



**CHANNEL PARTNERS EMPANELMENT FORM**  
(all fields are mandatory)

**COMPANY CONTACT**

COMPANY/ INDIVIDUAL NAME		REGISTERED OFFICE/HEAD OFFICE ADDRESS	
TELEPHONE (WITH CODE)			
FAX (WITH CODE)		REGISTERED MAILING ADDRESS	
EMAIL			
POINT OF CONTACT NAME		WEBSITE	
DESIGNATION		CONTACT EMAIL	
CONTACT PHONE 1 (WITH CODE)		CONTACT PHONE 2 (WITH CODE)	

**COMPANY OVERVIEW**

NATURE OF BUSINESS/SERVICES			
ENTITY TYPE	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Individual <input type="checkbox"/> Partnership Private Limited <input type="checkbox"/> Public Limited <input type="checkbox"/> LLP <input type="checkbox"/> Other: _____		
MEMBER OF ANY ASSOCIATION	<input type="checkbox"/> BRAI <input type="checkbox"/> CREA <input type="checkbox"/> Others: _____ <input type="checkbox"/> Membership Number: _		
GSTN		TIN NUMBER	
PAN NUMBER		CST NUMBER	
MSME REGISTRATION NUMBER		TAN NUMBER	
COMPANY ESTABLISHMENT DATE		YEARS PREVIOUSLY REGISTERED	
KARNATAKA RERA NUMBER		KARNATAKA RERA VALIDITY/EXPIRY DATE	
MULTIPLE STATE REGISTRATION	With same company details, bank details and different registration certificate associated to real estate (regulation and development) act, 2016 and real estate regulation and development rules framed thereunder by a state. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A		
IF YES	Update the details below	IF NO	fill up multiple registration form as per state / company details with single copy of agreement signed

**Date:**

**Signature**

MAHARASHTRA RERA NUMBER		MAHARASHTRA RERA VALIDITY/EXPIRY DATE	
TELANGANA RERA NUMBER		TELANGANA RERA VALIDITY/EXPIRY DATE	
KERALA RERA NUMBER		KERALA RERA VALIDITY/EXPIRY DATE	
DEHLI (NCR) RERA NUMBER		DEHLI (NCR) RERA VALIDITY/EXPIRY DATE	
TAMIL NADU RERA NUMBER		TAMIL NADU RERA VALIDITY/EXPIRY DATE	
GOA RERA NUMBER		GOA RERA VALIDITY/EXPIRY DATE	
ADDITIONAL INFO			

### BANKING INFORMATION

BANK NAME		BANK ADDRESS	
BENEFICIARY NAME AS PER BANK			
ACCOUNT NUMBER			
ACCOUNT TYPE		MICR CODE	
IFSC CODE		PHONE NUMBER (WITH CODE)	
PLEASE NOTE	BANK ACCOUNT DETAILS PROVIDED ONCE CANNOT BE CHANGED UNTIL NEXT FINANCIAL YEAR		

### CERTIFICATION

I hereby affirm that all information supplied is true and accurate to the best of my knowledge and belief.			
NAME		TITLE/DESIGNATION	
SIGNATURE		DATE	

### Signature of Authorized Person Only with Company Seal

In order to have a track on our regular Channel Partner/contractors; we maintain an information template for all our existing and New Channel Partners. So kindly send back the filled information in soft copy/hard copy to the below mentioned address immediately with all relevant document copies.

**Date:**

**Signature**

## Channel Partners Agreement

### TERMS & CONDITIONS

1. Selection of applicants is at the absolute discretion of **NuoG Group (NGHL & All Associated Companies)** and **NuoG Group** may accept or reject the application without assigning any reasons.
2. The application shall be complete in all respects and shall be accompanied by requisite documents.
3. Constitution Documents and Registration Certificates issued by CT Department/ST Authorities shall accompany the application, without which the application shall not be processed.
4. All discussions between **NuoG Group** and applicant and the information contained in the documents shall be confidential and shall not be disclosed to anyone except to the subsidiaries.
5. Applicant may be entitled to take back the documents submitted within 45 days of submission, thereafter which they will be destroyed.
6. The applicant confirms that he/she/it is not involved in any economic offences, tax default or moral turpitude.
7. Channel Partner agrees and acknowledges that he/she/it is required to register as a real estate agent in the state of \_\_\_\_/\_\_\_\_\_, (e.g.: Karnataka/Maharashtra) as required under the Real Estate (Regulation and Development) Act, 2016 and Real Estate Regulation and Development Rules framed thereunder by a state. Channel Partner explicitly undertakes to register himself/herself/itself as a real estate agent as a condition precedent to confirmation of his/her/its appointment as Channel Partner under this Agreement and communicate his/her/its registration number to the Company forthwith. Channel Partner agrees and acknowledges that this Agreement shall not become valid and binding on the parties unless and until the Channel Partner has communicated the registration number to the Company.
8. The Company agrees to appoint and engage the Channel Partner and Channel Partner hereby accepts the engagement to provide Business Services on a non-exclusive, principal to principal basis, which appointment shall be effective from \_\_\_\_\_, subject to the terms and conditions of this Agreement. Channel Partner agrees and acknowledges that such appointment to provide Business Services shall be restricted exclusively to the geographical territory of India, unless the Company agrees, in writing, to expand its scope.
9. This Agreement is valid for a period of 5 (Five) financial years, i.e., the 1st day of April to the 31st day of March in the following 5<sup>th</sup> year (the "Initial Term"), irrespective of the date of execution of this Agreement. Upon expiry of the Initial Term, this Agreement shall renew automatically for a further period of 5 (Five) financial years, and shall be deemed to have been renewed on the same terms as set out herein, unless otherwise terminated/ amended/ modified by either party during such term.
10. That the Company will not provide any marketing support to the Channel Partner, except supply of brochures. The Channel Partner shall bear all the incidental expenses including expense for site visits. All marketing Co-ordinates produced by the Channel Partner shall have been pre-approved by the Company in writing
11. The Company shall disseminate information about the said Products, about unsold units including the area, the minimum price, the payment terms, the documentations and the status of the receipt of the bookings to the Channel Partner. 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.
12. The channel partner agrees to perform the services solely as an independent party. The channel partner recognize that this agreement does not offer any sole selling or exclusive marketing rights or create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties.

**Date:**

**Signature**

13. The channel partner promises to render the terms and conditions as featured.
14. Identify prospective buyers and promote the residential projects of NuoG Group as per the promotional material, brochures, literature and other instructions provide by the developer.
15. Assist and facilitate in closing deals / transaction wherever possible after registering the prospective client details with the developer.
16. 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.
17. Any enquiry which is generated for NuoG Group, needs to be registered under the project interested by the client. Any enquiries generated already with NuoG Group prior to channel partner registering the lead shall not be considered as a sale and no commission charges shall be payable.
18. The channel partner is not authorized to negotiate the sale value or the terms of sale on behalf of the company.
19. 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 dishonoring of commitments made by the Channel Partner.
20. The Parties agree that the covenants, obligations and restrictions in this Agreement are reasonable in all circumstances. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.
21. Channel Partner will be registered with only one Channel Partner registration of all the identities against one pan card. In case the Channel Partner is a company, they will need to submit a copy of PAN card, Names and Contact numbers of all the Directors of the Company, details of Shareholders, Certificate of Incorporation, Articles of Association and Memorandum of Association, Board Resolution in favour of the authorized signatory authorizing him/her to sign the Channel Partner Registration form. In case of the Channel Partner is a Partnership firm, they will need to submit a copy of PAN card of Partnership firm, Copies of the pan cards of all the Partners, Partnership Deed, Registration Certificate of the firm Partners resolution authorizing the partners to sign the Channel Partner Registration form the same to the Channel Partner by way of a communication in writing.
22. 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.
23. 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 contractor
24. 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
25. The company reserves the right, in its sole discretion, to unilaterally modify or suspend the Terms and Conditions of this Registration Form and intimate.

**Date:**

**Signature**

26. 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.
27. The channel partner shall at all times, observe confidentiality of the terms and conditions of the agreement.

#### **QUALIFICATION OF BROKERAGE**

1. The fees payable to the Channel Partner by the Company shall be 2% (two percent) of the basic sale value and construction consideration ("Fees") 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 24% 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. Sale Commission for resale transaction for channel partner will be at the rate of 0.5% of the sale value.
3. Subject to the fulfilment of clauses herein the Fees will be released within 60 (sixty) working days of receipt of the Invoice by the Company. All payments are subject to deduction of tax at source.
4. 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 favoring/Beneficiary name on invoice which was provided at the time of Channel Partner registration for individual proprietor, company or partnership firm
5. 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.
6. 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.
7. 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
8. 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. In the event that 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.
9. 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.
10. 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.
11. The Channel Partners Agreement and Real Estate Agent/Agency certificate as required under the Real Estate (Regulation and Development) Act, 2016 and Real Estate Regulation and Development Rules framed thereunder by a state. To be valid at time of concluding any transaction for billing/invoicing purpose. If any of

**Date:**

**Signature**

the above-mentioned documents are invalid at time of any transactions the agent/agency will not be eligible to raise the invoice/bill for those Particular Transactions.

#### **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 subject to enquiry 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, the Channel Partner Agreement shall be terminated without any notice to the Channel Partner.

#### **INDEMNITY AND LIABILITY**

1. The Channel Partner agrees to indemnify and hold the Company, its officers, 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 Agreement.

#### **JURISDICTION**

1. This Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts at Bangalore

#### **PRESTIGE PROJECTS MARKETING GUIDELIENS**

As all of you are well aware, we are operating under a RERA regime which requires us not to advertise or market projects prior to RERA approval, which can lead to unnecessary issues with the authorities. You hereby provide your consent to adhering to the following guidelines, with regards to promotions and sales of NuoG Group Projects.

#### **VERBAL AND VISUAL REPRESENTATION**

1. The Channel Partner shall always display in their websites, collaterals and communications that all sales are subject to acceptance by the Company based on price and availability.
2. Channel Partners can only use "NuoG Group Authorized Sales Partner" logo on their websites, social media and in their promotions and are not authorized to use NuoG Group name & logo.
3. Channel Partners shall comply with any brand guidelines submitted by NuoG Group from time to time including the use of standard platforms, templates or any other format as prescribed by NuoG Group.
4. Channel Partners cannot have Project Names such as "Prestige Finsbury Park" used as the domain names or title of their website, social media or any promotional activities.
5. Channel Partners cannot create any websites, advertisements, or indulge in any communications of projects that are yet to be launched.

#### **TELE CALLING**

1. No Channel Partners or their employees/ representatives shall receive or place calls identifying themselves to be a part of Prestige or group companies. Channel Partners and their employees, representatives, should clearly identify themselves as an authorized sales partner

**Date:**

**Signature**

**CP GUIDELINES FOR USE OF COMPANY'S TRADE MARKS AND LOGOS**

1. The Company from time to time shall authorize and permit the Channel Partner to use all or any of the Company's Trademarks, names, designs logos etc., (hereinafter referred to as Intellectual Properties) However, subject to the specific written approval from NuoG Group, the Copyrighted Image provided by NuoG Group can be used, and such use shall be solely and limited for the purpose of marketing the Company's products subject to the specifications provided by the Company from time to time. The size of the image of the NuoG Group logo shall be minimized as much as possible, the Channel Partner logo/identity should occupy the majority of the medium used and be the dominant part of the communication. NuoG Group Logo cannot appear/placed together with other logos. The NuoG Group name and/ or store photo image should not be shown in a way that has the appearance of any partnership or collaboration with the Channel Partner's company trade name and or project.
2. The Company may require the Channel Partner to remove or rectify any of the Company's Intellectual properties whether registered or otherwise if they are not in accordance with the Company's specifications. If the Channel Partner fails to remove or rectify such defective representations even after the Company notifying the Channel Partner of the same the Company reserves its right to terminate this Agreement forthwith and without notice, and in such event any further use of the Company's Intellectual Properties shall be construed as an infringement of the Company's Intellectual Property Rights and Company reserves to take appropriate action against the Channel Partner in accordance with law.
3. Any unauthorized registration and/or use of a domain name bearing a prefix, suffix or variations, similar or deceptively similar to any of the Company's Intellectual Properties registered or otherwise and/or proposed project/project names by the Channel Partner would Tantamount to an Infringement of the Company's Intellectual Properties and in such event the Company reserves its right to take appropriate action against the Channel Partner in accordance with law. A Channel Partner seeking to register a domain name bearing an Intellectual Property of the Company may seek prior authorization of the Company and the Company shall at its sole discretion permit such registration /use of domain names bearing an Intellectual Property/Project Name of the Company.
4. Do not use Prestige name or Prestige Project names as domains
  - a. Do not use: <https://grihaus.com>
  - b. Use: [www.channelpartnername.com/nuogprojectname/](http://www.channelpartnername.com/nuogprojectname/)
5. Use your own name to market Prestige Projects
6. All CPs are instructed to use Authorized Sales Partner of NuoG Group logo in all their communication
7. All the communications to have "Disclaimer" stating that any communication/conflict between the CP & CP's Customer has to be dealt within and does not imply on NuoG Group to abide by any such offers or promises made by CPs
8. Any communication "Digital/Print" has to be approved by the Corporate Communications team of NuoG Group
9. No communications to be made in any manner with regards to the upcoming and yet to be launched projects and any platforms. Any such communications done about any Projects which are yet to be launched has to be removed with immediate effect.
10. No CP is allowed to create Prestige Properties location on Google Maps
11. Collaboration, partnerships, tie-ups, and other such terms must be avoided since it may create confusion and misunderstanding to consumers as to the relationship between NuoG Group and the Channel Partner. Instead "Authorized Sales Partner" term can be used.
12. NuoG Group reserves the right to refuse and or alter the terminology. Usage of the terminology may also be Limited to a specific day(s) and shall not be considered as an infinite right by the Channel Partner.

**Authorized Signatory (Channel Partner)**

**Authorized Signatory (NuoG Group)**

**Date:**

**Signature**