

ADARSH Group Channel Partner /Agency Appointment Letter (Domestic)

Registration Form

PLEASE READ

1. Please be sure you understand all the terms & conditions printed on the reverse page
2. Incomplete forms will lead to delay in processing your request.
3. All details requested for in this registration form is mandatory.

Vendor
Code:

DATE : 26/10/2023

COMPANY DETAILS

Company Name

PROP JOURNEY SERVICES

Date of Incorporation

19/09/2018

RERA NO:-

PRM/KA/RERA/1251/446/A6/220726/003045

GST Reg. No:

29BMPPM7785J1ZX

Registered Address:

101, VD CHANDRU COMPLEX, OLD MADRAS
ROAD, THAMBU CHETTY PALYA SIGNAL,

BANGALORE

City

560049

Pin Code

Communication Address:-

101, VD CHANDRU COMP-
LEX, OLD MADRAS ROAD, THAMBU
CHETTY PALYA SIGNAL, BANGALORE
WebSite www.propjourneyservices.com

Organization Type

☒ Sole

Proprietorship

☐ Partnership p

☐ Private
Limited

☐ Public Limited

☐ Others

DECLARATION

I hereby declare that all the information provided by me above is true to the best of my knowledge and belief and I am submitting this registration form to register with ADARSH Group as a Channel Partner and I agree and shall abide by the terms and conditions specified on the reverse of the page.

SIGNATURES & STAMP OF THE CHANNEL PARTNER
SIGNATORY

DATE

26/10/2023

For PROP JOURNEY SERVICES

Sisir K. Mohanta
Proprietor

Contact Person

SISIR KUMAR MOHANTA

Contact No

7795345772

Email

info@propjourneyservices.com

Address

Mobile

7795345772

Alternate Phone

Name of the Directors/ Partners

SISIR KUMAR MOHANTA

Name of the Directors/ Partners

Nature of Business

☐ Land Sourcing for Developers ☒ Residential Sales

☐ Commercial Sales

☐ Agricultural Land Sales

☐ Industrial Sales

☐ Project Consultancy

☐ Property

Management

☐ Rentals (Res./Comm.)

Member of any Association

☐ BRAI ☐ CREA ☐ Others

Membership Number

☐ Approved ☐ Not Approved

For ADARSH
DEVELOPERS

AUTHORISED

ADARSH GROUP
Corporate Office:
#2/4, Adarsh Hamilton Hotel
Langford Gardens, Richmond town Bengaluru 560 025
Mobile: +919731771476 Office: +91 80 41343305
www.adarshdevelopers.com

Kind attn.: Mr.

Dated

: (Address to be inserted)

Greetings from ADARSH GROUP!

Further to our discussion and based on your submission of the following

- ☐ Documents: RERA Registration Certificate/Number;
- ☐ Copy of PAN card (*Original to be produced for verification at the time of signing letter*);
- ☐ Copy of GST Registration certificate/Original GST exemption declaration (*Original to be produced for verification at the time of signing of this letter*);
- ☐ Business card;
- ☐ Address Proof of place of business;
- ☐ Certificate of Incorporation (in case of company); Form C Registration Certificate (in case of partnership firm); Firm Registration Certificate, if any, (in case of a proprietorship firm);
- ☐ Cancelled cheque of the account you wish to receive funds in.

We are pleased to issue our Agency Appointment Letter ("Letter") with the following terms And conditions. Please sign and return a copy of the same for our records.

Terms and Conditions

1. Adarsh Group ('Company') is engaged in the business of developing residential and commercial real estate projects in and around Bengaluru.
2. Company is looking out for an experienced Channel Partner in marketing, promoting and facilitating the sales of flats/units/villas/row-house/Plots/spaces in residential real estate projects based on which the said Channel Partner has offered his/its service to market, promote and facilitate the sale of residential projects developed by Company, based on the representations, assurances made by Channel Partner, Company is willing to engage and appoint the Channel Partner to provide the business services.
3. The Channel Partner has also represented Company that he/it has the requisite skill, knowledge, experience, expertise, infrastructure and capability to market the aforesaid Companies products and further that he/it has the requisite trained and experienced persons to perform the functions in terms of this Appointment Letter.
4. Based on the said representations made and warranties assured by the Channel Partner, Company has agreed to engage and appoint the Channel Partner to provide Business Services to Company on a non-exclusive basis, subject to the terms and conditions of this Appointment Letter.
5. The Company is pleased to empanel you as one of our Channel Partner/Agent on non-exclusive basis for the limited purpose for promoting sale of flats/units/villas/row-house/plots/spaces of our Residential Projects. It is agreed that the Company may at its sole discretion is entitled to appoint other Channel Partners for promoting the sale of flats/units/villas/row-house/plots/spaces of our Residential Projects for which you are appointed on such terms and conditions as the Company may desire and you cannot take exception to the same.
6. It is also agreed that, you are not authorized to represent us as 'Sole Selling Agents' for residential Projects.

7. Channel Partner agrees and acknowledges that he/it is registered as a real estate agent in the state of Karnataka vide Registration/Certificate No. 220726/003045, as required under the Real Estate (Regulation and Development) Act, 2016 and Real Estate Regulation and Development Rules framed there under by a State. Channel Partner has informed the Company that he/it has registered himself/itself as a real estate agent and he/it shall keep the registration renewed from time to time and a copy of the registration, renewal and other relevant documents shall be submitted to the Company before marketing its Projects.
8. It is agreed that, the Channel Partner is required to quote RERA Registration Number of the Projects being promoted for Sale.
9. Channel Partner shall be eligible for the Commission/Fee as below for flats/units/villas/row-house/plots/spaces (exclusive of service tax) on the Basic Value (SBA x Rate/sqft) of transactions facilitated by you, subject to deduction of any taxes.
 - i) 2% (two percent) on 1st sale
 - ii) Developer has a rights to pay Extra/More commission to CP's in between 2-4 % according to their performance in Monthly/Quarterly/Half Yearly/ Annually Basis.
10. Channel Partner shall fill his/its invoice & submit it after the Company is in receipt of minimum payment of 20% (twenty percent) for apartments & Villas of the Agreement value from the customer & post signing of the Agreement. The Company shall make the payment of the aforesaid Commission within 60 (Sixty) working days of receipt of the Invoice. All payments shall be made in Indian Currency only and will be remitted by authorized banking channels subject to deduction of all applicable taxes and GST at source in compliance with the applicable laws that are in force.
11. Channel Partner will have to raise the Invoice within 45 days of the Registration of the Agreement signed by both the parties for which the Channel Partner has to be in touch with his Customer/ Company as neither of them will be under any obligation to remind the Channel Partner to raise the Invoice. Channel Partner's claim to brokerage shall be declared as null & void if he fails to raise the Invoice within the mentioned timeline.
12. Channel Partner shall be entitled to book/sell and to solicit customers for any of the products as specified by the Company. The Channel Partner may also solicit prospective customer either for leasing/renting of any of the products so specified by the Company. Furthermore, the Channel Partner shall confirm with the Company of the availability of products before booking or committing to the prospective buyers. However confirmed unit is subject to availability at the time of booking or blocking the unit. It is hereby clarified that the Channel Partner shall not have the right to sign any document with the customer binding the Company and the Channel Partner shall only bring the customer to the company who alone shall have right to sign any binding agreement.
13. This Appointment Letter does not allow you to create a website in the name of our brand/sub - brands/projects. Our brand/sub-brands/projects should not form part of the domain name in your URL. The content and design of the website/microsite should prominently indicate your role as a Channel Partner for the Company and not to impersonate the Company, its Directors, its authorized signatory or any of its employees and nominees save and harmless against any and all liabilities, losses, damages claims, demand, suit or any action of whatever kind and howsoever; which may be commenced or threatened against the Company or any of them in relation to services rendered through the Channel Partner, provided such actions arise in respect of the facts/details provided by the Channel Partner or if the same is in respect of the responsibilities attributable to the Channel Partner. These obligations shall survive the termination of this Appointment Letter.

14. Channel Partner is requested to contact the Company or its representatives to check the availability of flats/units/villas/row-house/plots/spaces and its cost, rates before offering or committing to the Customers.
15. It is to be noted that, Channel Partner is not authorized to release any advertisements in any media, or mass communication with our name & logo without our approval/prior consent in writing. That the Company will not provide any marketing support to the Channel Partner, except supply of brochures and pamphlets. The Channel Partner shall bear all the incidental expenses including expense for site visits.
16. It is agreed that the subject matter should have the Companies prior written consent/approval and if the Channel Partner prints, advertises the Company projects without its approval in such case, the Company shall not bear any cost, expenses whatsoever incurred by the Channel Partner for such advertisements unless agreed upon.
17. The Channel Partner should not receive any payments directly from the Customer. It should be routed through the Company's Sales Team. Only with prior approval from the Company, Payments from the Customer should be collected in the respective Company's/project name, which will be indicated at the time of booking the flats/units/villas/row-house/plots/spaces. No cash transactions are allowed and/or accepted.
18. The Channel Partner needs to be mentioned as 'Lead Source' by the Customer in both the Enquiry form & the Application form, in the Customer's handwriting & with Customer's signatures, photographs, valid ID proofs wherever required. In case of over-writing, tampering or white-ink in the booking source space of the Application form, it will not be considered valid for payment of commission. No claim for commission/fee would be entertained, in the event of the 'Lead Source' name being not mentioned in both Enquiry Form and Application Form. Subsequent insertion of the 'Lead Source' name in either or both of them will not be entertained.
- 19. Channel Partner shall affix his Rubber stamp with Signature on all the applications that are booked by him.**
20. In case more than one Channel Partner claims the sale for the same unit, the Channel Partner's name as specified in the Customer's declaration (application form and enquiry form) only will be considered and Commission shall be paid to the concerned Channel Partner.
21. If more than one Channel Partner has committed a booking/sale of the same product to different Customers, the sale shall be confirmed by the Company in favor of the first of the confirmations received, irrespective of the price at which the Product is sold/booked. No brokerage shall be payable to the Channel Partner booking the rejected sale. If a sale is confirmed by the Channel Partner without prior confirmation from the Company of the availability of the Product, in the manner set out above, then the Channel Partner shall not be entitled for brokerage and the sale will not be completed.
22. At the sole discretion of the Company, if the Channel Partner is an existing Customer and has over-dues in installments, the commission pay-out shall be adjusted against those over-dues.
23. In event of cancellation of the booked unit by the Customer within 1 year (one) of booking, the Channel Partner agrees to refund/adjust against future dues of the brokerage to be paid by the Company.

24. The Channel Partner shall not engage in any negotiation with any customer on behalf of the Company unless consented by respective sales team or HOD.
25. The Channel Partner is encouraged to register their lead in advance by email to avoid multiple booking/ confusion in the future and that, the Channel Partner and its Sales person shall have some basic information, knowledge on the Company project/product to attract the Customers. Any Enquiry referred by the Channel Partner will qualify if it does not exist in our Enquiry management system. However in case of any duplication of enquiry, then the lead will be qualified towards Channel Partner, only if the same is older than/ inactive for more than 30 days in our enquiry management system.
26. Channel Partner as the Lead Source, cannot be combined with any other leadsources.
27. The Channel Partner should abide by expected ethical practices by not offering/sharing part of his/her commission offered by the Company with the Customer or by way of incentive or in any other form to sales/marketing staff of the Company.
28. Channel Partner shall maintain & preserve books of Account records and Documents in accordance with the provisions of the Income Tax Act, 1961.
29. Channel Partner shall be responsible to abide by all statutory rules, regulations, bye- laws, act(s) including provisions of the Foreign Exchange Management Act, 1999, in so far as the mode of payment and acquisition of immovable property by Non- Resident Indians and Foreign Nationals of Indian Origin are concerned is complied with, if applicable.
30. This Letter is valid until terminated by either party by giving 30 days' prior notice in writing or on the happening of any of the following events:
 - a) Your RERA Registration being not renewed from time to time.
 - b) Revoked by the Authority under the provisions of Real Estate (Regulation and Development) Act, 2016 and Relevant Rules.
31. You are required to comply with all the provisions of the Real Estate (Regulation and Development) Act, 2016 and Relevant Rules made there under.
32. You shall provide assistance to both Purchaser and the Company to exercise their respective rights and fulfill their respective obligations at the time of booking and sale of the flats/units/villas/row-house/plots/spaces of our Residential Projects.
33. Please note that the scope of agency service is fully detailed in this letter and anything done by Channel Partner beyond the scope provided in this Letter is not binding on the Company.
34. Channel Partner is required to maintain confidentiality of the terms of this Appointment Letter and the same shall not be discussed or disclosed with any Third Party or any other Developer. The Channel Partner shall strictly adhere to the guidelines laid down by the Company and shall not deviate from the same in any manner whatsoever.
35. You are liable to indemnify and keep the Company indemnified against all losses, claims, demands/disputes raised by the Customer/Purchaser of flats/units/villas/row-house/plots/spaces, in the event if the Channel Partner is involved in any unfair trade practices defined under RERA or for any other reasons.

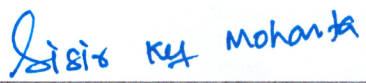
36. The Channel Partner shall always display that all sales are subject to acceptance by Company based on price and availability as per their records, collaterals and communications.
37. Breach of any of the above terms and conditions would lead to forfeiture of any unpaid commission and entitled by the Company to take necessary action as it may deem fit.
38. This Appointment Letter will be governed as per the Laws of India. Any dispute between the parties shall be subject to exclusive jurisdiction of the courts at Bangalore.
39. No modification or amendment shall be made to this Appointment Letter and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by the Parties.
40. In the event of a dispute or difference regarding the meaning or interpretation of the terms and conditions of this Agreement, the same shall be amicably settled between the parties and in the event the dispute and differences not being resolved or settled, the same shall be referred to Arbitration by a sole Arbitrator to be appointed by the Company. The Arbitration proceedings shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act, 1996. Any award so passed by the Arbitrator shall be binding on both the parties. The Venue of Arbitration shall be at Bangalore and the proceeding shall be in English language.

Looking forward to a mutually beneficial business relationship!

Thanking you

ADARSH Group Representative

I accept the above mentioned terms & conditions


Channel Partner Name: **SISIR KUMAR MOHANTA**

PROPJOURNEY SERVICES
Company Name: