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10 years of crafting spaces with distinction



Residential



Commercial



Hospitality

Bricks and Milestones

VGR ESSOR, NO. 1140, 3rd Floor, 17th Cross, 7th Sector, HSR Layout, Bengaluru - 560102 | Ph No: +91 80 2572 1188

CHANNEL PARTNER AGREEMENT

This Channel Partner Agreement ("Agreement") is made at Bangalore on the 26th day of March 20 26,

Between

M/s. BRICKS & MILESTONES PROJECTS LLP, a Limited Liability Partnership Firm, having its registered office at No.1140, 4th Floor, 17th Cross, 5th Main, 7th Sector, HSR Layout, Bengaluru hereinafter referred to as "LLP" of the First Part.

AND

ORO LUXURY ESTATES , PAN No. (For Domestic):DZVPS9905P, registered under

A sole proprietorship concern and having its registered office at 609 Judges Colony Basaweshwarnagar 3 RD G cross Bangalore 560079

(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.

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

Further to our discussion and based on your submission of the following documents (Scanned copy of all documents are acceptable):

- PAN card (Original to be produced for verification at the time of signing Agreement);
- GST Certificate (Karnataka);
- Karnataka RERA Certificate;
- Aadhar Card (In case of individual)
- Cancelled Cheque;
- MSME Certificate (If available);
- Signed vendor Registration form;



WHEREAS

A. LLP is engaged in the business of developing residential and commercial real estate projects.

B. Channel Partner has represented that Channel Partner has experience in marketing, promoting and facilitating the sale of units/apartment/spaces/plots in residential and commercial real estate projects and has offered his/her/its services to market, promote and facilitate the sale of residential & commercial properties developed by the LLP (hereinafter referred to as the "Apartment/Products") and the LLP, based on such representations, is willing to engage and appoint the Channel Partner to provide the Business Services (as described in Clause 7 below) to the LLP on a principal-to principal basis.

C. Channel Partner has represented to the LLP that he/she/it has the requisite skill, knowledge, experience, expertise, infrastructure and capability to market the Products and further that he/she/it has the requisite trained and experienced persons to perform the functions in terms of this Agreement.

D. Relying upon the representations made and warranties given by the Channel Partner, the LLP has agreed to engage and appoint the Channel Partner to provide Business Services to the LLP on a non-exclusive basis, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

1. CONDITION PRECEDENT TO ENGAGEMENT:

Channel Partner agrees and acknowledges that he/she/it is required to register as a real estate agent in the state of KARNATAKA, as required under the Real Estate (Regulation and Development) Act, 2016 and Real Estate Regulation and Development Rules framed thereunder by the state.

2. NON EXCLUSIVE PARTNERSHIP:

The LLP are pleased to empanel you as Channel Partner on non-exclusive basis for the limited purpose for promoting sale of apartments/units of our Residential Projects. LLP may at its sole discretion is entitled to appoint other Channel Partners for promoting sale of Apartments /units of our Residential Projects for which you are appointed on such terms and conditions as the LLP may desire and you cannot take exception to the same.



3. ENGAGEMENT:

The LLP 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.

4. TERM:

This Agreement is valid during the period of 1 year, i.e., the 1st day of _____ (The "Initial Term"). Upon expiry of the Initial Term, this Agreement shall renew automatically for a further period of 1 (one) year, 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. Upon the expiry of the third year (i.e. two years after the initial term, this agreement stands terminated. Either party shall be entitled to terminate this Agreement without cause by giving the other party written notice of not less than 1 (one) month notice. Upon expiry of the notice period of 1 (one) month, this Agreement shall cease to be valid.

5. COMMISSION:

The Channel Partner will be entitled to a minimum commission of 2% (excluding GST) of the Agreement Value (Base Price + PLC + Floor rise (if apartments) + Car park) for transactions facilitated. However, the actual commission may exceed this minimum and will be dependent on brokerage slabs which would be communicated from time to time.

6. INVOICE AND PAYMENT:

The Channel Partner shall submit the invoice after the LLP is in receipt of minimum payment of 10% of the Agreement value from the customer and execution of the Sale Agreement. The Channel Partner shall submit the invoice in original with seal and sign. The LLP shall make the payment of the Commission within 30 (Thirty) days from the receipt of the undisputed Invoice by the LLP All payments to the Channel Partner shall be made in INR after deduction of applicable tax at source in compliance with the applicable laws that are in force.



7. BUSINESS ACTIVITY:

7.1. It is agreed that support in terms of marketing collateral /brochure will be provided by the LLP.

7.2. The Channel Partner is encouraged to register their lead in advance by email to avoid confusion in the future. However, the validity of the sale would be dependent on whether the customer acknowledges the Channel Partner on the booking form.

7.3. The Channel Partner shall adhere to the latest pricing schedule of the LLP. products and the terms and conditions of its payments unless otherwise agreed by the LLP in writing/via e-mail. The Channel Partner shall strictly adhere to the guidelines laid down by the LLP and shall not deviate from the same in any manner whatsoever.

7.4. The Channel Partner is not allowed to negotiate with customers. If the LLP, through its own sales team, approaches or engages any customer without the Channel Partner's involvement, the Channel Partner will not be entitled to commission for any sales made to that customer. The LLP's decision on this matter will be final and binding.

7.5. All marketing materials produced by the Channel Partner must be pre-approved in writing/via e-mail by the LLP.

7.6. In case more than one Channel Partner claims the sale of a unit, the Channel Partner's name as specified in the Customer's declaration (application form and enquiry form) only will be considered.

7.7. Payments from the Customer should be collected only in the respective LLP's name, which will be indicated at the time of booking the apartments. The fund transfer / cheque shall be made to the account specified in the booking / application form only.

7.8. The Channel Partner needs to be mentioned as 'Lead Source' by the Customer in both the Enquiry form & the Application form. No claim for commission would be entertained, in the event of the 'Lead Source' name being not mentioned in both Enquiry Form and Application Form. Subsequent insertion of the 'Lead Source' name in either or both of them will not be entertained.

7.9. Channel Partner as the Lead Source, cannot be combined with any other lead source.

7.10. The Channel Partner shall ensure that at the time of submission of an Application Form, the Application Form should be strictly compiled 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, cost/price sheet,



self-attested photographs of the applicant along with proof of address, aadhar card, 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 LLP won't be responsible for the same.

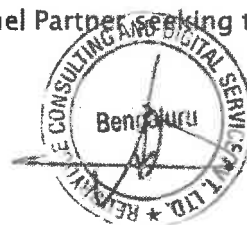
7.12. Any sale by the Channel Partner that does not follow ethical business practices or the terms of this Agreement will result in disqualification, with no further notice, and the Channel Partner will not be entitled to any fees.

8. CANCELLATION OF BOOKINGS:

That in case of cancellation of the booking by the Purchaser for whatsoever reason, no Commission will be paid to the Channel Partner. If the cancellation is made after signing the agreement and making the payment, then the Commission, if already paid for that sale, shall be immediately refunded by the Channel Partner upon a request made by the LLP. The Channel Partner, may, by a written request to the LLP seek to adjust such Commission amounts to be debited into the account of the Channel Partner and adjusted against future transactions within the prevalent financial year. The LLP shall have the sole discretion to accept or reject such requests.

9. USE OF LLP'S TRADE MARK AND LOGOS:

The LLP from time to time shall authorize and permit the Channel Partner to use all or any of the LLP's Trademarks, names, designs logos etc., (hereinafter referred to as Intellectual Properties) and for such permitted use the Channel Partner shall obtain a written approval from the LLP, and such use shall be solely and limited for the purpose of marketing the LLP's products subject to the specifications provided by the LLP from time to time. The LLP may require the Channel Partner to remove or rectify materials using any of the LLP's Intellectual properties whether registered or otherwise if they are not in accordance with the LLP's specifications. If the Channel Partner fails to remove or rectify such defective representations even after the LLP notifying the Channel Partner of the same the LLP reserves its right to terminate this Agreement forthwith and without notice, and in such event any further use of the LLP's Intellectual Properties shall be construed as an infringement of the LLP's Intellectual Property Rights and LLP reserves to take appropriate action against the Channel Partner in accordance with law. Any unauthorized registration and/or use of a domain name bearing a prefix, suffix or variations, similar or deceptively similar to any of the LLP's Intellectual Properties registered or otherwise and/or proposed project/project names by the Channel Partner would tantamount to an infringement of the LLP's Intellectual Properties and in such event the LLP 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 LLP may seek prior authorization of the LLP in writing/via e-mail and the LLP shall at its sole discretion permit such registration /use of domain names bearing an Intellectual Property/Project Name of the LLP.

11. REPRESENTATIONS AND WARRANTIES.

11.1. The Channel Partner represents that he/she/it is competent to enter into contract and is in compliance with all the applicable laws.

11.2. The Channel Partner represents that he/she/it shall at all times be compliant with the compliance requirements required of a real estate agent under the Real Estate (Regulation & Development) Act, 2016.

11.3. The Channel Partner shall always display that all sales are subject to acceptance by the LLP based on price and availability.

12. INDEMNITY AND LIABILITY:

The Channel Partner agrees to indemnify and hold the LLP, its officers, employees, and nominees safe 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 LLP 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.

13. ASSIGNMENT:

The Channel Partner shall not assign, or transfer its rights, benefits or interests under this Agreement, without the prior written consent of the LLP.

14. SEVERABILITY:

The Parties agree that the terms, obligations, and restrictions in this Agreement are reasonable. If any provision is found to be illegal, invalid, or unenforceable under current or future law, (i) that provision will be severed; (ii) the Agreement will be enforced as if that provision never existed; and (iii) the remaining provisions will stay in effect and not be affected by the severed provision.

15. AMENDMENTS:

Any modification, amendment, or waiver of the terms of this Agreement will only be valid if it is in writing and signed by both Parties.



17. JURISDICTION:

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

18. Breach of any of the above terms and conditions would lead to forfeiture of any unpaid commission and entitle the LLP to take necessary action as it may deem fit.

19. The Channel Partner to note that the scope of the services is fully detailed in this Agreement and anything done by Channel Partner beyond the scope provided in this Agreement is not binding on the LLP.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date mentioned above.

FOR LLP

For and on behalf of Bricks & Milestones Projects LLP.

Signature: _____

Name: _____

Designation: _____



FOR CHANNEL PARTNER

For and on behalf of ~~ORO LUXURY ESTATES~~ ORO LUXURY ESTATES (Adithya kiran S)

Signature: _____

Name: ADITHYA KIRAN _____

Email id: adithya@luxury-estates.in _____

Contact number: 9916511555 _____

Proprietor



VENDOR REGISTRATION FORM

Particulars	Remarks	Supporting Document to be submitted
Business/Trade Name	ORO LUXURY ESTATES	
Type of Organisation (Company/Partnership/Proprietorship)	Proprietorship	
Proprietor Name (If Applicable)	Adithya Kiran S	
Phone Number	9916511555	
E-mail ID	adithya@luxury-estates.in	
Registered Address	609 Judges Colony Basaweshwarnagar 3 RD G cross Bangalore 560079	
Communication Address	609 Judges Colony Basaweshwarnagar 3 RD G cross Bangalore 560079	
Contact Person Name	Harsh Kalosia	
Designation of Contact Person	9353807850	
PAN	DZVPS9905P	PAN Card
GST Number	29DZVPS9905P1ZR	GST Certificate
Aadhar Number (If Proprietor)	812352116348	Aadhar Card



Whether PAN & Aadhar are linked? (If Proprietor)	YES	Screenshot of IT Portal
Whether registered under MSME?	NO	MSME Certificate
Whether ITR is filed for the last 2 years?	YES	Signed Declaration
Nature of Services provided or Goods sold	Real Estate Agency	
Bank Account Details	Bank Name -ICICI Acc No -748405500102 IFSC Code -ICIC0007484	Cancelled Cheque

I hereby declare that the above will be the my registered bank accounts details and B&M shall issue cheques and make transfers to the above accounts only.

FOR ORO LUXURY ESTATES



For ORO LUXURY ESTATES(Name of Entity)

Place: BANGALORE

Date: _____



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