

# CHANNEL PARTNER AGREEMENT

between

ASSETZ PROPERTY GROUP

and

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Residential



Commercial



Mixed use



## AGREEMENT FOR CHANNEL PARTNER

THIS AGREEMENT is made and executed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_ (“Agreement”)

### BY AND BETWEEN

Assetz Property Group companies all represented for the purposes herein through M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956 having its corporate office at Embassy Icon Annexe, 2/1, Infantry Road, Bangalore 560001, through its authorized Signatory, Sh. \_\_\_\_\_ duly authorized in this behalf, (hereinafter referred to as the “FIRST PARTY”, which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives and assigns) of the FIRST PART;

### AND

Mr. / Ms. / M/s. \_\_\_\_\_, having PAN No \_\_\_\_\_, Service Tax No \_\_\_\_\_ and its office at \_\_\_\_\_ through its Proprietor / Managing Partner / Partner(s) / Director \_\_\_\_\_, (hereinafter referred to as the “SECOND PARTY”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors, legal heirs, executors, administrators legal representatives, permitted assigns, Sub-Brokers, Agents, Sub-Agents, etc.) of the OTHER PART;

(The FIRST PARTY and the SECOND PARTY shall hereinafter be individually referred to as the “PARTY” and collectively as the “PARTIES”).

WHEREAS:

- A. The First Party is in the business of development and construction of residential group housing complexes and commercial complexes in Bangalore, Karnataka.
- B. The First Party is currently developing various residential/commercial projects across Bangalore, a selection of these projects, whose units are available for commercial launch in the market as more fully described in SCHEDULE-I annexed hereto and is hereinafter referred to as the said “PROJECTS”. The First Party may, at its sole discretion, update and modify the Schedule-I from time to time through memos/notices/circulars released by the First Party, even though these may not have been individually communicated to the Second Party. All such modifications shall be binding on the Second Party from the time of their release and the Schedule-I hereto shall automatically be deemed to have superseded prospectively by any such updated Schedule-I. The First Party is well and fully constituted, authorized and empowered to sell and market the permitted units in the said Projects.
- C. The Second Party has represented itself to be a Real Estate Selling agent and is inter-alia engaged in the business of organizing/facilitating marketing and sales of real estate products viz., plots, apartments, flats, villas, shops, commercial space etc. The Second Party has further assured and warranted to the First Party that it has the wherewithal and capacity to bring bookings for sizable volumes of the units in the said Projects.
- D. Having regard to the reputation, brand name and goodwill of the First Party and after satisfying itself with regard to the same, the Second Party has requested the First Party to allow it to organize bookings against the said Projects. The Second Party on its part undertakes to observe the terms and conditions contained herein in letter and spirit.
- E. It has been made clear by the First Party and the Second Party understands and accepts that the use of the word ‘Partner’ in the nomenclature ‘Channel Partner’ does not imply the existence of any partnership between the Parties and nor shall it constitute any joint liability of the First Party on account of the action of the Second Party or in any other manner whatsoever. The relationship between the Parties is on a Principal-to-Principal basis created by and

subject to the present Agreement. Any use or publicity of the word 'Channel Partner' by the Second Party shall be interpreted accordingly and the Second Party accepts that it shall be obligated to make adequate disclosure to its customers and referrals in this regard.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:**

1. The Second Party agrees and understands that it may participate in the booking by way of sale 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").
2. The Second Party may organise bookings for the said Projects by way of sale 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.
3. In consideration of the services to be rendered under this Agreement by the Second Party, the First Party shall pay "PROFESSIONAL SERVICES FEE" to the Second Party in accordance with the rates specified in SCHEDULE-II annexed hereto. The First Party may, at its sole discretion, update and modify the Schedule-II from time to time through circulars and all such modifications shall be binding on the Second Party. Schedule-II hereto shall automatically be deemed to have been superseded prospectively by any such updated Schedule-II. Over and above the Professional services fee, the First Party shall make provisions for and communicate to the Second party performance linked rewards and incentives, as applicable.
4. It is clearly understood and agreed by the Second Party that the entitlement of Professional Services Fee on the said bookings made by the Second Party shall always be subject to the approval/confirmation of such bookings by the First Party as well as the entitlement set out in Clause 9. No other compensation, fee or expenses whatsoever, other than the Professional Services Fee, prescribed in the Schedule-II shall be paid/reimbursed by the First Party. The payment of Professional Services Fee shall at all times be subject to deduction of applicable statutory taxes.
5. In case, the First Party executes/records the sale of any Permitted Units through any one else, not being the Second Party, then the Second Party shall not be entitled to any Professional Services Fee therein whatsoever.
6. The Parties agree that the billing for the Professional Services Fee for bookings shall be done directly on the respective group company of the First Party developing and marketing the project and the payments shall also be received by the Second Party directly from the concerned group company.
7. 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 merely appointed the Second Party as its Channel Partner/Marketing Associate on the terms and conditions contained herein.
8. 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:
  - i. In case of upfront Down Payment Plan – total Professional Services Fee due shall be payable upon the happening of all the following events i.e.
    - (a) Signing of Buyer's Agreement; and
    - (b) Encashment of the cheques/receipt of total Payment receivable except amount due on possession.

ii. In case of Construction linked / installment Payment Plan

STAGES OF PAYMENT	PART OF PROFESSIONAL SERVICES FEE TO BE RELEASED
20% and signing of Agreement	100%

PROVIDED however, that in case the Booking is cancelled at any stage for any reason whatsoever, the Second Party shall cease to be entitled for any Professional Services Fee for such cancelled unit.

All Invoices claiming the Commission to have the following to be eligible for processing the Invoice;

- a) Invoice in duplicate having contact details duly sealed and signed by the Second Party along with PAN and Service Tax Numbers
- b) Second Party to ensure the validity of the contract at the time of Invoice submission, if not, get the same renewed with the First Party and then submit the Invoice for processing

PROVIDED FURTHER that the Professional Services Fee or any part thereof for such cancelled unit, if already received by the Second Party shall be refunded by the Second Party to the First Party or shall be recoverable by the First Party against the Professional Services Fee payable to the Second Party at the sole option of the First Party.

- 9. 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 Second Party further undertakes that it shall also require its employees, partners, etc., and anyone else acting on its behalf to adhere to this non-disclosure and confidentiality clause and towards this end the Second Party shall always remain responsible at all times. This Clause shall survive the termination or cessation of this Agreement.
- 10. Notwithstanding anything contained herein, the First Party if it so desires, shall also be fully entitled to sell the said Permitted Units either by itself or through any other Channel Partners for which the Second Party shall have no objection. The Second Party understands that it is not an exclusive Channel Partner/Marketing Associate of the First Party and the First Party is free to appoint as many Channel Partners/Marketing Associates as it deems appropriate.
- 11. The First Party agrees that the Second Party may organize booking of the Permitted Units through the Second Party's offices if any, in various cities and for that purposes the Second Party may;
  - a. Publish advertisements, in its individual capacity at the Second Party's own cost and expenses, after getting them vetted, approved, and obtaining the prior written consent therefor from the First Party.
  - b. 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.
  - c. Use its own infrastructure, brand equity, goodwill, expertise etc., to sell the Permitted Units at the Second Party's own cost and expenses.

12. The Second Party agrees and undertakes that it shall at all times:
  - a. Ensure timely and accurate implementation of the legal documentation to be executed between the First Party and the buyer / customer such as Application Form, Apartment Buyers' Agreement, Conveyance Deed, (if required) etc., in the prescribed Format of the First Party without any modification / amendment thereto whatsoever.
  - b. Assist in timely collection of payments from the customers if requested by the First Party and hand over the same to the First Party immediately but not later than within 24 hours of collection from the customers
  - c. Ensure active interface and facilitation on behalf of the First Party as well as the customer for the successful conduct of the relationship right through the handing over of the Unit to such customer.
13. It shall be the responsibility of the Second Party to extend support and provide clarifications as may be required by the prospective customers introduced by the Second Party and to ensure that the payments are received in accordance with the payment plan of the First Party. Further, the First Party shall not be obliged to communicate every revision in rates to the Channel Partners individually and it shall be the responsibility of the Second Party to keep itself abreast of the prevailing rates, price lists, terms and conditions, rules, regulations governing the said Projects as may be issued, amended or updated by the First Party from time to time.
14. The First Party authorizes the Second Party to place its sign board as an authorized 'Channel Partner' for the Permitted Units during the term of this Agreement. The First Party may also, at its sole option, give the name of the Second Party / its contact details in its advertisement and campaign for the selling of the Permitted Units.
15. Advertisement of all nature, including but not limited to printing of sale promotion materials like brochures, pamphlets, applications, audio-visual campaigns etc., shall be the sole responsibility of the First Party and all the costs towards such expenses shall be borne by the First Party. The Second Party is strictly prohibited from using such material or the logo of the First Party in any manner whatsoever or from issuing or publishing any statements or advertisement in print or audio-visual media or through any other mode relating to facilitation of bookings of the said Projects either in its own name or on behalf of the First Party without the express 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.
16. Notwithstanding anything contained herein, the Second Party understands and agrees that the rates prevailing at the time on which the Application form for the booking of the Permitted Units approved by the First Party shall apply and not the rates on which Second Party has taken the booking from its customers. The First Party reserves the right to reject any bookings facilitated / made by the Second Party without assigning any reason therefor. The bookings facilitated by the Second Party shall always be subject to the confirmation of the First Party. Further, the First Party shall have the right to amend, modify, delete or add to the terms and conditions for booking and transfer of the Permitted Units booked through the Second Party. This shall be without prejudice to First Party's right to reject the said booking at later date due to reasons of misrepresentations or factual inaccuracies if any on part of Second party / Customer referred by him/her.
17. 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)/installment or from issuing receipts/acknowledgements to the customers in its own name.
18. The Second Party understands and agrees that the First Party shall solicit and process feedback from its customers on the quality of services rendered by the Second Party. The Second Party further agrees that its performance under this

Agreement shall be evaluated on two criteria viz, namely, sales turnover for the Permitted Units as per the targets given by the First Party and the quality of services rendered by the Second Party to the customers serviced by the Second Party. Poor performance on either account, as determined in the sole opinion of the First Party, shall be sufficient by itself to constitute breach of its obligations by the Second Party.

19. The Second Party assures the First Party that it shall not indulge in any action that may bring disrepute or cause loss of reputation or monetary loss to the First Party or participate in or be a party to any campaign against any interest of the First Party either directly or indirectly.
20. Any assurance/promise made to the prospective customers outside the scope of the mandate in this Agreement for facilitating the bookings, or luring the prospective customers with false, frivolous or misleading promises/assurances by the Second Party on behalf of the First Party, shall be entirely at the cost, risks and consequences of the Second Party and the First Party shall not under any circumstances be held responsible for any consequences that arise out of such unauthorized assurances/promises. The Second Party hereby indemnifies and undertakes to hold the First Party saved, harmless and indemnified in this regard.
21.
  - (a) If the Second Party commits any breach of the obligations under this Agreement or if any damage or loss is caused to the First Party on account of any breach or non-compliance of any of the terms and conditions of this Agreement by the Second Party, then in that event the First Party may without prejudice to any other remedies, available to it under law, be entitled to terminate this Agreement, by way of a termination letter and this Agreement shall forthwith and automatically stand terminated immediately upon receipt of such termination letter by the Second Party or within 03 days of dispatch of the said letter whichever is earlier. Thereupon the Second Party shall cease to be entitled to any Professional Services Fee or any part thereof from the First Party. Further, the First Party shall be entitled to recover all such losses and/or damages that the First Party may suffer because of any such act of omission or commission by the Second Party.
  - (b) Notwithstanding anything contained herein, the First Party, shall at all times, have the unfettered right to cancel/terminate this Agreement merely by giving a 15 days notice to the Second Party without assigning any reason therefor. No further communication by the First Party shall be required and this Agreement shall be deemed to be terminated upon lapse of 15 days from the dispatch of such communication.
  - (c) Upon termination under this Clause, the Second Party, shall not be entitled to deal any further on behalf of the First Party in any manner whatsoever and all authorization and arrangement that the Second Party enjoys by virtue of this Agreement shall stand revoked and withdrawn forthwith and any existing liability against the Second Party already accrued shall be adjusted by the First Party against the dues/amount payable to the Second Party in its record. This would be without prejudice to any legal remedies available with the First Party against the Second Party.
  - (d) Immediately upon the termination, the Second Party shall be obliged and bound to return all the official documents, brochures, advertising material, display material and all other items given by the First Party without any demur or protest.
22. The Second Party shall be bound to comply with all applicable laws and future legislation or government/court directions/orders as may be applicable to the business operations of the Second Party. Furthermore, the Second Party agrees to conform to the standard operating procedures, rules, or restrictions as laid down by the First Party for the conduct of the relationship between the Parties and discharge of its professional services/business hereunder by the Second Party.
23. The Second Party hereby indemnifies and undertakes to keep the First Party, its assignees, nominees and its officers/employees fully saved indemnified and harmless from and against all consequences actions, claims, loss, liability, suits or proceedings arising on account of any breach or violation by the Second 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. The Second 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 the Second Party and the above obligations contained in this Clause shall survive the termination or closure of this Agreement.

24. The relationship between the Parties shall be on a Principal-to-Principal basis and nothing contained in this Agreement shall be deemed to constitute the Second Party as a partner or agent of the First Party and nor shall this Agreement be deemed in any manner to confer on the Second Party the power to bind or impose any obligation or pledge the credit of the First Party.
25. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, shall be renewable on a yearly basis on mutually agreeable terms and supersedes the previous agreement executed between the Parties.
26. Any controversy or claim arising out of or relating to this Agreement or any alleged breach thereof, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the arbitral tribunal shall consist of a sole arbitrator, to be appointed by the Board of Directors of the First Party. The Second Party understands, agrees and hereby confirms that it shall not raise any objection as to the person appointed as Arbitrator or as to the fairness of such arbitrator on the grounds that such arbitrator is nominated by the First Party or is its employee, consultant or advocate or otherwise connected to it and the Second Party further confirms that any such objection, if taken, shall be ignored and treated as null and void. The decision of the arbitrator so appointed shall be final and binding upon the Parties. The governing law shall be Indian law and the proceedings shall be held at Bangalore and conducted in English language.
27. Any notice or other communication required or permitted to be given between the Parties hereto shall be in writing and duly addressed to the Parties at their respective addresses specified hereinabove or to such designated communication address notified in writing by courier and by registered post, acknowledgement due.
28. The Second Party shall always remain bound and hereby undertakes to inform the First Party with regard to any change in its structure and constitution vis-à-vis ownership, change in name, change in the bank account or its authorized signatory, etc., by way of a written communication within 15 days from such change along with the relevant documents.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands unto this Agreement on the day, month and the year first hereinabove written in presence of the following witnesses.

\_\_\_\_\_  
FIRST PARTY

\_\_\_\_\_  
SECOND PARTY

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_



**SCHEDULE - I**

**LIST OF MARKETABLE PROJECTS**

The Second Party shall be entitled to market all the projects currently being developed M/s Assetz Property Group and its subsidiaries.

**SCHEDULE - II**

**PROFESSIONAL SERVICES FEE RATES AND TURNOVER TARGETS TO BE ACHIEVED**

PROFESSIONAL SERVICE FEE	2% of Basic Sale Value* + Service Tax
Other incentives as communicated by First Party to Second Party from time to time	

\*Basic Sale value would be inclusive of FRC (Floor Rise Charges), PLC(Preferential Location Charges) and Car Park.

\_\_\_\_\_  
FIRST PARTY

\_\_\_\_\_  
SECOND PARTY

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_





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