

Terms and Conditions

- The Second Party agrees and understands that it may participate in the booking by way of sale/lease of such units in the said Projects as may actually be confirmed for booking by the First Party (hereinafter referred to as the "PERMITTED UNITS").
- The Second Party may organize and facilitate bookings for the said Projects by way of sale/lease of the Permitted Units ("BOOKING") (depending upon the availability of such Permitted Units), as per intimation/confirmation by the First Party and as per the rates and in conformity with the terms and conditions prescribed by the First Party from time to time for each of such Projects.
- In consideration of the services to be rendered under this agreement by the Second Party, the First Party shall pay a "PROFESSIONAL SERVICE FEE" to the Second Party in accordance with the rates and targets specified in SECHDULE 2 annexed hereto.
- In the event that the bookings done by the Second Party for any of the Permitted Units in the said Projects are on behalf of an Associate Company of the First Party, then the billing for the Professional Services Fee for such Units shall be done directly on such Associate Company and the payments shall also be received by the Second Party directly from the concerned Associate Company.
- In the exercise of its right under this Agreement, the Second Party shall not be deemed to have the power or authority to bind the First Party in any manner whatsoever or to execute any document on behalf of the First Party or create any other obligations on the First Party whatsoever or on its behalf. By this Agreement, the First Party has appointed the Second Party as its distribution and Marketing partner for the sole purpose of facilitating the booking for allotment/sale/lease of the Permitted Units of the said Projects.
- The First Party agrees that the Professional Services Fee due to it shall be released in the manner mentioned hereunder in accordance with the determination thereof under Schedule-II :
- In case of ready possession Units (Down Payment Plan) the First Party shall pay the Professional Services Fee due to the Second Party after receiving first disbursement or payment due payable at the time of booking as per the schedule of payment of the First Party of the total sale value from the client.
- In case of under construction Units (construction linked/instalment payment plan) the First Party shall pay 100% of Professional Services Fee to the Second Party after receiving 20% of the total sale value from the client.
- The Second Party shall keep strictly confidential and not disclose any such information pertaining to the First Party that is revealed to it or becomes known to it during the course of its interaction with the First Party. The Second Party understands and agrees that unless specified otherwise in writing, all information revealed to it during the course of such interaction shall be deemed to be confidential, proprietary and being of a sensitive commercial nature.
- The term of this Agreement shall be for 36 (Thirty six) months commencing on the date of execution of this Agreement. Either party will have the right to terminate this agreement by either party giving a 3month notice in writing to other party clearly stating its intentions to terminate the agreement.
- Upon termination of this agreement, the first party will within 7 days remit all outstanding dues and payments that will arise from any outstanding commissions or preapproved expenses incurred by Second party on behalf of the first party.
- Immediately upon the termination, the Second Party shall within 7 days be obliged and bound to return all the official documents, brochures, advertising material, customer data, display material and all other items given by the First Party without any demur or protest.

- The Second Party understands that it is a NON-EXCLUSIVE DISTRIBUTION agreement and the First Party has the right to appoint any other direct Channel Partner/ Marketing Associate for the said territory that is defined as India.
- The First Party agrees that the Second Party may organize booking of the Permitted Units through the Second Party's offices in various cities on behalf of the First Party and for that purposes the Second Party may;
- Publish advertisements, in its individual capacity as a channel partner on behalf of the First Party at the First Party's own cost and expenses, after getting them vetted, approved, and obtaining the prior written consent therefor from the First Party. Use its name and logo as a co-branding in various advertisements and other marketing collaterals used to promote the Permitted Units.
- Appoint the desired number of sales professionals/agents/sub-brokers or by whatever name called ("Appointees") during the period of contract at the Second Party's own responsibility, cost and expenses.
- For the removal of doubt, it is clarified that the First Party shall not have any relationship whatsoever with any such Appointees of the Second Party or any of the associates, employees, etc., of the Second Party and the Second Party shall alone be responsible on their account or to them as the case may be.
- The Second Party agrees and undertakes that it shall at all times: Ensure timely and accurate implementation of the legal documentation to be executed between the First Party and the buyer/customer such as Booking Form, Term Sheet, Allotment Letter, Agreement for Sale, Sale Deed and all other requisite documents, in the prescribed Format of the First Party without any modification/amendment thereto whatsoever.
- The First Party authorizes the Second Party to place its sign-board as a "Distribution Partner" for the Permitted Units of the Projects referred to herein during the term of this Agreement. Upon expiry or earlier termination of this Agreement, the Second Party and/or its Appointees shall immediately cease to use such Sign boards or other material that may indicate their association with the First Party. The Second Party is strictly prohibited for issuing or publishing any statements in print or audio-visual media or through any other mode relating to the said Projects either in its own name or on behalf of the First Party without the express prior written consent of the First Party. The Second Party shall not use or cause to be used, any material or information whether oral or written, other than what is specifically provided by the First Party in the application form or official documentation or publications of the First Party for the said Projects.
- The Second Party shall submit account payee Cheques/Demand Drafts/Pay Orders payable at par at such place and in such manner as directed by the First Party, from its customers against the facilitated bookings of the said Projects and submit such instruments to the First Party within the prescribed time and obtain appropriate receipt from the First Party. The Second Party is strictly barred from collecting or receiving cash against booking(s)/Instalment or from issuing receipts/acknowledgements to the customers in its own name.

Both parties hereby indemnify and undertake to keep its assignees, nominees and its officers/employees fully saved indemnified and harmless from and against all consequences actions, claims, loss (save and except business losses), liability, suits or proceedings arising on account of any breach or violation by either Party, its Appointees, associates, representatives, employees, etc., of the terms and conditions of this Agreement or any regulations or law for the time being in force or in the event that any of its representations or warranties being found to be untrue at any point of time or on account of the breach of any of its obligations hereunder. Either Party hereby accepts, acknowledges and understands that this indemnity would cover all acts of commission and omission on the part of the personnel, representatives and/or any other person claiming under either Party and the above obligations contained in this Clause shall survive the termination or closure of this Agreement.

That in the event the Second Party appoints any employees, agents, sub-agents or sub brokers all

such appointments shall be entirely at the risk and cost by the Second Party and the First Party shall not be responsible or liable to make any payment to such parties.

In the event of any dispute or difference between the Parties, with regard to interpretation of the terms of this Agreement, or performance of the respective obligations or any other issue arising between the parties out of this Agreement, the same shall be referred to and resolved through arbitration. The Parties shall appoint a sole arbitrator with mutual consent and in case therein no agreement on the name of arbitrator, then either Party can have the sole arbitrator appointed under the provisions of the Arbitration and Conciliation Act, 1996. Such arbitration proceedings shall be held in Bangalore and all proceedings, whether the same pertain to any Award or interim order of the arbitrator or under this Agreement, the Court in Bangalore shall have exclusive jurisdiction.