



Please complete the application in **ENGLISH** and use **CAPITAL** letters only.

SI No: _____ **REF No:** _____ **FID:** _____

TO: BEAM MONEY (P) LIMITED, Enterprise, D-128-129, 402 Terrace floor, Okhla Industrial Area, Phase 1 New Delhi, 110020, India: In order to induce you to appoint me/us as one of your Franchisee, I/we am/are submitting my/our application information and documents as given below and by signing this document I/we accept the terms in Franchisee Agreement attached.

YOUR BASIC DETAILS					
APPLYING AS:		<input type="checkbox"/> BEAM SAHAYAK (Individual)		<input type="checkbox"/> BEAM EXPRESS (Shop)	
YOUR NAME (Applicant Authorised Signatory)		MR / MS / Dr			
YOUR FIRM'S NAME (If Applicable)		M/S			
FIRM'S NICK NAME/ALIAS (Popular Name)					
YOUR BIRTHDAY / FIRM'S REGISTRATION DATE		DATE:		MONTH:	
YOUR/FIRM'S LEGAL CONSTITUTION		<input type="checkbox"/> Individual <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Pvt/Ltd Company <input type="checkbox"/> Other (Specify)			
BUSINESS ADDRESS (Location) <small>(From Where Services Will Be Provided – Due Diligence Visit May Be Done)</small>				LOCALITY / MARKET	
LANDMARK				CITY / VILLAGE	
BLOCK / TEHSIL				DISTRICT	
STATE				POSTAL CODE	
POSTAL CODES NEAR BUSINESS ADDRESS				COUNTRY: INDIA	
PERMANENT ADDRESS <small>(KYC Documents Must Be Provided)</small>				LOCALITY / MARKET	
LANDMARK				CITY / VILLAGE	
BLOCK / TEHSIL				DISTRICT	
STATE				POSTAL CODE	
YOUR PERSONAL MOBILE NO				REGISTERED MOBILE NO (To Be Used For Beam)	
EMAIL (To Be Used For Beam)				<input type="checkbox"/> Provide Home Delivery? Y / N	
WHICH DO YOU HAVE		<input type="checkbox"/> PC With Internet Connection? Y / N <input type="checkbox"/> Mobile With Internet? Y / N		<input type="checkbox"/> Printer? Y / N <input type="checkbox"/> Scooter/Motorcycle/Cycle? Y / N	
WHAT YOU HAVE & WANT TO DO WITH BEAM (Tick As Many)					
WHICH SERVICES WOULD YOU LIKE TO PROVIDE <small>(Tick Your Choices – As Many)</small>		<input type="checkbox"/> Sell Beam Instruments		<input type="checkbox"/> Telecom Recharges	
		<input type="checkbox"/> Air Tickets		<input type="checkbox"/> Movie/Event Tickets	
		<input type="checkbox"/> Life Insurance		<input type="checkbox"/> General Insurance	
		<input type="checkbox"/> Bank Deposits		<input type="checkbox"/> Bank Remittances	
		<input type="checkbox"/> TV-DTH Recharges		<input type="checkbox"/> Railway Tickets	
		<input type="checkbox"/> Domestic Money Transfer		<input type="checkbox"/> Intl Money Transfer	
		<input type="checkbox"/> Govt Payments		<input type="checkbox"/> Pension Services	
		<input type="checkbox"/> Bank Withdrawals		<input type="checkbox"/> Loan Disbursals	
				<input type="checkbox"/> Utility Bills Payments	
				<input type="checkbox"/> Mutual Fund	
				<input type="checkbox"/> Social Security Payments	
				<input type="checkbox"/> Others (specify):	
YOUR PRESENT OCCUPATION (Tick As Applicable)					
<input type="checkbox"/> Student		<input type="checkbox"/> Educated Unemployed		<input type="checkbox"/> Retired Defence Personnel	
<input type="checkbox"/> Insurance Agent		<input type="checkbox"/> Post Office Agent		<input type="checkbox"/> Teacher	
<input type="checkbox"/> General Merchant/Kirana		<input type="checkbox"/> Chemist Shop/Cosmetics		<input type="checkbox"/> Retired	
<input type="checkbox"/> Petrol/Diesel Pump		<input type="checkbox"/> Cooking Gas Agency		<input type="checkbox"/> Bank Agent/Facilitator	
<input type="checkbox"/> Agri Produce Broker		<input type="checkbox"/> Taxi Driver		<input type="checkbox"/> Money Transfer Agent	
<input type="checkbox"/> CA/CS/ICWA		<input type="checkbox"/> Consultant		<input type="checkbox"/> Share Broker	
		<input type="checkbox"/> STD-PCO Booth Owner		<input type="checkbox"/> Telecom Retailer	
				<input type="checkbox"/> Cyber Cafe	
				<input type="checkbox"/> Milk-Bread-Grocery	
				<input type="checkbox"/> Supermarket	
				<input type="checkbox"/> Paan/ Beedi / Cigarette	
				<input type="checkbox"/> Bakery/ Confectionery	
				<input type="checkbox"/> Bus Driver/Conductor	
				<input type="checkbox"/> Watchman/Security	
				<input type="checkbox"/> Society/RWA Rep	
				<input type="checkbox"/> Others (specify):	
INTEGRATION FEE PAYMENT					
ANNUAL INTEGRATION FEE		Rs.		TID NO 16 Digit	
OR Attach Postal Order / Bank Demand Draft favouring "BEAM MONEY (P) LTD" payable at New Delhi					
Bank/PO		Branch/PO		Draft/Postal Order No	
				Date	
KYC DOCUMENTS REQUIRED (Attach Self Attested Photocopies Only)					
1. PROOF OF IDENTITY: (Attach self-attested photocopy of any one) <input type="checkbox"/> Driver License <input type="checkbox"/> School Board Exam ID <input type="checkbox"/> College/University Photo ID <input type="checkbox"/> Passport <input type="checkbox"/> Ration Card with Photo <input type="checkbox"/> Election Card <input type="checkbox"/> Photo ID Cards of Reputed Institution/Reputed Organizations <input type="checkbox"/> Kisan Credit Card <input type="checkbox"/> Discharge Book <input type="checkbox"/> Post Office Pass Book <input type="checkbox"/> Bank Pass Book <input type="checkbox"/> Club Member ID <input type="checkbox"/> Income Tax Pan Card <input type="checkbox"/> Pension/NREGA JOB CARD <input type="checkbox"/> Arms License having Photo <input type="checkbox"/> CGHS/ECHS/ESIC/Cashless Insurance Card Having Photo Issued by Any Insurer <input type="checkbox"/> Certificate with Name, Address & Photo Signed by (any one of) Patwari/Gram Pradhan/Village Panchayat Head/Post Master/Bank Manager/Officer/LIC-UTI Officer/Small Savings Officer/Agriculture Officer/Veterinary Officer/Medical Doctor/Veterinarian/Lawyer/CA-CS-ICWA/Architect/Registered Engineer/Block Development Officer/Government-PSU Officer/MLA-MLC/MP or Any Other Government Agency/PSU/Reputed Institution/Reputed Organizations/Letter issued by Unique Identification Authority of India(UAIA) containing details of name, address and Aadhaar number					
Issued By		Number		Date of Issue	
				Validity Upto If Any?	
2. PROOF OF ADDRESS: (Attach self-attested photocopy of any one) <input type="checkbox"/> Telephone Bill <input type="checkbox"/> Post Paid Mobile Bill <input type="checkbox"/> Electricity Bill <input type="checkbox"/> Municipal Tax Bill <input type="checkbox"/> Water Bill <input type="checkbox"/> Insurance Premium Notice <input type="checkbox"/> Dividend/Interest Warrant <input type="checkbox"/> Election Card <input type="checkbox"/> Discharge Book <input type="checkbox"/> Post Office Pass Book <input type="checkbox"/> Bank Pass Book <input type="checkbox"/> Passport <input type="checkbox"/> Ration Card with Photo <input type="checkbox"/> Driver Licence • Income Tax Assessment Order <input type="checkbox"/> Sales Tax Assessment Order <input type="checkbox"/> Service Tax Assessment Order <input type="checkbox"/> Shop & Establishment Certificate <input type="checkbox"/> Land Book (Khasra-Khatauni) <input type="checkbox"/> Arms License having Photo <input type="checkbox"/> CGHS/ECHS/ESIC/Cashless Insurance Card Having Photo Issued by Any Insurer <input type="checkbox"/> Certificate with Name, Address & Photo Signed by (any one of) Patwari / Gram Pradhan/ Village Panchayat Head / Post Master / Bank Manager-Officer / LIC-UTI Officer / Small Savings Officer / Agriculture Officer / Veterinary Officer / Medical Doctor / Veterinarian / Lawyer / CA-CS-ICWA / Architect / Registered Engineer / Block Development Officer / Government-PSU Officer / MLA-MLC / MP or Any Other Government Agency / PSU / Reputed Institution / Reputed Organizations/ Letter issued by Unique Identification Authority of India(UAIA) containing details of name, address and Aadhaar number					
Issued By		Number		Date of Issue	
				Validity Upto If Any?	
3. PROOF OF FIRM: (Attach self-attested photocopy of any one) <input type="checkbox"/> Partnership Deed <input type="checkbox"/> Certificate of Incorporation <input type="checkbox"/> Certificate of Registration <input type="checkbox"/> Trust Deed (FOR FIRMS ONLY)					
DECLARATION					
I/we confirm I have read, understood and accept the Franchisee Agreement attached. I /We undertake that the information/documents provided are true and correct to the best of my/our knowledge and are based on documentary evidence. No material fact has been concealed and no part of the documents/information provided is/are false/fabricated. I/we understand and agree that the Integration Fee is not refundable under any circumstance. I/we understand that the final decision on acceptance/rejection of my/our application to appoint me/us as franchisee exclusively rests with Beam only. I/we clearly understand that in case the information provided is found false/fabricated the Franchisee agreement may interalia be terminated. It is certified that the person(s) signing the Franchisee Application has full authority to do so and thereby binds the Franchisee to the terms of the Franchisee Agreement attached herewith. I/we fully understand and permit Beam, if they so desire, to perform necessary checks and verifications on me/us/the establishment. I agree to receive promotional SMS and calls from Beam.					PASTE YOUR PHOTOGRAPH HERE
FOR & ON BEHALF OF FRANCHISEE					
SIGNATURE OF AUTHORISED SIGNATORY					PREFER RECEIVING PAYMENTS BY:
DATE:					<input type="checkbox"/> RTGS/NEFT IFSC Code No:
(EFFECTIVE DATE)					<input type="checkbox"/> Cheque
					<input type="checkbox"/> Through Distributor <input type="checkbox"/> Y <input type="checkbox"/> N
CHANNEL PARTNER DUE DILIGENCE: This is to certify that I have personally visited the Business Address mentioned above as well as personally seen and verified the above mentioned original document(s) whose photocopies are being attached for Know Your Customer (KYC).					
TSE/TSM/ASM/RSM NAME:		Signature		Date	
FOR OFFICIAL USE ONLY (Do Not Write Here)					
REFERRED BY NAME:		By default NONE unless a name given		Signature	
				Date	
MAKER (SALES) Name + Signature		Date		CHECKER (OPERATIONS) Name + Signature	
				Date	
				APPROVER (FINANCE) Name + Signature	
				Date	

FRANCHISEE AGREEMENT

This agreement ("Agreement") made at New Delhi, on the date mentioned in the application attached to this Agreement ("Effective Date") between: (1) FRANCHISEE whose name and address are mentioned in the application attached to this Agreement, hereinafter referred to as the "Franchisee", which expression shall, unless the context clearly indicates otherwise, shall mean and include its successors and assigns, heirs, nominees, administrators, executors, on one part; AND (2) BEAM MONEY (P) LIMITED, a company registered under the Companies Act 1956, having its Registered Office for the present at Enterprise, D-128-129, 402 Terrace Floor, Okhla Industrial Area Phase - 1, New Delhi 110020, INDIA, hereinafter referred to as the "Beam", 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 Beam and Franchisee is deemed to be executed on the date the Franchisee signs the application attached herewith and in token of accepting the terms and conditions contained herein.

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

1. The location at which the Franchisee shall provide the Products/Services is the Franchisee's address as mentioned in the application attached to this Agreement ("Location").
2. Franchisee guarantees timely and proper performance of the covenants contained in this Agreement including the strict compliance of the Service Requirements, as stipulated by Beam from time to time as notified on its website www.beam.co.in.
3. This Agreement comes into force on the Effective Date mentioned in the Express Franchisee Application and shall remain current till terminated by either Party as per provisions contained herein.
4. It is clearly understood and agreed by the Franchisee that Annual Integration Fee paid is non refundable in any manner or under any circumstances. Prior to expiry of the said duration Franchisee should renew the integration by paying Annual Integration Fee as per rates and terms in vogue as stipulated by Beam from time to time as published on its website www.beam.co.in.
5. DEFINITION

Terms having following meaning unless the contrary intention appears:

- i. "Commission Rates" means the Service Charges payable by Beam to the Franchisee in connection with its offering of the Products/Services.
- ii. "Customer" or "Customers" means person(s) who/are not a Subscriber but wishes to avail the Products/Services by visiting the Franchisee.
- iii. "Effective Date" means the date on which the attached application is signed by the Franchisee.
- iv. "IVR" shall mean Interactive Voice Response system.
- v. "Location" means the Business Address as mentioned in the attached application from where the Franchisee shall provide the Products/Services.
- vi. "Operation Time" means the timing during which at which the Franchisee shall offer Products/Services to the Customers/Subscribers visiting the Location which shall be around the clock every Operation Days.
- vii. "Operation Days" means the working days (Monday-Sunday) on which the Franchisee shall provide the Products/Services at the Location.
- viii. "Promotional Material" includes any advertising/marketing collateral, promotion activities provided/organized by Beam for display/performance at the Franchisee Location. It is clearly understood by the Franchisee that the aforesaid materials are the exclusive property of Beam and are returnable on demand by Beam.
- ix. "Service Charges" means the discount/fees/margin paid by Beam to Franchisee for providing Products/Services to Subscribers/Customers.
- x. "Service Requirements" means the governing methods / processes / procedures / formalities, documents and other policies, procedures, rules and regulations etc., as amended and notified by Beam from time to time under which the Franchisee is to offer the Products/Services.
- xi. "Software" means the software/system owned by Beam which may be installed by or accessed by the Franchisee by connecting his computer/mobile to the webserver of Beam.
- xii. "Subscriber" or "Subscribers" or "Customer" or "Customer(s)" means individual(s)/customer(s) who wish to avail the Products/Services.
- xiii. "SMS" shall mean short message service available on wireless phones.
- xiv. "Term" means the term of this Agreement commencing on the Effective Date and ending on the earlier of Termination.
- xv. "Terminal" means any device including mobile phone/computer/landline for accessing Beam webserver system via internet, IVR, SMS for the purpose of Products/Services.
- xvi. "Termination" means termination of this Agreement.
- xvii. "Transaction(s)" means debit/credit of amount by Franchisee from his beam Account with the Subscriber/Customer and/or Beam.

6. REFERENCES TO CERTAIN GENERAL TERMS

Unless the contrary intention appears, a reference in this Agreement to:

- i. a group of persons is a reference to any two or more of them jointly and to each of them individually;
 - ii. anything (including an amount) is a reference to the whole and each part of it;
 - iii. law means common law, principles of equity and laws enacted by parliament including laws made by State, Territory and government and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them;
 - iv. the word "person" includes an individual, a firm, a body corporate, an unincorporated association, partnership, trust, cooperative, society, and an authority; and
 - v. the words "including", "for example" or "such as" do not limit the meaning of the words which follow thereafter.
7. Singular includes the plural and vice versa. Further, his includes her/she and vice versa.
 8. In this Agreement, headings are for convenience only and do not affect the interpretation of the Agreement.
 9. Franchisee shall at all times provide the Products/Services in accordance with the terms and conditions contained in this Agreement as amended and as per orders/instructions issued by Beam from time to time as published on its website www.beam.co.in.
 10. In providing the Products/Services, the Franchisee 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.
 11. Any taxes charge impositions or levies imposed on the Products/Services on or on Franchisee hereunder (including without limitation, income taxes, service tax, VAT and withholding taxes etc.) shall be paid by the Franchisee and not by the Subscriber/Customer or Beam in any manner whatsoever.
 12. Franchisee shall at all times hold all licenses and permits required to provide the Product/Services.
 13. In providing the Products/Services, the Franchisee shall at all times comply with the service requirements contained herein and as stipulated by Beam from time to time.
 14. Franchisee shall always and at any time have sufficient cash/funds available as required to satisfactorily perform this Agreement and provide the Products/Services to all the Subscribers/Customers visiting the Franchisee. Franchisee shall make payments in connection with the Products/Services, as required by law or regulation, by account payable cheque in case the amount exceeds Rs 20,000.00 (Rupees Twenty Thousand) as amended from time to time as published on its website www.beam.co.in.
 15. Franchisee shall hold all monies related to the Products/Services in trust for and on behalf of Beam and shall not pledge, encumber, transfer or utilize the same in any manner whatsoever.
 16. Beam may provide the Franchisee with the formats of the stationary necessary to offer the Products/Services and the Franchisee shall not use any other stationary/format in connection with the Products/Services. Franchisee agrees to print the formats at his own cost and not claim the same from Beam.
 17. Under no circumstances shall the Franchisee impose any fees or charges in any manner whatsoever, on any Subscriber/Customer for the Products/Services. In the event any Subscriber/Customer complains and Beam finds the Franchisee contravening the aforesaid, it shall impose a penalty on the Franchisee as mentioned in this Agreement and/or terminate this agreement besides taking any other legal action it may consider fit. The decision of Beam shall be final and binding on the Franchisee.
 18. Franchisee shall not make any representation regarding the Products/Services which is inconsistent with the representation approved by Beam from time to time as published on its website www.beam.co.in.
 19. Beam, its authorized representatives or statutory agencies may at any time visit Franchisee's Location for the purpose of inspecting and/or auditing the Franchisee's compliance with the terms and conditions of this Agreement, including but not limited to, the Franchisee's compliance of the laws, regulations and policies, and that Franchisee agrees to extend all reasonable and necessary assistance to Beam and any statutory agencies.
 20. Franchisee 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 Beam on demand without delay, contest or protest.
 21. For the services provided by the Franchisee, Beam shall give the Franchisee Service Charges applicable to the Products/Services as notified by Beam from time to time as per the terms and conditions in vogue as published on its website www.beam.co.in.
 22. It is clearly understood by the Franchisee that Beam is not liable to make any payments to Franchisee towards SMS, internet, telephone, call charges or any other charges or taxes etc. incurred by the Franchisee in providing Products/Services.
 23. Franchisee shall advertise and promote the Products/Services near and around his Location.
 24. Franchisee shall exclusively use the Promotional Materials provided by Beam at prominent and appropriate exterior and interior locations in a manner that the same are conveniently and prominently visible to the Subscribers/Customers and public. The Franchisee shall not use any other advertising or promotional material (including its own advertising or promotional material) except with the prior written consent of Beam.
 25. Franchisee shall display all such symbols and names as well as promotional materials given by Beam, on its premises, place(s) of business, establishments) to inform the public about the Service. Franchisee's right to use or display Beam symbols and names shall be only for the term of this Agreement together with such promotional materials, if any, as Beam may require the Franchisee to display.
 26. Franchisee irrevocably authorizes Beam to include the Franchisee's name in any catalogue, directory or any other promotional material including its website as may be prepared or produced by Beam.
 27. Upon intimation by Beam, the Franchisee shall cease advertising or engaging in any other form of promotion which in the opinion of Beam, in their absolute discretion will jeopardize Beam's business interests.
 28. Franchisee 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 Beam, which having business similar to that of Beam and/or providing Products/Services similar to that being provided by Beam. Franchisee agrees that the decision whether a business / Products/Services is similar to that of Beam rests with Beam only.
 29. Franchisee agrees on its own behalf, and on the behalf of its affiliates, subsidiaries, employees, offices and directors/partners, that neither it nor they will, during the term of this Agreement and for one year after its expiration or termination 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 Franchisee, its affiliates, subsidiaries, employees, offices or directors/partners engaging in activities which are inconsistent with the obligations to Beam under this Agreement or would tend to cause public confusion.
 30. Franchisee shall not during the Term of this Agreement permit to be provided at any of the Location, or at any place which is near a Location and which is under the control of the Franchisee, its affiliates, subsidiaries, employees, officers or directors/partners for another service or any business which would involve activities inconsistent with this Agreement.
 31. The relation of Beam with Franchisee is non exclusive and that the Franchisee is an independent contractor. Nothing contained in this Agreement shall establish a partnership, joint venture, or other relationship between the Franchisee (including its employees) and Beam and nothing shall establish the Franchisee's position as a procurer, broker, mandatory, commercial agent, contracting representative, or other representative of Beam. When providing the Products/Services, the Franchisee shall act as an independent vendor/contractor, acting in his/her own name, at his/her own responsibility, and on his/her own account. Further that the Franchisee is not to employ or agent of Beam, nor a partnership, joint venture, or collaboration created between Franchisee and Beam. Franchisee is not authorized to incur any debt or other obligation of commitment in any manner whatsoever on behalf of Beam.

30. That Franchisee shall give all such information on such forms or formats or otherwise as may be desired by Beam, from time to time. Further, the Franchisee agrees to supply without restriction, demand or protest, access to his records referred in the Agreement to Beam for the purpose of inspection, audit and verification of the same. Furthermore the Franchisee acknowledges and agrees that the records referred in this Agreement shall remain at all times the property of Beam, and that the Franchisee shall hold the same as trustee of Beam.
31. The Franchisee represents and warrants that it will not collect, retain, process or otherwise handle any personal data or information in respect of Subscribers/Customers without the prior written consent of Beam, except for the purposes of this Agreement.
32. Franchisee shall co-operate fully with the Beam implementing all procedures required for the protection of Subscriber/Customer privacy and confidentiality.
33. Franchisee 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.
34. Notwithstanding anything contained in the Agreement, Beam shall not, under any circumstance whatsoever, be under any liability to the Franchisee or to any other party for any loss or damage (including consequential loss and/or damage, and/or loss of profit and/or loss of business) caused or incurred arising directly or indirectly relating to the Products/Services under this Agreement.
35. Franchisee acknowledges and agrees that all trade names, trademarks, service marks, copyright and other property rights of Beam will remain the exclusive property of Beam. Franchisee 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.
36. Franchisee acknowledges and agrees that all Subscriber/Customer information is and will always remain the exclusive property of Beam and shall not be transferred, disclosed or used by the Franchisee or any other party for any purpose, in any manner whatsoever without the prior written consent of Beam.
37. 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 Beam forthwith if the Franchisee commits any breach of the terms of this Agreement.
38. 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.
39. Beam may, at its own discretion, terminate this Agreement forthwith and without notice and/or compensation if:
 - a. Franchisee commits breach of any of the terms and conditions mentioned in this Agreement.
 - b. Franchisee acts in a manner which is prejudicial to the interests of Beam.
 - c. Franchisee performance is found unsatisfactory and fails to provide Services to the Subscribers/Customers as stipulated by Beam from time to time as published on its website www.beam.co.in.
 - d. Franchisee goes into liquidation, insolvency, whether voluntary or compulsory or under the provisions of any enactment of statute or, enter into a compromise with his creditors.
 - e. Beam discontinues temporarily or suspends or permanently discontinues the Products/Services.
 - f. Franchisee contravenes provisions of any statutory compliance / provision(s) of law(s).
 - g. Franchisee'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
 - h. If Franchisee 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 Franchisee has been given written notice by Beam.
40. If Franchisee violates:
 - a. the exclusivity provisions contained in the Agreement; or
 - b. any law or regulation relating to the provision of the Product/Services, including but not limited to any limitations imposed on the Product/Services by any statutory compliance / provision(s) of law(s); or
 - c. the obligation set forth not to charge any fees/charges from the Subscriber/Customer for any Products/Services transaction then Beam will have the right to terminate or suspend this Agreement immediately and Beam will have the right immediately to take any action in order to prevent the Franchisee from continuing to offer the Products/Services.
41. Beam has the right to terminate this Agreement with less than THIRTY (30) Days notice to Franchisee upon any liquidation or control or ownership of Franchisee or upon the commencement against Franchisee of any proceedings relating to bankruptcy, insolvency, liquidation or similar proceedings.
42. Following Termination, the Franchisee shall:
 - a. promptly, within Seven (7) Days, render a full accounting to the Beam 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 Beam all amounts, fees, charges including foreign exchange gains owed to Beam in respect of the Products/Services, including any amounts remaining unpaid;
 - c. immediately remove or permit Beam to remove all signs, displays or other materials containing Beam name or logo and shall immediately cease to hold itself out as providing Services;
 - d. refer all inquiries regarding the Products/Services to Beam 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.
43. Waiver of a breach of any term or condition of this Agreement by either Beam or the Franchisee shall not be deemed or construed to be a waiver of any subsequent breach of the same or another term or condition.
44. Franchisee shall not at any time during the Term of this Agreement:
 - a. assign any of its rights, benefits or entitlements under this Agreement to any other party in any manner whatsoever; or
 - b. sell, transfer or otherwise dispose of a significant portion of its assets in any manner whatsoever.
45. The Franchisee represents and warrants that its capability required to successfully complete the works contained in this Agreement. Also that the Franchisee and the signatory signing this Agreement for and on behalf of the Franchisee have the right to enter into this Agreement. Further that the Franchisee's obligations under this Agreement are legal, valid and binding obligations enforceable in accordance with its terms.
46. There are no legal proceedings pending against the Franchisee, which may have an adverse material impact/effect on the Franchisee's ability to perform and meet its obligations under this Agreement. Franchisee confirms if any legal quasi judicial proceedings / actions are initiated, the same will be immediately notified to Beam.
47. Franchisee warrants that:
 - a. It does and shall always do in the future only such activities which are permitted under the law.
 - b. It has ever been convicted.
 - c. It shall use all reasonable means possible to ensure no suspicious and/or convicted person(s) are employed by the Franchisee.
 - d. It shall not use the Product/Service to do/carry out any illegal activity in any manner whatsoever.
 - e. All statements of fact contained herein which are within the knowledge of the Franchisee are true and complete.
48. Nothing contained in this Agreement shall be affected due to any indulgence(s) and/or forbearance(s) granted/afforded by Beam to the Franchisee at any time.
49. Performance by either Party of any of its obligations hereunder shall in any way be prevented, interrupted or hindered due to any act of war, civil disturbance, strike, lock out, natural calamities or restriction of any Government authority, service or network or both of telecommunication operator(s) not working/malfunctioning, systems and applications of Beam not working/malfunctioning, or any other circumstances beyond the control of such party the same shall be referred as Force Majeure. The obligations of the party concerned shall be wholly or partially suspended during the continuance of Force Majeure condition/condition of such event, to qualify for Force Majeure under this contract, must be accepted/certified by either any statutory governmental body/agency or the local Chamber of Commerce & Industry, if the Force Majeure conditions continue for a period of more than Ninety (90) days, the Parties will at liberty to terminate this Agreement.
50. Franchisee agrees not to give/part with the Products/Services, payments or cash on any account whatsoever to any Beam employee (including sales staff in the field) and if the Franchisee acts contrary then Beam shall not be responsible for the consequences in any manner whatsoever.
51. Franchisee shall indemnify and agree to indemnify and agree to indemnify Beam as per the written communication by authorised signatory of Beam and not on any communication issued by Beam's sales staff in the field.
52. Franchisee indemnifies Beam in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by Beam arising directly or indirectly from or in connection with breach of obligations by the Franchisee as contained herein and/or due to any transaction between the Franchisee and Subscriber/Customer or Beam. Franchisee further indemnifies Beam against all claims, losses, damages, actions, costs, expenses, interest and other charges which are suffered, incurred or sustained by Beam as a result of or arising from the use or misuse of the Equipment and or use of Nickname/Allas (mentioned in the application) inter alia in providing Products/Services and use/association of Franchisee's name with the same. Franchisee is exclusively and solely responsible for use of Nickname/Allas (mentioned in the application) and indemnifies Beam against any legal action/loss/damage suffered by Beam on account of the same or any other act in any manner whatsoever.
53. This Agreement is not assignable but in case of the Franchisee being an individual or individuals shall bind his or their respective estates. Beam is entitled at any time to assign this Agreement or any of Beam's rights and obligations herewith in favour of any subsidiary or associated company of Beam or to any other person and to sub-Agreement or appoint any agent or agents to carry out any of Beam's obligations herein.
54. Franchisee acknowledges and agrees that the Franchisee has not entered into this Agreement in reliance on any representation statement or warranty (whether written or oral) and where any such representation or warranty is implied by Beam, other than those as expressly set out herein.
55. This Agreement constitutes the entire Agreement between Franchisee and Beam pertaining to the subject matter herof and supersedes in their entirety all written or oral Agreements between the Parties.
56. If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions herof shall remain unaffected and shall continue in full force and effect.
57. Franchisee agrees that Beam 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 to Beam to the Franchisee.
58. Franchisee agrees that Beam 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 Franchisee agrees to accept such amendments without contest/protest or demur.
59. Franchisee agrees that the decision of the Franchisee to accept or decline the Products/Services which do not conform to the terms and conditions of the incentives/ schemes / contests / discounts / activity notified in writing by Beam from time to time. In any case, no claim shall be entertained if the same is remedied after Three (3) Months from the date the claim arose.
60. 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 herewith, the Franchisee 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 any later occasions.
61. Notwithstanding any other provision to the contrary herein, terms which by their nature survive termination or expiration of this Agreement shall bind the Parties following any expiration or termination of this Agreement.
62. In the event of the dissolution of the Franchisee, for or change in the ownership of the Franchisee, or its merger with another company or 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 Franchisee shall have to get approval from Beam.
63. It is agreed by the Parties that any other agreement(s) / understanding(s) present and/or future between Beam and the Franchisee whether as merchant, distributor, dealer, stocker, super stocker, distributor, class of franchisee, direct sales associate, by whatever name called, 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.
64. 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 and/or oral.
65. 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.
66. Franchisee undertakes and agrees that he/she will comply with all relevant laws of the Railway e-tickets, rules, and regulations and observe f terms/transparency and will act in conformity with all relevant agreements/pacts entered into between IRCTC and Beam and that he/she solemnly affirms that, he/she
 - a) will not commit himself/herself to take all measures necessary to prevent corruption.
 - b) will not overcharge for e-tickets.
 - c) will not use wrong ID.
 - d) will not overcharge for or cancellation of tickets.
 - e) will not tamper with software and not manipulate ERs and will not share the agents IDs.
67. The terms and conditions of this Agreement may be modified, deleted or amended in writing, when only signed by Managing Director of Beam.
68. 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 be appointed as per the Indian Arbitration Act 1996 as amended. It is agreed by both the Parties that Chief Justice of Delhi High Court shall appoint the Sole Arbitrator. The arbitration proceedings shall be conducted in New Delhi. 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 the Sole Arbitrator and arbitration proceedings shall be borne equally by the parties.
69. The parties hereby agree that dealings under this Agreement are subject to the exclusive jurisdiction of the Delhi Courts only.