORING/ MULTIPLE IDS

No Cross Sponsoring of Direct Sellership shall be allowed "Cross Sponsoring" in this context means:

- a. Signing up an existing Direct Seller from another group.
- b. Signing up the wife when the husband is already a Direct Seller or vice versa.
- c. Signing up under another sponsor to operate his/her new Direct Sellership when his/her previous Direct Sellership is still valid
- d. Allowing other people or relative to use his/her Direct Sellership to do business.
- e. If son or unmarried daughter joins the business with their own ID but their line of sponsorship is not under their family ID, then such a case will be treated as cross sponsoring and the ID taken by son/unmarried daughter will be terminated.

Same will apply for any of the family members not joining under their son/unmarried daughter's line of sponsorship. In the event of Cross Sponsoring or in the event of a Direct Seller using a second or multiple IDs the following procedure shall be followed:

- (I) If an active distributor is found promoting a network in another line of Sponsorship including but not limited to promoting the network of a blood relative/relative/acquaintances or Company/firm/entity/enterprise (whose beneficiary is any of the listed above), at any company event/office on social media or any other location, then the company will take appropriate action against that Direct Seller. Once the other ID/IDs for which the distributor has been doing activities/promotion is identified, the ID/IDs for whom the Direct Seller is doing activities/promotion will be terminated and the network under the ID/IDs will move up to the next higher id.
- (ii) In the event any Direct Seller is found doing activity in any network including but not limited to promoting the network of a blood relative/relative/ acquaintance or Company/firm/entity/enterprise (whose beneficiary is any of the listed above), at any Atulyam event/office on social media or any other location, during the cooling off period (within six months of resigning – termed as inactivity rule or period), the related ID will be treated as a second ID and the same will be terminated and the network under the ID/IDs will move up to the next higher id.
- (iii) Appearance in any form of meetings offline or at any digital platform, etc. within the cooling off period of resigning will render the resignation of the Direct Seller in question nullified due to violation of the inactivity rule. The Direct Seller "cooling off" period will be recounted from the date of the second ID's termination.
- (iv) The Company will take strict action for Cross Sponsoring as per the above rules. In addition the Direct Seller who was involved in Cross Sponsoring will be severely warned and fined/suspended for such activities. If the Direct Sellership and also withhold the Bonus payment of any Direct Seller who is found continually doing Cross Sponsoring of any other existing Direct Sellers. In addition if the Direct Seller is running any Franchisee / mini Franchisee, the same will also be closed down by the Company.
- (v) After resignation/termination the network will go to his/her direct active upline.
- (vi) If the Company receives a complaint within twelve months of Cross Sponsoring and after investigation it is found that the complaint is valid, then the Company will terminate the second/later ID/IDs of the Direct Seller and the network developed under the second/later ID/IDs will be shifted under the first ID or can remain under the terminated ID as per the decision of the management.
- (vii) However, in a situation, when the complaint against a Direct Seller regarding Cross Sponsoring is filed within twelve months, but the ID/IDs are not identified within the same period. Then the complainant must submit the details of such ID/IDs within three months of the filing the complaint. The Company will take action as per above clause (vi) after getting the details of other ID/IDs.
- (viii) If the complaint is received after more than twelve months of a Direct Seller taking other ID/IDs, the same will not be entertained. On receipt of such complaint, the Company will terminated one of the IDs of the Direct Seller whichever the company may deem fit, and the network will remain with the active ID.
- (ix) If any Direct Seller is found taking different IDs, the Company will take strict action against the Direct Seller which can also lead to the termination of all the IDs, as and when they are discovered.

In case the Management finds out that the registration of a Direct Sellership/ second ID was done through unethical means, or without the Direct Seller's consent/ knowledge, or by submitting, invalid documents, then the Company will terminate the ID/IDs, which the management may deem fit and the network of such terminated ID/IDs will move up to the next higher Direct Seller. In addition, the disciplinary action by the Company that may result in the Company suspending/ terminating/ withholding bonus payments of the distributor and/or imposing a fine on the Direct Seller.

The Company shall be free to decide the appropriate penalty in all cases of Cross Sponsoring/Multiple IDs and its decision in this regard shall be final.

#### 10. PLACE ORDER

The Direct Seller has to place order (with BV within 60 days of joining. If the order is not placed then it will result in Direct Seller's application not being accepted by the Company and the ID will be rendered invalid.

#### 11. INACTIVE DIRECT SELLER

Irrespective of the level attained, if a Direct Seller does not place any order in preceding 60 days or more, since the DAF was entered or since the last purchase by the Direct Seller then the Company reserves the right to take a decision (including termination) regarding the distributorship of the said Direct Seller. If the Direct Seller does not place any order with the Company for the preceding six months, the Direct Seller will be termed as an "Inactive Direct Seller". After completion of inactive period the distributor can join under any of the distributors and take a fresh ID.

However new ID if taken under Family must be in the same line of Sponsorship. If any distributor takes a fresh ID after an inactivity period of nine months, then the first ID will be treated as invalid.

#### 12. EXPIRY/CANCELLATION/RESIGNATION/SUCCESSION OF DIRECT SELLER

- a. Any Direct Seller may resign from Direct Sellership by submitting an application and required documents. Acknowledgement of receipt of such communication constitutes resignation. A person who resigns or whose Direct Sellership is cancelled/terminated may reapply for Direct Sellership only after a lapse of a period of 6 months (cooling period) from the date of resignation/cancellation/ termination of his/her last Direct Sellership. The fresh Direct Sellership may be granted by the Company after reviewing the application.
  In such cases the person cannot have any claim whatsoever over the downline(s) / business he/she had prior to reapplication of the Direct Sellership.
- b. In case a Direct Seller resigns for certain unforeseen circumstances, subject to Company's satisfaction, he/she may transfer the Direct Sellership to his/her blood relative only (proper proof and documentation required).
- c. Direct Sellership in ordinary circumstances expires upon death or proven incapacity of the Direct Seller. However nominee of the deceased upon evincing interest to succeed Direct Sellership may be allowed by the Company. In cases where the nominee does not come forward till 6 months from the date of death or incapacitation of the original Direct Seller as the case may be. Successor of the deceased upon submitting appropriate documentation and evincing interest to succeed Direct Sellership may be allowed by the Company. However, under no circumstances such Direct Sellership will be entertained after 6 months from the date of death or knowledge of incapacitation of the distributor either from nominee or successor.

d. Direct Sellership may be cancelled/terminated, declared unclaimed or suspended by the Company for the reasons mentioned in the Company's Policies/Rules and Regulations.

#### 13. MARRIAGE

- a. The Company treats wife and husbands as one single unit for the purposes of Direct Sellership.
- b. In situations where two independent existing distributors marry each other, upon marriage both of them are deemed to have surrendered their Direct Sellership. The Direct Seller who are married to each other, shall separately intimate to the Company about their marriage within 30 days from the date of their marriage. Subject to conditions of other subclauses of the clause one amongst them ought to resign within 30 days from the date of marriage, failing which Direct Sellership of both distributors shall be cancelled. Original downline structure of the Direct Seller who resigns for reasons of marriage in terms of this sub-clause shall remain unchanged. However to maintain relationship with the Company and to conduct Atulyam business, the Couple may form a 'patnership firm' in lines of the model ' 'deed of patnership' prescribed by the Company for the purposes of common Direct Sellership, and submit the same under cover of a joint application seeking Direct Sellership for such 'patnership firm within 30 days of their marriage. This partnership will replace the Direct Sellership of the Direct Seller who does not resign and the Structure will remain unchanged.
- c. Upon marriage amongst two existing Direct Sellership and they being given 'partnership' (irrespective of their cadre / level), they shall have a joint bank account and inform such particulars to the Company within 60 days from the date of marriage. The Company upon receipt of such intimation shall credit payouts / bonus earned by the 'partnership' in such account. If the account is not opened, no Bonus will be paid out by the Company and the Partnership firm will have no lien on the Bonus earned for the period. However this sub-rule will not be made applicable for Direct Seller couples who are both Gold Team Leader unless of course they want such an arrangement.
- d. If both distributors are Gold Team Leader, then their individual Direct Sellership may separately be retained at original status. However, one amongst the two may resign from Direct Sellership / Gold Team Leader-ship and the couple may apply for a single Direct Sellership through "partnership" (compromising both of them as partners). This partnership will replaced the Direct Sellership of the distributor who does not resign and the Structure will remain unchanged. In such cases, original downline structure of the Direct Seller who resigns for reasons of marriage in terms of the sub-clause shall remain unchanged. Even in this case both of them shall separately intimate the Company about their marriage within 30 days from the date of their marriage.
- e. Incase such couple does not form any 'partnership firm' within 30 days from their date of marriage or either of them does not inform factum of their marriage to the Company, the Company reserves the right to cause appropriate changes in their downline / network and merge their business(s) of two Direct Sellerships into one with conditions as may be deemed appropriate to the Company and/or cancel Direct Sellership of one or both as per the discretion.

#### 14. SEPARATION

In case of divorce amongst couples having Direct Sellership through 'partnership firms' formed as aforesaid, benefits of Direct Sellership and the Direct Sellership itself shall be apportioned or transferred as the case may be in terms of the 'deed of partnership'. Such changes in Direct Sellership of the 'partnership firm' shall be caused by the Company only on completion of 90 days after receipt of the decree of divorce' granted by a competent court. The Direct Sellership of the partnership firm of the couple shall be put under suspension with effect from the date of commencement of divorce proceedings between the couple and during pendency of divorce proceedings, the Company in its discretion, may as a special arrangement, allow (without insisting upon lapse cooling period) both parties do Atulyam business separately as freshly appointed Direct Sellers. After the judgment of the court, the suspension of the spouse in whose name the court has approved for Direct Sellership to be continued, can continue as a Direct Seller, and the partnership will stand dissolved. In case the judgment is silent on the issue, the Direct Sellership under partnership will stand terminated.

In cases where a married couple is Direct Seller and co-distributor and any of them files a petition for divorce, the Company shall only consider the Direct Seller as its principal Direct Seller and no rights shall accrue to the co-Direct Seller except whom a decision is taken on the issue of succession of Direct Sellership by an appropriate court (whether interim or final). However, this shall be subject to a final decision by the Company.

#### 15. WAIVER

- a. The failure of the Company to exercise any rights stated in the Company Rules and Regulations or in the Direct Seller Application Agreement shall not constitute a waiver of the Company's rights to demand exact compliance therewith.
- b. Any waiver by the Company can and shall only be affected in writing by authorised personnel of the Company.
- c. The Company reserves all rights to take all decisions which it feels are necessary to protect the best interests of its Direct Sellers, customers and its business including decisions concerning implementation of this Business Plan. The Company's decision in this regard shall be final.

#### 16. PROHIBITED ACT

- A. Direct Seller shall not
  - a. Incur any liabilities or Debt in the name or on behalf of the Company.
  - b. Enter into, modify or alter any contract, in the name of the Company.
  - c. Engage itself or show interest directly/indirectly as servant, employee or licensee for sale of any trade, business or profession in competition with the Company.

#### 17. JURISDICTION

All disputes shall be subject to Palghar district, Maharashtra Jurisdiction only.

#### **Glossary of terms**

DP : Direct Seller/Distributor Price

BV : Business Volume – every product ordered is assigned fixed BV.

BV accumulated by self and group determines the achievement level,

PV : Points Value (1 PV = 20 BV)

SP : Self Purchase – purchase on self ID in any given month.

PGBV : Personal Group Business Volume is the business of your entire group.

CBV : Cumulative business value is the business accumulated by your group.

TBV : Total business value – it consist of your PGBV + SP

\*Family : Grand-parents/Parents/Self/Spouse/Unmarried children above 18 yrs.

#### \*Note:

Company has taken all cares in typing, proof reading. Hence any typing error if found in this book should not be misused or claimed and shall be informed to company for corrections Email – info@atulyamdirect.com.



Wheatgrass rich in chlorophyll a complete food, Immune & Energy booster & excellent blood tonic.

Barley grass contains fiber and oil that may help to lower cholesterol. Alfalfa besides being rich in nutrition, it is also known to help in regulating the bowel movements and improving the digestion process which in turn helps in the better assimilation of the food consumed. Spirulina contains beta-carotene, as well as chlorophyll and the essential fatty acid GLA. Phycocyanin, its phytonutrient, has been shown in animal studies to stimulate the production of red blood cells.

- · Considered to have anti oxidant properties.
- · May support healthy digestion.

#### Turmeric

- · It is considered to have health promoting properties.
- Supports healthy immune system & healthy lipid levels.
- · Considered to have antioxidant properties.

- · It may support healthy respiratory and immune system.
- Considered to have anti bacterial properties.
- · Exhibits antioxidant activity and may support the body's natural response to oxidative stress.

#### Ashwagandha

- Ashwagandha root may help stimulate the immune system.
- Ashwagandha is considered to promote hormonal balance.
- May support calm nervous system.

- May help to detoxify the body & may support digestion.
- Rich in fiber, considered as a mild laxative.
- May support uterine health.
- · Considered as a galactagogue, helps support weight management.

#### Pippali

- · May help support healthy respiratory and gastric functions.
- Considered to have expectorant properties.
- · May help support the bio availability of other herbs.
- · May support healthy weight management.

- · May support healthy digestion.
- · May help maintain healthy metabolism.
- May support healthy respiratory system.

#### Sesame Seeds

- · Omega-6 Fatty acids
- Antioxidant **Sunflower Seeds**
- Fibers
- Vitamins
- Proteins
- Fibers
- Vitamins
- Flavonoids
- Phyto nutrients
- Amino acids
- Essential Fatty Acids
- Minerals
- Phytosterols



**60 Tablets** 

#### Benefits:

- · An excellent combination for daily nutritional requirement. Provides essential micronutrients.
- · May help in increasing the energy levels.
- May help to boost immunity which makes the body stronger to fight against infections.
- Supports in detoxification.

**Directions**: Take 2 tablets twice a day. It should be ideally taken on empty stomach before meals. For better results it should be taken with warm water



#### Atulyam Direct Marketing Private Ltd.

Shop No. 39, First Floor, Krishna Arcade, Building No. 11, Palghar, Boisar (CT) 401501, Maharashtra. Customer Care: 7028801311 • Email: info@atulyamdirect.com





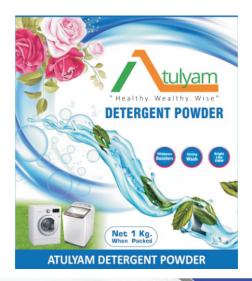


















Kuldeep Subhash Sarwan
Director (Proposed)



Vinod Kumar Mourya
Director

"You Are Very Closed To Start Your Own Atulyam Business To Stay Healthy, Wealthy, Wise. Also To Earn Money and Respect For Your Self, Your Family, Friends & Relatives.

-Team Atulaym

# ATULYAM DIRECT MARKETING PVT. LTD.

Shop No. 39, First FloorKrishna Arcade, Building No. 11, PALGHAR, BOISAR (CT) 401501. Maharashtra.

Mob.: 7028801311, Email - info@atulyamdirect.com