



Channel Partner Agreement

Terms and Conditions

1. Selection of applicants is at the absolute discretion of PSR Builders and Developers may accept or reject the application.
2. The Company will not provide any marketing support to the Channel Partner. The Channel Partner shall bear all the incidental expenses including expense for site visits. All marketing Coordinates produced by the Channel Partner shall have been pre-approved by the Company in writing.
3. All discussions between PSR Builders and Developers and applicant and the information contained in the documents shall be confidential and shall not be disclosed to anyone except to the subsidiaries
4. A booking will be confirmed as complete only when the booking is accompanied by the complete set of documents as advised by the developer (i.e.) application form duly filled and signed by the buyer(s), pay order / cheque (subject to clearance) of the booking amount. Self – attested Pan Copy, proof of address and related customer information.
5. Any enquiry which is generated for PSR Builders and Developers, needs to be registered under the project interested by the client. Any enquiries generated already with PSR Builders and Developers prior to channel partner registering the lead shall not be considered as a sale and no commission charges shall be payable.
6. The channel partner is not authorised to negotiate the sale value or the terms of sale on behalf of the company.
7. The Channel Partner shall not indulge in passing back commission in the form of Credit Note or cash to the customer. The company reserves the right to take adverse measures including withholding/ disallowing of commission bills, in case the customers raise any complaint regarding service deficiency or dishonouring of commitments made by the Channel Partner.
8. Company has not authorized any official, Channel Partner of the Company or any other individual to receive any amount in cash or kind



on behalf of the Company towards any transaction as they may be and any transactions with the Company shall only be through authorized banking channels.

9. The company reserves the right, in its sole discretion, to unilaterally modify or suspend the Terms and Conditions of this Registration Form and intimate.
10. This agreement with the channel partner can be terminated at any time with or without prior notice to the channel partner if it is found that the channel partner has violated any of the terms and conditions.
11. The Channel Partner understands that this does not create employer employee relationship between Channel Partner and the Company and for all purposes each party shall be treated as an independent Vendor.

QUALIFICATION OF BROKERAGE

1. The fees payable to the Channel Partner by the Company shall be 2% (two percent) of the basic sale value excluding statutory, deposits, club house and taxes in respect of residential unit of the projects of the Company as provided in the respective agreement for sale executed by the customer with the Company ("Sale Agreement"). Invoice towards claiming the Brokerage Fees can be raised and shall become payable on the fulfilment of all the following milestones –
 - a. Upon receipt on payment of 20% from the customer and collection of instalments due as on date
 - b. Upon receipt of Post-dated cheques for the balance sale value
 - c. Upon receipt of signed Sale Agreement.
 - d. There should be no dispute that Channel Partner is the source of introduction/ Booking and the same is recognized and acknowledged by the Company and/ or the Customer.
2. Subject to the fulfilment of clauses herein the Fees will be released within 45 (forty-five) working days of receipt of the Invoice by the Company. All payments are subject to deduction of tax at source.
3. Each invoice shall be delivered to the address of the company, as specified by the Company, by courier or by hand delivery. Payment will not be released for any



alternate payee or mismatch between Organization name and cheque favouring/Beneficiary name on invoice which was provided at the time of Channel Partner registration for individual proprietor, company, or partnership firm.

4. No Channel Partner commission shall be paid out for a sale done for company's employee or when a customer/ employee/ management referral is involved.
5. The initial payment/booking advance taken by the Channel Partner is towards promotion/s or sales of the Company products and in case of a cancellation of booking, the same will fall under the Company's 'cancellation & refund policies.
6. All payments shall be made in Indian Currency only and will be remitted by authorized banking channels subject to deduction of tax at source in compliance with the applicable laws that are in force
7. If the booking of the unit is cancelled/terminated before/After 24% (twenty percent) of Sale Value being paid by the Customer to the Company, despite execution of agreements with the Company, the channel partner shall be required to within 15 (fifteen) days of such cancellation/termination, refund the whole or any portion of the Fees paid by Company for the sale of the unit. If the Channel Partner does not refund the commission to the company, the company shall, without prejudice to its rights and remedies, be entitled to adjust/deduct such portion of outstanding refunds from the Fees payable to the Channel Partner by the Company in respect of any other Residential Unit.
8. The Channel Partner shall not engage in any negotiation with any customer and in the event if it is found or has reasons to believe that the Company, through its own Sales Personnel and without the effort of the Channel Partner has 'first approached' or 'engaged' any Customer for the sale of any Product of the Company, the Channel Partner shall not be entitled for brokerage for any booking/sale made in favour of such customer/s. The decision of the Company shall be final and binding in this regard.
9. The Channel Partner shall not claim any Professional Charges out of the leads that may have not been registered for the project or visited through channel partner.



GIFTS OR BRIBES

1. Employees /representatives of Channel Partner must not offer gifts or bribes of any kind to the company employees. In case of any such instance, the Channel Partner shall be blacklisted and necessary measures shall be taken.
2. The Channel Partner cannot have any financial dealing with the company's employees nor shall be allowed to source any leads from the company's employees. In case any such lead exchange is found necessary measures shall be taken.

I acknowledge that I have read and fully understand the terms and conditions of the foregoing student agreement and that i will comply with the same.

Name –

Phone Number –

Place –

Signature -