

## BRIGADE ENTERPRISES LTD

29<sup>th</sup> & 30<sup>th</sup> Floors, World Trade Center  
Brigade Gateway Campus, 26/1, Dr. Rajkumar Road  
Malleswaram – Rajajinagar, Bangalore – 560 055, INDIA  
Ph:91-80-41379200, 22217017-18 Fax:91-80-22210784  
enquiry@brigadegroup.com [www.brigadegroup.com](http://www.brigadegroup.com)  
Corporate Identity Number(CIN): L85110KA1995PLC019126



### Brigade Group Channel Partner /Agency Appointment Letter (Overseas)

Kind attn.: Mr. ....  
(Address to be inserted)

Dated:

#### Greetings from Brigade Group!

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

- Copy of Double Tax Treaty (DTAT)/ Tax residency certificate
- No permanent establishment (PE) declaration
- Form 10 F
- Visiting card;
- Cancelled cheque of the account you wish to receive funds in.

We are pleased to issue our Agency Appointment Letter (“Letter”) with the following terms and conditions. Please sign and return a copy of the same for our records.

#### Terms and Conditions

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

Also, you are not authorized to represent us as ‘Sole Selling Agents’.

2. You shall be eligible for the Commission/Fee at the rate of 2% (exclusive of service tax) on the Agreement Value of transactions facilitated by you.
3. You shall fill your invoice & submit it after we are in receipt of minimum payment of 20% of the Agreement value from the customer OR execution of Sale Agreement, whichever is earlier. We shall make the payment of Commission within 30(thirty) days of receipt of the Invoice. Invoice must be raised in Indian Rupees only (in short INR) only and the INR shall be converted into respective foreign currency amount as prescribed. All payments to you shall be made in INR after deduction of applicable taxes.

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4. You are requested to contact us for the availability of apartments and rates before offering or committing to your Customer.
5. This Letter does not allow you to create a website in the name of our brand/sub-brands/projects. Our brand/sub-brands/projects should not form part of the domain name in the URL. The content and design of the website/microsite should prominently indicate your role as a Channel Partner of Brigade Group and not impersonate Brigade Group or its employees.
6. Please note that you are not authorized to release any advertisements in any media with our name & logo without our prior consent in writing.
7. Should you wish to advertise, the subject matter should have our prior written consent/approval and we shall not be bearing any expenses whatsoever incurred by you for such advertisements unless agreed upon.
8. Payments from the Customer should be collected only in the respective Brigade Group Company's name, which will be indicated at the time of booking the apartments. No cash transactions are allowed and/or accepted.
9. The Channel Partner is encouraged to register their lead in advance by email to avoid confusion in the future.
10. The Channel Partner needs to be mentioned as 'Lead Source' by the Customer in both the Enquiry form & the Application form, in the Customer's handwriting & with Customer signatures wherever required. In case of over-writing, tampering or white-ink in the booking source space of the Application form, it will not be considered valid for payment of commission. No claim for commission /fee 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.
11. 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.
12. At the sole discretion of Brigade Group, if the Channel Partner is an existing Customer and has over-dues in installments, the commission pay-out shall be adjusted against those over-dues.

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13. In event of cancellation of the booked unit by the Customer within one year of booking, the Channel Partner agrees to refund/adjust against future dues the brokerage paid by Brigade Group.
14. Channel Partner as the Lead Source, cannot be combined with any other lead source.
15. The Channel Partner should abide by expected ethical practices by not offering/sharing part of his/her commission offered by Brigade Group with the Customer or by way of incentive or in any other form to sales/marketing staff of Brigade Group.
16. This Letter is valid until terminated by either party by giving 30 days' prior notice in writing.
17. Breach of any of the above terms and conditions would lead to forfeiture of any unpaid commission and entitle Brigade Group to take necessary action as it may deem fit.
18. The Channel Partner should get himself registered as an Agent under the Real Estate (Regulation and Development) Act, 2016 and keep the registration renewed from time to time. He should submit the copy of the registration certificate or renewal thereof, to Brigade Group before marketing the projects.
19. Please note that the scope of agency service is fully detailed in this letter and anything done by Channel Partner beyond the scope provided in this Letter is not binding on the Company.
20. This Letter will be governed as per the Laws of India. Any dispute shall be subject to exclusive jurisdiction of the courts of Bangalore.

Looking forward to a mutually beneficial business relationship!

Thanking you

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**Brigade Group Representative**

I accept the above mentioned terms & conditions

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**Channel Partner Name:**

**Company Name:**