

Definitions

(1.1) **'Service Provider'** shall hereon be used to mean and refer to Real Estate Consultants and/or Channel Partners, who will be rendering services pursuant to terms and conditions described herein.

(1.2.1) **'Confidential Information'** shall mean and include Confidential Materials any and all non-public information whether written, representational, electronic, verbal or in any other form that is disclosed by Century Real Estate to the Service Provider, including but not limited to: Information pertaining to the sales, marketing and business strategies, intellectual properties, trade secrets, designs, layouts.

(1.2.2) The same will also include information regarding business partners including their names and e-mail ids, other personal details, list of employees and other information, any and all non-public information which a competitor of Century Real Estate could use to the competitive disadvantage of Century Real Estate and information received from others that the Company is obligated to treat as confidential.

(1.2.3) Confidential Information includes any and all information that is disclosed by Century Real Estate to the Service Provider and their agents/ associates/subsidiaries/sister concerns from time to time.

(1.3) **'Confidential Materials'** Shall mean and include all tangible materials containing Confidential Information, related to but not limited to the sales presentation, sales script, quotations, written or printed documents/letters and computer disks or tapes, visiting cards, documents, inventions, methods, concepts, any and all material whether copyrightable or patentable or not.

(1.4) **'Services'** shall mean and include assisting Century Real Estate and its clients towards the successful completion of a sale transaction and any and all assistance as mentioned herein and as intimated by Century Real Estate from time to time including but not limited to Scope of these presents.

(1.5) **'Project'** Shall mean and include the residential/commercial scheme/venture of Century Real Estate under the provisions of **The Real Estate (Regulation and Development) Act, 2016 with respect to which the Service Provider is bound to render Services herein.**

(1.6) **'Definitive Document'** Shall mean the registered agreement to sell or any other document which Century Real Estate deems appropriate, executed in accordance with the provisions of the **Real Estate (Regulation and Development) Act 2016.**

(1.7) **'Know-how'** Shall mean and include the substantial knowledge and expertise of Century Real Estate in running the business developed over a period.

(1.8) **'Century Real Estate'** shall mean **Century Real Estate Holdings Pvt. Ltd. and its owned/ allied/ associated companies/ incorporated entities/** third persons who use the mark "Century Real Estate" with the consent from Century Real Estate Holdings Pvt. Ltd. from time to time.

(1.9) **'Terms'** The terms and conditions set forth herein shall govern the relationship between Century Real Estate and the Service Provider and the same shall remain legal, valid and subsisting unless terminated by either of the Party by prior written notice.

Scope of Services

(2.1) **Scope of Services** - Service Provider shall render the following Services:

Providing assistance to Century Real Estate and its Clients by providing:

- Correct market information. Facilitating the sale transaction for Century Real Estate by providing correct sales & marketing material and product/unit price information.
- Determining clients' needs and financial abilities to propose solutions that suit their budget and requirement.
- Facilitate and support intermediate negotiation processes, consult clients on market conditions, prices, mortgages, legal requirements and related matters, ensuring a fair and honest dealing between them and Century Real Estate.
- Cooperate with sales managers, legal counsel, appraisers, escrow companies, lenders and home inspectors of Century Real Estate.
- Develop networks and cooperate with companies, individuals, professionals involved in the transaction.
- Practice the highest standards of professionalism, integrity, and follow all codes of conduct, when facilitating a transaction between Century Real Estate and its client/s.
- Followup assistance with the Customer, and support Century Real Estate, to collect dues with respect to an agreed payment plan and facilitate execution of Sale Agreement.

Representation and Warranties

(2.2) The Service Provider represents and warrants the following: The Service Provider shall in no manner whatsoever make any representation /commitment on behalf of Century Real Estate to the clients.

(2.3) The Service Provider must be registered under, The Real Estate (Regulation and Development) Act, 2016 as Real Estate Consultant/s and must have a valid registration number. The Service Provider shall not provide any information pertaining to the Project of Century Real Estate, to the clients, which are inconsistent/in conflict with the communication and information released by Century Real Estate on RERA website and any/all promotional and non-promotional media.

(2.4) The logo of Century Real Estate (defined by the Century typography, the spark symbol, and the caption Thinking Ahead) is a registered trademark of Century Real Estate Holdings Pvt. Ltd. and cannot be used, in any way by the Service Provider in any promotional content and/or communication at any given point or under any circumstances.

(2.5) The Service Provider shall not make any unauthorized personal use of the Intellectual Property Rights of Century Real Estate for his gain.

(2.6) The Service Provider shall not intimate any predatory and/or misleading prices/discounts to the clients and the market at large, pertaining to any Project of Century Real Estate.

2.7.) The Service Provider covenants that he will clearly and prominently mention the name of his company / business name and the company logo when promoting any Century Real Estate project.

2.8.) The Service Provider will also include the caption 'Authorised Channel Partner' in a prominent manner in all such communication.

2.9.) The Service Provider covenants to not mention the term: 'official website of Century Real Estate' on their websites, landing pages or any other digital destinations. He will not create facebook, instagram and other pages in the name of Century Real Estate to run advertising in the digital domain. The Service Provider can however run promotions from his own company or other individual pages.

NOTE: The Service Provider will have to take formal approval and material from the Century Real Estate marketing PoC for Print Advertising in any media at any point in the project's lifecycle.

3.0.) The Service Provider shall not create any google listings for any of Century Real Estate projects or promote / reveal information about any project which has not received its RERA acknowledgement number. The Service Provider can only reveal the name of the project to the market and his clientele only after it has been formally announced in the market and/or formally communicated to the Service Provider post Century Real Estate receiving the RERA.

Incentives and Processes

(3.1) The Service Provider covenants that he/she shall be entitled to an incentive amount as determined and defined by Century Real Estate, within 30 days of raising the invoice, after the execution and registration of the Definitive Documentation and successful completion of the sale transaction between Century Real Estate and its clients.

(3.2) Service Provider represents and warrants that once the name and particulars/details of a specific Service Provider is registered with by the concerned client for a specific transaction, the name of any other Service Provider cannot be subsequently registered for the same transaction.

(3.3) The Service Provider shall from time to time provide **Century Real Estate** with all necessary information as and when required by **Century Real Estate** including any/all KYC documents, constitution documents pertaining to the Service Provider's entity.

NOTE: Incentives shall be deposited only in the bank account of the Service Provider whose account number is registered with Century Real Estate. Requests for payments to any third party accounts shall be accepted.

(3.4) The Service Provider acknowledges and represents that registration under The Real Estate (Regulation and Development) Act 2016 is a prerequisite so as to enable the service provider to render Services herein and further enable Century Real Estate to make payment of agreed Incentive to the Service Provider.

(3.5) It is agreed to between the Parties that the Services rendered by the Service Provider is on a principal-to-principal basis & does not create, shall not be deemed to create, any employer-employee or principal-agent relationship between the Service Provider & Century Real Estate. The Service Provider shall not by any act, deed or otherwise represent to any individual/entity/establishment/firm as an agent or employee of Century Real Estate.

(3.6) The Service Provider covenants that if the Definitive Documentation executed amid Century Real Estate and client/s is terminated due to any reason not attributable to Century Real Estate, the Service Provider shall be under obligation to refund the said incentive amount received from Century Real Estate within 30 days of the said termination.

(3.7) The Service Provider covenants that if he fails to refund the incentive within the above-mentioned time period, the said Consideration/outstanding amount will be adjusted by Century Real Estate against any monies/outstanding amount payable to the Service Provider by Century Real Estate including monies payable with respect to any other transactions. Additionally, the Incentives or Service Fees will be calculated based on the net of all cancellations of bookings made by the Service Provider's Clients and based on the slab in which the Service Provider falls into.

(3.8) The Service Provider covenants that it is incumbent upon client/s to specify/ mention the name, accurate contact details and ERP ID of the concerned Service Provider at the time of signing the booking form, without which Century Real Estate shall reserve the right to not process the incentive amount to the Service Provider for that specific Transaction.

(3.9) The Service Provider shall not in any form or manner disclose/divulge/disseminate the Confidential Information/Materials for any unauthorized use/his personal use.

If Service Provider breaches any terms and conditions mentioned herein Century Real Estate reserves the right to initiate appropriate legal action against the Service Provider and Service Provider shall also be liable to compensate Century Real Estate for losses/damage suffered by Century Real Estate due to act/omission/negligence of the Service Provider.

(3.10) Ownership of all Intellectual Property Rights of Century Real Estate shall vest exclusively with Century Real Estate and the Service Provider is entitled to such usage of the same as solely as may be permitted and authorized by Century Real Estate from time to time.

(3.11) The Service Provider shall receive 2% of the value mentioned in the Definitive Document, which shall be exclusive of maintenance charges, utilities, maintenance corpus, taxes, car parking and infrastructure charges in the above class and will be disbursable once we receive 20% of the consideration amount from the client and registration whichever is later. Service Provider shall be entitled to receive the said amount within 30 days of raising the invoice, after the execution and registration of the Definitive Documentation and successful completion of sale transaction between Century Real Estate and its clients.

Note: The abovementioned Consideration paid to the Service Provider shall be subject to TDS deduction as per applicable policies/rules/regulations imposed by the government authorities from time to time.

(3.12) Goods and Services Tax (GST) shall be borne by the Century Real Estate and payment towards Incentive shall be subject to tax deducted at source. Service Provider shall be responsible to bear its taxes/levies/duties on its income. No Cash transactions will be allowed and/or accepted. Payments shall be subject to applicable policies, laws and regulations prevailing at the relevant time.

(3.13) Century Real Estate shall conduct the background verification of the Service Provider through third-party agencies. Depending on verification, Century Real Estate reserves the right to not engage / conduct business with the Service Provider.

(3.14) Century Real Estate reserves the right to amend/modify/alter these terms and conditions from time to time and the continued rendering of Services subsequent to any changes made by Century Real Estate shall be deemed as acceptance and awareness of the revised terms and conditions.

Validity and Dispute Resolution

If for any reason, any provision of these terms and conditions becomes invalid then all the remaining provisions shall be valid.

(4.1) The Service Provider is aware that as per the Company's policies, Fees shall not be payable for transactions where the:

- The Service Provider himself (Individual & Sole Proprietor), Partners (Partnership Firm), directors/shareholders,
- And/or service provider partner firm has applied for/purchased a Product / Unit in the Project of the Company (or group companies) and accordingly the terms of payment applicable to a Channel Partner under this Agreement shall not be applicable to such transactions.

(4.2) The Service Provider covenants that if the Definitive Documentation executed amid Century Real Estate and client/s is terminated due to any reason not attributable to Century Real Estate, the Service Provider shall be under obligation to refund the said incentive amount received from Century Real Estate within 30 days of the said termination.

(4.3) The Service Provider covenants that if he fails to refund the incentive within the above-mentioned time period, the said Consideration/outstanding amount will be adjusted by Century Real Estate against any monies/outstanding amount payable to the Service Provider by Century Real Estate including monies payable with respect to any other transactions.

*Additionally, the Incentives or Service Fees will be calculated based on the **net of all cancellations of bookings** made by the Service Provider's Clients and based on the slab in which the Service Provider falls into.*

(4.4) All the incidental expenses pertaining to the services of the Service Provider including site visits/client meetings etc. have to be borne by the Service Provider and Century Real Estate is not obligated/liable to reimburse any expenses in this regard. All costs, charges, duties and other applicable taxes if any, including stamp duty arising out of the transaction shall be borne by the Service Provider.

(4.5) Each invoice shall be delivered by the Service Provider 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 payees or in the event of a mismatch between the Service Provider organization name and the cheque/s favouring/Beneficiary name (which was provided at the time of CP Empanelment) on the invoice.

(4.6) Any Payment/Booking Advance paid by the Customer to the Company (through authorized banking channels only) as part of promotion/s or sales or purchase of the Company's Products by the Channel Partner shall fall under the Company's "Cancellation & Refund Policies".

4.7.) The Service Provider agrees not to raise any objection or make any claims regards to such adjustment/set-off and the claims if any in, this regard shall be deemed to have been waived by the Service Provider.

4.8.) In event of any dispute, controversy or claim arising out of, or relating to these terms and conditions or the breach, termination, invalidity or interpretation thereof such dispute/controversy/claim shall be subject to the **exclusive jurisdiction of the courts at Bengaluru.**

4.9.) Terms & Conditions cited and specified herein shall exclusively govern the sale of residential and plotted developments, and nothing herein shall be deemed to govern the sale of TDR, commercial, outright sale of land, leasing, licensing etc.

CONDUCTING BUSINESS WITH CENTURY REAL ESTATE

TERMS & CONDITIONS