

EMPANELMENT FORM

COMPANY CONTACT		
COMPANY/ INDIVIDUAL NAME		REGISTERED OFFICE/HEAD OFFICE ADDRESS
TELEPHONE (WITH CODE)		
EMAIL		REGISTERED MAILING ADDRESS
WEBSITE		
POINT OF CONTACT NAME		CONTACT EMAIL
DESIGNATION		
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 LLP Other: _____	
MEMBER OF ANY ASSOCIATION	<input type="checkbox"/> CREDAI Other: _____	
PAN NUMBER	COMPANY ESTABLISHMENT DATE	
WEST BENGAL RERA NUMBER		

BANKING INFORMATION		
BANK NAME		BANK ADDRESS
BENEFICIARY NAME AS PER BANK		ACCOUNT NUMBER
ACCOUNT TYPE		MICR CODE
IFSC CODE		PHONE NUMBER (WITH CODE)

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.

CORPORATE ADDRESS: Qube, Unit NO-814 Plot-IID/31/1, Street NO-1111, Major Arterial Road, Kolkata, 700161

CHANNEL PARTNERS AGREEMENT

TERMS & CONDITIONS

1. Selection of applicants is at the absolute discretion of Westroad Group (all associated companies).
2. The application shall be complete in all respects and shall be accompanied by requisite documents.
3. All discussions between Prestige Group and applicant and the information contained in the documents shall be confidential and shall not be disclosed to anyone except to the subsidiaries.
4. The applicant confirms that he/she/it is not involved in any economic offences, tax default or moral turpitude.
5. 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 th 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.
6. That the Company will not provide any financial support to the Channel Partner. The Channel Partner shall bear all the incidental expenses including expense for site visits. All marketing Coordinates produced by the Channel Partner shall have been pre-approved by the Company in writing.
7. 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.
8. 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.
9. Customer credentials will remain valid for 45 days from the initial visit; subsequent visits are necessary to extend validity beyond this period.
10. Identify prospective buyers and promote the residential projects of Westroad Group as per the promotional material, brochures, literature and other instructions provide by the developer.
11. Assist and facilitate in closing deals / transaction wherever possible after registering the prospective client details with the developer.
12. 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.
13. Any enquiry which is generated for Westroad Group, needs to be registered under the project interested by the client. Any enquiries generated already with Westroad Group prior to channel partner registering the lead shall not be considered as a sale and no commission charges shall be payable.
- 14 The channel partner is not authorised to negotiate the sale value or the terms of sale on behalf of the company.
15. 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 dishonouring of commitments made by the Channel Partner.
16. 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.
17. 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.
18. 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

19. 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.

20. 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 of 10% payment from the customer, 50% of the brokerage will be disbursed, with the remaining 50% to be paid upon receipt of 90% payment from the customer.
 - b. upon registration of the sale agreement by the customer, 100% of the brokerage will be remitted.
 - 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. Subject to the fulfilment of clauses herein the Fees will be released within 40 (fourty) working days of receipt of the Invoice by the Company. All payments are subject to deduction of tax at source.
3. 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 favouring/Beneficiary name on invoice which was provided at the time of Channel Partner registration for individual proprietor, company or partnership firm
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

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.

WESTROAD 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 Westroad 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 "Westroad Group Authorized Sales Partner" logo on their websites, social media and in their promotions and are not authorized to use Westroad Group name & logo.
3. Channel Partners shall comply with any brand guidelines submitted by Westroad Group from time to time including the use of standard platforms, templates or any other format as prescribed by Westroad Group.
4. Channel Partners cannot have Project Names such as "Westroad Heights" 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.

AUTHORIZED SIGNATORY (CHANNEL PARTNER)

AUTHORIZED SIGNATORY (WESTROAD GROUP)

