

CHANNEL PARTNER AGREEMENT

This Channel Partner Agreement ("Agreement") is made at Mumbai on the 22nd day of November 2022,

Between

GODREJ PROPERTIES LIMITED (CIN No L74120MH1985PLC035308), a company incorporated under the provisions of the Companies Act, 1956, (PAN – AAACG3995M) having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli East, Mumbai 400079, hereinafter referred to as "**Company**" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its subsidiaries, associates, affiliates, LLPs wherein the Company is one of the partner, successors and assigns) of the First Part

The Company shall mean and include all its subsidiaries, associates, affiliates and LLP as may be determined and communicated by the Company to the Channel Partner (as defined hereinafter).

AND

[RAHUL DAS] PAN No. (For Domestic): CSDPD8326H,
registered under [] and having its registered office at [Angles Nagar, Panicali, Kalkata-700114] (Hereinafter referred to as "**Channel Partner**" which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part.

"**Company**" and "**Channel Partner**" are collectively referred to as the 'Parties' and individually as the 'Party'.

WHEREAS:

- (1) The Company is one of India's leading real estate developers and is engaged in the business of real estate development in India.
- (2) The Channel Partner has represented that it is interlay engaged in the business of providing services relating to real estate sector and would be desirous of doing marketing and sales of properties of real estate in India & abroad and has the requisite skill, knowledge and experience in respect thereof;
- (3) The Channel Partner has approached the Company to appoint it as its sales associate for the purpose

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of marketing and sales of properties in its various projects (hereafter referred to as "Projects") situated and developed in India from time to time and agrees to undertake the obligations as detailed hereinafter;

- (4) The Channel Partner has represented that it has established independent network of branch offices at various locations in India and abroad.
- (5) The Channel Partner has represented that the real estate transactions in terms of this Agreement shall be done by the Channel Partner across India/ abroad (as the case maybe) and the Channel Partner is only signing this Agreement as Sales Associate of the Company.
- (6) Based on the above representations of the Channel Partner, the Company has agreed to avail the services of the Channel Partner to market and sell flats/s/units/space/s/areas in its projects as its sales associate across India/ abroad on the terms and conditions mentioned herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. APPOINTMENT

1.1. The Company appoints the Channel Partner as its sales associate for all their Projects across India in order to obtain assistance in procuring bookings/selling of flats/villas /row houses/apartments/houses/shops/offices/units and any other property developed and promoted by the Company (hereinafter referred to as "Properties") and any other allied activities in accordance with the terms and conditions contained in this Agreement. Further, the Company shall communicate the list of Properties to the Channel Partner as may be applicable from time to time. The Channel Partner shall follow the guidelines as prescribed by the Company in Annexure 1 in carrying out its activities. The guidelines as mentioned in Annexure 1 are subject to amendments/modifications, at the sole discretion of the Company by a duly written agreement/addendum and/or any other required document in this regard.

1.2. The Channel Partner shall ensure at all times that it has authority to sell and market the Properties in India. The Director/ authorized person of the Channel Partner declares that the Channel Partner shall be solely responsible for all registrations, licenses, permits and approvals that may be required for providing the sales associate services herein ("Services") and for the appointment, supervision, payments and discharge, if any, of all its personnel in compliance with all statutory obligations, and shall perform the Services in compliance with all applicable laws. The base commission/fees/brokerage payable for different Projects shall be 2% (two percent) of the Flat Value which includes base rate, PLCs, value of car park and other such rates/charges/premium etc. as mentioned by the Company with 100% (One Hundred percent) brokerage payout after receiving 10% (ten percent) of the Flat Value from the customer and subsequent execution and registration of Agreement for Sale unless specified otherwise by the Company in writing including but not limited to emails/letters. In case the brokerage amount is more than 2% then the payout for same shall be done after

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receiving 20% (twenty percent) of the Flat Value from the customer. The brokerage payable by the Company shall be subject to change at the sole discretion of the Company. The validity of this Agreement is for a period of 5 (Five) years from the date of this Agreement. The same may be renewed at the discretion of the Company by executing a fresh agreement, for a period as may be mutually decided by the Parties to this Agreement.

- 1.3. The appointment of the Channel Partner shall be on a non exclusive basis and Company reserves the right to appoint other sales associates on the same or different terms and conditions, at the sole discretion of Company to procure booking and sale, by itself or through other parties / sales associates from time to time.

2. RESPONSIBILITIES OF THE COMPANY

The Company shall provide all necessary marketing materials related to the Company's Project/s including, flyers, brochures, posters, audio, videos, etc. to the Channel Partner as may be decided by the Company from time to time. The Company shall also provide such documents that it may deem to be reasonably required by the Channel Partner in terms of this Agreement. The Company shall also provide marketing and sale support to the Channel Partner, whenever it deems fit, in the areas of detailed query resolution and site visits to the Company Projects. The Company will provide regular updates about the flat availability, delivery status as agreed herein/whenever requested by the Channel Partner.

3. SCOPE OF SERVICES

- 3.1. The Channel Partner shall not act or hold out as agent of the Company but shall only procure and solicit business in the name of the Company and the business so solicited or procured by it shall be subject to ratification and approval by the Company.
- 3.2. The Channel Partner shall procure booking of Properties at such price or rate and on such terms and conditions as may be stipulated by the Company from time to time in writing. It shall be mandatory for Channel Partner to understand the written/printed terms and conditions of the Application Form and customer details are complete in all respect and clearly explain the same to the prospective purchaser/s extensively before accepting the bookings. The Company shall not entertain any requests for interest waivers or default condonation under any circumstances nor shall any incomplete Application Form be accepted. The Company however, reserves the right to revise the price and other terms or to withdraw or close the schemes anytime without any prior notice to the Channel Partner.
- 3.3. The Channel Partner agrees and acknowledges that it shall only share marketing materials which is approved by the Company in writing and not accept any money, offer any discounts of whatsoever nature on the total sale consideration of Properties in writing or through advertisements or make any commitment or promise on behalf of the Company, at any point of time without the prior written approval of the Company.

- 3.4 The Channel Partner shall arrange meetings, conferences, exhibition, audiovisual presentations, road shows etc. on individual / group basis at its own cost but with the prior written approval of the authorized personnel of the Company.
- 3.5 The Channel Partner shall ensure compliance with all applicable laws, rules and regulations in respect of its obligations under this Agreement.
- 3.6 The Channel Partner shall exercise all reasonable care and skills in the performance of its duties and shall act faithfully towards the Company.
- 3.7 The Channel Partner shall ensure that at the time of submission of an Application Form, the Application Form should be strictly complied and completed in all respects. It shall be accompanied with the self-attested photocopy of PAN card of the prospective purchaser/s, signatures on the required documents of that specific Project, signatures on each page of the Application Form, self attested photographs of the applicant along with proof of address, passport, and PIO/OCI card and other necessary documents, self declaration from customer stating that the person is competent and eligible under the applicable laws to purchase the immovable property and any breach/ liability or penalty resulting out of the same will be to customer's account and the Company won't be responsible for the same.
- 3.8 The Channel Partner shall affix its rubber stamp with signature on all the Application Form/s for flats/units that are booked through them in the presence of the prospective purchaser/s or prospective purchaser/s nominee duly authorized by the Power of Attorney executed by the prospective purchaser/s and shall submit the self attested copy of said Power of Attorney to the Company at the time of submission of the Application Form. The Channel Partner shall be entitled to its commission only on those bookings which bear its rubber stamp and signature and counter signed by the officials of the Company.
- 3.9 The Channel Partner agrees and shall ensure/ inform the Company that the provisions of the Foreign Exchange Management Act 1999, insofar as the mode of payment and acquisition of immovable property by Non Resident Indians and Foreign nationals of Indian Origin are complied with by the prospective purchaser/s. The Channel Partner shall further ensure that bookings for the sale of property is only made to the persons eligible to purchase property in India as per RBI / FEMA regulations in that regard. All credentials of such prospective purchaser who is a foreign national/NRI/PIO shall be informed to Company well in advance in writing by Channel Partner.
- 3.10 The Company shall have the sole discretion to accept the booking subject to availability and demand for the Project. The Channel Partner shall not claim or raise any dispute, howsoever with respect to the allotment.
- 3.11 The Channel Partner shall at all times, adhere to the guidelines and instructions issued by the Company from time to time.
- 3.12 The Channel Partner shall, if required, undertake to execute a separate term sheet/agreement for

the Projects, which are managed and supervised by the Company as a Development Manager.

- 3.13 The Channel Partner shall not be entitled to make any other representation on behalf of the Company or execute any document on behalf of the Company except in accordance with this Agreement. The Channel Partner is also not entitled to receive any payments, whether in cash or by cheque or by any other mode. The Channel Partner agrees and acknowledges that all payments will be received in the name as directed by the Company through at par cheques / Demand Draft/ Pay Order/ NEFT/ RTGS Inward Foreign remittances only and receipts will be issued by the Company. Any payments received contrary to this provision shall not be accepted by the Company and no booking / allotment will be acknowledged in such cases.
- 3.14 Any approval / authorization / clearance to be obtained by the Channel Partner from the Company under the terms and conditions hereof shall be obtained in writing from the authorized representative/s of the Company.

4. REGISTRATION UNDER REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

The Channel Partner shall ensure due compliance of the provisions under the Real Estate (Regulation and Development) Act, 2016 and the rules, regulations, notifications made thereunder ("RERA"). The Channel Partner further undertakes to procure registration with the applicable Real Estate Regulatory Authority as per the provisions under RERA. Further, the Channel Partner shall send an authenticated copy of the registration certificate to the Company as and when the same is procured from the relevant Real Estate Regulatory Authority.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Channel Partner acknowledges the absolute ownership of the Company on copyrights, trademarks, trade names, brand name, logos, and trade descriptions belonging to or owned by the Company and used on or in relation to the Products and Services or in catalogues or technical literature of the Company or elsewhere.
- 5.2. The Company shall retain all right, title and interest in its patents, copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets ("**Intellectual Property Rights**"). No interest whatsoever is granted to the Channel Partner under this Agreement for the use of Company's Intellectual Property Rights. The Channel Partner has no authority to license, sell, publish, disclose, display or otherwise make available the Intellectual Property Products of the Company to any person or entity.
- 5.3.. The said trademarks, names and descriptions owned or claimed by the Company shall not be allowed to form part of the Channel Partner's own trademarks, names, descriptions or designations and websites/URLs.
- 5.4. In order to protect the said trademarks, names and descriptions, the Channel Partner shall

perform its advertising and publicity activities in respect of the Services strictly in accordance with the written directions and in the manner issued by the Company from time to time.

- 5.5. In the event, Channel Partner wants to launch a website or URL with respect to the Services under this Agreement, the Channel Partner will need to obtain prior written approval from the Company for creating and operating the website and such URL. Further, any content to be published by the Channel Partner on such website and URL, the Channel Partner shall obtain a written approval from the Company with regards to the same. Further, in the event the URL or website is approved by the Company, the website or URL shall at all times display a disclaimer that it is the official channel partner of the Company.
- 5.6. The Channel Partner acknowledges that all copyrights in or in relation to all manuals, technical drawings and specifications, and all updates, modifications or translations thereof (hereinafter referred to as "Proprietary Products") are the sole and exclusive property of the Company or its affiliate companies/entities.
- 5.7. The Channel Partner agrees that it shall not copy, translate or modify any Proprietary Products without prior express authorization of the Company. Any and all copyrights in or in relation to translations or modifications to any Proprietary Product(s) shall remain the exclusive property of the Company or its affiliate companies/entities. The provisions of this Clause shall survive the termination of this Agreement.

6. COMMISSION/FEES

6.1. In consideration of the Services in Clause 3 above rendered by the Channel Partner, the Company shall pay base Commission/Fees/Brokerage of 2% (two percent) of the Flat Value which includes base rate, PLCs, value of car park and other such rates/charges/premium etc. as mentioned by the Company with 100% (One Hundred percent) brokerage payout after receiving 10% (ten percent) of the Flat Value from the customer and subsequent execution and registration of Agreement for Sale unless specified otherwise by the Company in writing including but not limited to emails/letters, in Indian Currency/ or its equivalent Foreign Currency as the case may be (subject to TDS, if any) on the Properties for which booking is received through Channel Partner and accepted by the Company. In case the brokerage amount is more than 2% then the payout for same shall be done after receiving 20% (twenty percent) of the Flat Value from the customer. The brokerage payable by the Company shall be subject to change at the sole discretion of the Company. The Company shall pay the commission/fees to Channel Partner, within a period of 45 (forty five) (commercial approval) days after receipt of invoice raised by Channel Partner. Any discrepancy noticed by the Company, should be notified to the Channel Partner within 15 (Fifteen) days from the receipt of invoice. In such cases Channel Partner will resubmit the invoice as mutually agreed within 7 (seven) days. The same shall be paid by the Company within 45 (Forty Five) days from the date of receipt of final invoice.

6.2. The Company at its sole discretion may give additional incentive on case to case basis, which

will be over and above the commission as approved by the authorized personnel of the Company, which shall be intimated to Channel Partner from time to time. Commission/Fees is payable to the Channel Partner only on sale consideration as defined for every Project ("the Sale Consideration") and is not payable on other charges including but not limited to maintenance charges, deposits and other charges, stamp duties, registration fees, society outgoings, property taxes, EDC/IDC charges, taxes viz Goods and Service Tax Local Body Tax, (LBT) or any other taxes, duties, cesses, etc introduced by the Government from time to time.

- 6.3. The rate of the Commission/Fees is subject to revision at Company's sole discretion after prior notice to the Channel Partner, if there is any change in the price and/or the payment terms. Cancellations shall not be allowed, unless as provided in the terms and conditions of the Allotment letter/definitive agreements (including agreement for sale/agreement to sell/builder buyer agreement) executed with the customer(s). Earnest Money Deposit, cancellation and/or other charges, if any, shall be payable by the customer as per the terms of Application Form/ Agreement for Sale /Builder Buyer Agreement governing the purchase of the concerned flat/unit/apartment in the event of cancellation/forfeiture .
- 6.4. In case of cancellation of a booking of properties by prospective buyer(s), prior / post completion of Earnest Money Deposit, no Commission/Fees paid to the Channel Partner (including the amount of tax deducted thereon) by the Company will be deducted subject to Company receiving at least 10% of the total consideration by the prospective buyer. However in case of cancellation of a booking of Properties by prospective buyer(s) prior to receipt of 10% of total consideration by the Company against the said Properties Commission/Fees (in case liable) paid to the Channel Partner (including the amount of tax deducted thereon) by the Company will have to be refunded by the Channel Partner to the Company in form of cheque or demand draft or through inward remittances within 30 (thirty) days of cancellation on system. The Channel Partner shall be liable to refund all such commission/fees within 30 days and in the event of any delay, the Channel Partner shall be liable to pay 15% (fifteen percent) interest from end of aforesaid 30 (thirty) days the date of such default till the date actual payment is realized. In case Channel Partner fails to refund the aforesaid amount as stated above, within 45 (forty-five) days then the Company shall also have the option to adjust the same from the Fees due to be paid to Channel Partner
- 6.5. The Channel Partner shall raise a single bill/invoice for a particular flat. Further the Channel Partner shall submit the bill at the applicable regional marketing address of the Company as mentioned in Annexure 2. The bill/invoice should have the appropriate amount of the Commission/Fees with the necessary documents/supporting's such as self-attested copy of PAN Card, Copy of Tax Residency Certificate (wherever applicable), Form

10(F), self declaration for DTAA, copy of Registration Certificates granted by respective RERA authorities, etc., inclusive of Goods and Service Tax (if applicable), payable as mentioned above to the respective company/entity with respect to Project as may be communicated by the Company at such address as intimated by the Company hereto. The invoice/bill should clearly indicate the Goods Service Tax amount, GST Identification Number and the classification of the category and also the PAN Number clearly (wherever applicable). The respective company/entity shall make payment of the Commission/Fees only after the receipt of this Invoice/Bill containing all the above said details addressed at such address as intimated by the respective company / entity and with supporting documents wherever required within 45 (Forty- Five) days of the date of such invoice / bill . The respective company/entity which is an affiliate/ subsidiary/LLP of the Company shall be liable and responsible for its payment. The company/entities as may be communicated by the Company shall be liable and responsible for the payment of commission with respect to their own Projects only. The amount released will be in the name of only respective company/entity which is registered. Invoices should be raised mentioning the address of respective entity at which the entity has obtained its GST Registration Certificate as our different entities have obtained GST Registration at different address.

- 6.6. The Channel Partner shall inform to the Company its Permanent Account Number (PAN) and GST Identification Number in writing, on the date of signing of this Agreement with attested copies of such document (wherever applicable).
- 6.7. The Commission/Fees shall be paid only if the prospective purchaser gives/mentions the reference of the Channel Partner being the Sales Associate/s in software and documents made by the Company.
- 6.8. The Channel Partner shall not be entitled to any commission by the Company if the Properties are booked by any employee of the Company or any subsidiaries, associates, affiliates, LLPs of the Company..
- 6.9. The Channel Partner shall not be entitled to any share in the transfer/nomination charges paid by the intending transferor for transfer/nomination of his/her Properties.
- 6.10. The payment of any out of pocket expenses or any additional charges are subject to prior written approval of the authorized personnel of the Company. The same can be reimbursed, provided necessary supporting documents are submitted to the satisfaction of the Company.

7. Computation of Brokerages

- 7.1. Commission structure & payment terms for each of these Projects/companies will be applicable as shared from time to time. The commission for sales to international channel partner (applicant should be NRI, OCI or PIO) will be computed on the basis of international sales commission slabs (in a scenario if these are different from general slabs).

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Commission for sales to Indian clients will be payable as per the rate of domestic/Indian Channel Partner brokerage slabs. While for computation of brokerage & the identifying the Channel Partner brokerage slab (wherever applicable) all international & domestic sales will be considered together, however the commission of units sold to international customers will be payable at international commission rate in that slab while the commission on domestic sales will be at the rate of domestic commission applicable in that slab.

- 7.2. The commission slabs would be communicated to the Channel Partner through an authorized representative of the Company.

8. CODE OF CONDUCT

8.1. The Channel Partner shall conduct its activities in relation to this Agreement in a manner, which is not prejudicial to the interest of the Company in any way and shall always be aboveboard in dealing with the Company as also with its customers.

8.2. The Channel Partner shall strictly comply with the aforesaid terms and conditions of this Agreement. Any breach or violation thereof shall entitle the Company to cancel this Agreement forthwith but without prejudice to the right of the Company to take any other action that it may deem fit and proper in the matter.

8.3. Any sale by the Channel Partner not in accordance with the ethical business practices/ the terms of this Agreement will result in disqualification without any further notice in writing or oral and Channel Partner shall then not be entitled to any fees.

8. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE CHANNEL PARTNER

8.1. The Channel Partner agrees, confirms and undertakes to the following: It shall quote the registration number as granted by the RERA authorities in every sale that is facilitated by the Channel Partner on behalf of the Company.

8.2. In the event of expiry of registration, the Channel Partner shall ensure that the registration is renewed as per the provisions under RERA and the applicable rules made thereunder and shall not undertake any marketing or sales activities unless the registration has been renewed.

8.3. It shall not undertake any marketing or sales activity on behalf of the Company unless it has registered itself with RERA authorities in all the geographies where it intends to conduct marketing and sales activities.

8.4. It shall send the authenticated copy of the registration certificate obtained from the applicable RERA Authorities to the Company as and when the same is procured.

8.5. The Company shall not be held liable for any representations made by the Channel Partner in the event the Channel Partner has not registered itself with RERA authorities.

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- 8.6. It has been interalia in the business of providing services relating to real estate sector and has been doing marketing and sales of real estate for a substantial period and has sufficient experience and expertise in this field and holds all such documentary proofs to prove such qualification.
- 8.7. As stated above it has all requisite permits to run and operate the Services and authority under prevailing laws to enter into this Agreement with the Company for selling and marketing the Properties in India.
- 8.8. The obligations undertaken by the Channel Partner under this Agreement are legal, valid, binding and enforceable in accordance with its terms.
- 8.9. It shall ensure that the Application form submitted by Channel Partner shall be duly completed in all aspects with all the necessary documents attached.
- 8.10. The Channel Partner shall ensure that the Services provided by them to the Company under this Agreement are as per the best industrial standards and further the Channel Partner shall not indulge in any deceptive or misleading practices.
- 8.11. The Channel Partner to disclose and to confirm that there are no legal/ disciplinary proceedings pending against the Channel Partner before any court or any other authority or before any autonomous body which may have an adverse impact on the ability of the Channel Partner to perform and fulfill its obligations under this Agreement.
- 8.12. That the Channel Partner shall not make any other representations or assurances to the prospective purchasers except for what is communicated to him in writing by the Company.
- 8.13. In the event the Channel Partner makes such offers/ promises/ representations/assurances to the prospective purchasers which has not been approved or authorized by the Company, the Channel Partner shall be solely liable and responsible towards any such commitments made to the prospective purchasers.
- 8.14. That the execution and performance of the Services under the Agreement by the Channel Partner does not and will not conflict with or result in a breach of any Applicable Laws.
- 8.15. The Channel Partner represents to the Company that it has the full and unencumbered right, power and authority to enter into this Agreement and full and equitable title to provide Services to the Company under this Agreement.
- 8.16. The Channel Partner further represents that it has all valid and necessary permissions / approvals / licenses/registrations to operate and run its business. The Channel Partner also represents that it has complied with all the necessary laws and it will comply with all the rules and regulations laid down by the concerned authorities from time to time to carry on the Services provided in this Agreement.
- 8.17. The Channel Partner shall not accept any money, offer any discounts of whatsoever nature on

the total sale consideration of Properties in writing or through advertisements or make any commitment or promise on behalf of the Company, at any point of time without the prior written approval of the Company.

- 8.18. The Channel Partner shall not create any website or URLs in the name of the Company or resembling to the name of the Company in any manner, and shall be prohibited from using the Company's brand name, logos, trademarks, etc. The Channel Partner shall at all times ensure that the content published on the Channel Partner's website or URL with respect to the Company's projects is preapproved by the Company.
- 8.19. The Channel Partner shall ensure compliance with all applicable laws, rules and regulations in respect of its obligations under this Agreement.
- 8.20. The Channel Partner shall exercise all reasonable care and skills in the performance of its duties and shall act faithfully towards the Company.

9. TAXES

Save and except applicable taxes on this Agreement, each party shall be responsible for their respective tax liabilities such as income tax, capital gains tax and all other applicable taxes, if any, arising out of or as a result of this Agreement.

For the purpose of this Agreement:

Goods and Service Tax (GST) - means any tax imposed on the supply of goods or services or both under GST Law.

Cess - means any applicable cess, existing or future on the supply of Goods or Services or both.

GST Law - means Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, Integrated Goods & Services Tax and all related ancillary legislations, rules, notifications, circulars, orders.

Compliance under GST Law:

- i) The Channel Partner agrees and undertakes that the Channel Partner is not exempted under GST and has registered its business under the GST Law.
- ii) The Channel Partner further confirms that its registration is valid and subsisting and shall renew the same as and when required under the law.
- iii) The Channel Partner further agrees and undertakes to maintain high GST Law compliance rating track record of at least 6 points or more at any given point of time.
- iv) The Channel Partner agrees and undertakes to pass on the tax benefit/savings on account of its inputs taxes, if any, to the Company by way of equitable adjustment in the contract sum/price at actuals.


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- v) In case the input tax credit of GST is denied or demand is recovered from the Company on account of any non-compliance by the Channel Partner, including non-payment of GST charged and recovered, the Channel Partner shall indemnify and keep the Company indemnified in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Further, the same shall be recovered from Channel Partner by way of deduction either from deposit held with the Company or from subsequent payments or from any other amount due to the Channel Partner.
- vi) The Channel Partner shall comply with all the necessary compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns for the tax period and on the Goods and Service Tax Portal etc.
- vii) For the purpose of this Agreement, it is agreed between the parties that applicable Tax deduction at source (TDS) at the rate of (specified rate), if any, shall be deducted in accordance with the statutory requirement under GST Law from all the amount credited/ payment made to the Channel Partner including that in respect of advance.

10. PENALTY

In the event of non-compliance of the Company's guidelines by the Channel Partner or in the event of breach of the terms of this Agreement by the Channel Partner and subsequent failure of the Channel Partner to rectify the said breach, the Channel Partner shall be liable and responsible to pay to the Company liquidated damages to the Company at the rate of 0.25% of the Agreement amount per day of continuance of non-compliance.

11. CONFIDENTIALITY

Notwithstanding the forgoing, the parties, duty to hold in confidence Confidential Information (as defined hereinafter) that was disclosed during term shall remain in effect indefinitely. The Channel Partner shall not, either during the currency of this Agreement or at any time thereafter, make use of or directly or indirectly disclose to any person or persons any data, technical details, information or designs ("Confidential Information") relating to the Company's products without obtaining prior express written permissions from the Company. The Channel Partner undertakes to treat all such technical information, details, designs and the like as secret and confidential. The Channel Partner agrees that all or any Confidential Information provided by the Company either before, during or after the course of this Agreement, whether in written or oral, shall not, directly or indirectly, dealt with, used, exploited or disclosed to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of the Company) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by the Company. The Channel Partner shall not copy or reproduce in any

manner whatsoever the Confidential Information of the Company or any part thereof without the prior written consent of the Company.

12. ASSIGNMENT

- 12.1. The Channel Partner shall not assign, or transfer its rights, benefits or interests under this Agreement, without the prior written consent of the Company.
- 12.2. Notwithstanding anything contained in this Agreement the Company shall be absolutely entitled to assign the right and benefits of this Agreement to any of its nominee/s, assignee/s, affiliates, subsidiaries and/or any other person as it may deem fit and necessary without any interference by the Channel Partner provided however at the time of raising of the invoice, any such assignment should be intimated to the Channel Partner to enable to the Channel Partner raise the invoice on such assignee. It is expressly agreed by the parties the terms of this Agreement will be binding upon such nominee/s, assignee/s, affiliates, subsidiaries and/or any other person nominated by the Company.

13. INDEMNITY

Without prejudice to the rights of the Company under any other provision of this Agreement or any other remedy available to the Company under law or equity, the Channel Partner shall indemnify and keep indemnified, defend and hold harmless the Company, its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty of the Channel Partner contained in this Agreement; (ii) any breach of or non-compliance with any covenant, representation or obligation or any other terms/conditions of this Agreement; and (iii) any breach or non-compliance of any provisions of any laws, acts, rules, regulations (iv) any infringement or misuse of the Company's Intellectual Property Rights and Proprietary Products (v) any claims, demands, suits, litigation and proceedings of any nature in respect of and arising on account of this Agreement and (vi) any loss, damages caused to the Company due to marketing or sales activities undertaken by the Channel Partner without registering itself with the concerned RERA authority.

14. TERM AND TERMINATION

- 14.1. That this arrangement is effective for a period of 5 (five) years starting from 22/11/2022.
- 14.2. Either Party to this Agreement shall have right to terminate this Agreement for convenience, with or without assigning any reasons thereof by providing not less than 30 (Thirty) days prior written notice of intention to do so, to the other Party. Upon such termination no further liabilities or obligations shall accrue to the Company except for any Commission/Fee due from the Company and owing at the time of such termination, for Services rendered under this

Agreement/Appointment Letter upto the date of such termination.

- 14.3. In the event the Channel Partner fails to perform its services and or breaches any of the terms under this Agreement, the Company shall by giving 7 (seven) days' notice in writing to the Channel Partner shall give the Channel Partner a time period of 15 (Fifteen) days to rectify the said breach. In the event the Channel Partner fails to rectify the said breach, the Company may by giving 7 (seven) days' notice in writing to the Channel Partner, forthwith terminate this Agreement in the event the Channel Partner fails to perform services under this Agreement or fails to observe any of the terms, conditions, obligations, or breaches all or any of the terms of this Agreement or in the opinion of the Company, the interests of the Company is jeopardized in any manner whatsoever. Upon termination due to default of the Channel Partner, the Company shall further have a right to forfeit the amounts payable towards the Channel Partner against the loss resulting due to such default
- 14.4. This Agreement shall stand terminated on the closure of the Channel Partner's business or in the event the Channel Partner becomes incapacitated declared insolvent or filed an application for insolvency, wound up or has applied for winding up or any undesirable change occurs in constitution of the Channel Partner.
- 14.5. Even after such aforesaid termination of the Agreement, the Channel Partner shall be liable and responsible for all bookings done through it before the aforesaid termination and also entitled to receive its Commission / Fee due thereon provided that the Customer procured by the Channel Partner has not terminated the Sale Agreement/ Builder Buyer Agreement with the Company.
- 14.6. Immediately upon termination of this Agreement, the Channel Partner shall return all the original documents and information regarding the bookings to the Company and shall forthwith stop representing the Company.
- 14.7. The Parties represent that they have the authority to enter and sign this Agreement. The individuals signing this Agreement on behalf of any entity represent that they are authorized signatories of the parties.

15. NOTICES

Any notice/written communication to be given to either of the party shall be sent to the registered office address of the Channel Partner/ Company mentioned above and at the email ids mentioned herein below:

For the Company:

Godrej Properties Limited

To: The Legal Department

E-mail: notice@godrejproperties.com

Rahul Das

Rahul Das
Call : 7980340238 /

Address: Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli – East,
Mumbai - 400079

For [RAHUL DAS]::

Name: RAHUL DAS

Email: das789508@gmail.com

16. RELATIONSHIP BETWEEN THE PARTIES

This Agreement shall not create any employer, or employee relationship, this Agreement shall not deem to create any partnership, joint venture between the Company and the Channel Partner or the representatives and employees of both parties, or to provide the Channel Partner with any right, power, or authority, whether expressed, or implied, to create any such duty or obligation.

17. INTERPRETATION

The sub-headings herein are provided for the sake of convenience only and shall not affect the interpretation or meaning of the Clauses in any manner.

18. FINALITY

Except for the communication, negotiations, understanding with respect to the brokerage slabs communicated to the Channel Partner by the Company, all other terms and conditions as mentioned in this Agreement constitutes the entire Agreement between the parties hereto relating to the specific subject matter hereof and supersedes all prior written representations or written agreements or understandings, discussions, negotiations etc between the parties to this Agreement either oral or written and shall be legal, binding and capable of specific performance thereof.

19. AMENDMENT

This Agreement shall not be altered, modified or supplemented except with prior written approval of the Parties hereto, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by both the Parties.

20. REFERENCES

In this Agreement, unless the context otherwise requires:

- 1) References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, notated or replaced from time to time.
- 2) Reference to any laws are references to that law as amended, altered, substituted, supplemented, or replaced from time to time.
- 3) References in this Agreement to Clauses, Recitals, Schedules and Annexures are references to

Rahul Das
Rahul Das !!
Call : 7980340238 /

clauses, recitals, schedules and annexures to this Agreement. The Recitals, Schedule and Annexures to this Agreement shall form an intrinsic part of this Agreement.

21. SEVERABILITY

If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and be in full force and effect.

22. WAIVER

Any failure on the part of the Company to insist upon a performance of any of the terms and conditions of this Agreement to exercise any option, right or remedy herein contained, and delay in exercising any rights hereunder, shall neither operate nor be construed as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right. No waiver of a breach of any term or provisions of this Agreement shall be effective or deemed to have been made unless such waiver is in writing and signed by the Company.

23. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

24. ENTIRE AGREEMENT

This Agreement together with any documents referred to in it constitutes the entire agreement and understanding between the Company and the Channel Partner and supersedes any previous agreement executed between them.

25. JURISDICTION & GOVERNING LAW

The Agreement shall be governed and interpreted according to the laws of India. The parties hereto agree that the Courts at only shall have exclusive jurisdiction in respect of all matters whatsoever arising out of this Agreement.

26. ARBITRATION

Any dispute arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion. In case the Parties are unable to settle their disputes within 15 (fifteen) days of notification of such dispute by either party, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force, by a sole arbitrator selected from the names of two arbitrators proposed by the Company. In case the Channel Partner delays/ neglects/ refuses to select one of the names from the suggested names within 15 days of intimation, it shall be deemed that the first such named arbitrator so proposed by the Company is acceptable to both the parties as the sole arbitrator, whose appointment shall be final and binding on both the Parties. Costs of

arbitration shall be shared equally by the Parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in English in Mumbai only.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

FOR GODREJ PROPERTIES LTD


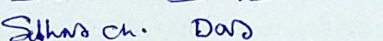
AUTHORISED SIGNATORY

FOR [RAHUL DAS]

AUTHORISED SIGNATORY

 : Rahul Das /
Call : 7986340238 /

WITNESSES

1. 
2. 

ANNEXURE 1

MANDATORY GUIDELINES TO BE FOLLOWED BY THE CHANNEL PARTNER

1. The Channel Partner shall only be permitted to use the logo/brand name of the Company in its marketing material provided it has obtained prior written approval of the Company's authorized personnel at all times. Further, logo/brand name shall be used only in the manner as permitted by the Company in the written instructions/directions issued by the Company from time to time.
2. The Channel Partner shall obtain prior written authorization of the Company's authorized personnel at all times with regards to the materials/information/data used in any print advertisements.
3. The Channel Partner shall obtain prior written authorization of the Company's authorized personnel at all times for marketing/advertising/promoting the Project/Properties of the Company via any mode of digital advertising/marketing including but not limited to emailers/SMSes. The Channel Partner shall also obtain express approval from the Company's authorized personnel on the contents of such digital advertising/marketing.
4. The Channel Partner shall not create any website or URL unless the same is pre-approved by the Company's authorized personnel in writing. Any digital website or URL of the Channel Partner shall always include the name of the Channel Partner as the Company's authorized/ official Channel Partner and the Company. The Channel Partner shall always mention a disclaimer on such website stating that the website/URL is not the official website/URL of the Company. The Channel Partner shall not add filters to the creatives shared by the Company's authorized personnel for advertising/promoting any Projects/Properties of the Company.
5. The Channel Partner shall at all times ensure to include its name in the URL/website created for the purpose of marketing and sales activities of the Company's Projects and Properties as mentioned in this Agreement and in the marketing guidelines as communicated by the Company, however, the Channel Partner shall not use the Company's Properties and Project name in isolation of its name and further shall always display the authorized/official channel partner disclaimer on the website/ URL.
6. The Channel Partner shall not replicate the landing page/ website of the Company on the Channel Partner's website and shall further not use the Company's registered intellectual property on its website/URL.
7. The Channel Partner shall use only web banners which have been approved by the Company after obtaining prior written approval from the Company's authorized personnel.

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8. In the event any breach is reported by the Company to the Channel Partner, the Channel Partner shall rectify the same and ensure that the guidelines as mentioned herein and the directions as given by the Company are duly followed.
9. Any activities carried on by the Channel Partner included but not limited to the use of logo, print advertisements, emailers, websites/URLs, web banners, etc. shall always mention the Channel Partner as the "Authorized Channel Partner" of the Company. All such activities shall be carried out by the Channel Partner only after the marketing materials/activities are pre-approved by the Company's authorized personnel in written.
10. The Channel Partner shall always comply and act in consonance of the verbal/written instructions/directions/marketing guidelines issued by the Company for carrying out marketing activities. The Channel Partner shall also make sure that it does not misrepresent / fraud any person in India or abroad at any point in time.
11. The Company shall be at its sole discretion to grant any of the approvals as mentioned under the terms of this Agreement.

Rahul Das

Signature: Rahul Das / s
Call : 7980340238 /

ANNEXURE 2

Contact Address:

- Bangalore** : Sales & Marketing Head, Godrej Properties Limited, Hulkul Ascent, No. 80, 2nd Cross, Lavelle Road, Bengaluru - 560 001
- Chennai** : Sales & Marketing Head, Godrej Sea View Properties Private Limited, No. 70, 8th Floor, Lancor Westminster, Building, R.K. Salai, Mylapore, Chennai - 600 004
- Mumbai** : Sales & Marketing Head, Godrej Properties Ltd, Godrej Properties Ltd. Godrej One 5th Floor, Pirojshanagar, Eastern Express Highway - Vikhroli-East Mumbai - 400 079
- Pune** : Sales & Marketing Head, Godrej Eternia "C" ,10th Floor ,Office A ,3 Mumbai - Pune Highway, Wakdewadi, Shivaji Nagar Pune - 411 005
- Gujarat** : Sales & Marketing Head, Second Floor, Rudrapath Complex, Near Rajpath Club, SG Highway, Ahmedabad - 380 059
- North** : Sales & Marketing Head, Unit No. 215, Second Floor, Time Tower, Mehrauli, Gurgaon Road, Gurgaon - 122 002 Haryana
- East** : Sales & Marketing Head, Godrej Properties Ltd., , Unit No. 109, Tower-2, Godrej Waterside, Plot No. DP-5, Salt Lake Sector-V, Kolkata-700091.

Rahul Das

...: Rahul Das /
Call : 9880340238 /