



**WWICS**  
Estates Pvt. Ltd.

*Agreement for  
Authorised Sales Agent*

**AGREEMENT**

This Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

BETWEEN

\_\_\_\_\_, a Company incorporated and registered under the provisions of the Companies Act, 1956, having its Registered Office at \_\_\_\_\_, A-12, Industrial Area, Phase-VI, Mohali, Punjab, through its Authorized Signatory Sh. \_\_\_\_\_, duly authorized vide Board Resolution dated \_\_\_\_\_ (hereinafter referred to as "**the Company/ First Party**") of the One Part

AND

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

{hereinafter referred to as "**the Authorized Sales Agent (ASA)/ Second Party**"} of the Other Part.

The expressions "**The Company/ the First Party**" and "**the Authorized Sales Agent/ the Second Party**" shall unless repugnant to the context or meaning thereof, mean and include their respective successors, legal executors, assigns, nominees etc.

**WHEREAS** the Company is a reputed & promising name in Real Estate with upcoming projects and is in the process of execution of several residential, hospitality and commercial projects.

**AND WHEREAS** the Second Party is engaged in the business of arranging/ soliciting of bookings of the residential plot, flat, villas, shops, commercial plot/ space etc. developed/ to be developed by various Real Estate Developers.

**AND WHEREAS** The Second Party is desirous of being appointed as the **Authorized Sales Agent (ASA)** of the Company for the purpose of soliciting/ arranging booking of residential plot, flat, villas, shops, commercial plot/ space etc. in various projects developed/ to be developed by the Company or its Associate or Subsidiary Companies has approached the Company for the same.

**AND WHEREAS** the Second Party has represented and assured the Company that it shall provide proper and effective services as desired and to the entire satisfaction of the Company for the said Services.

**AND WHEREAS** replying upon various representations & assurances of the Second Party, the Company has agreed to appoint the Second Party as the **Authorized Sales Agent (ASA)** for its/ its associate Company's Projects.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:**

1. That the Company hereby appoints the Second Party as its Authorized Sales Agent of the Company on non-exclusive basis for a period of \_\_\_\_\_ (\_\_\_\_\_) months, with effect from (w.e.f.)\_\_\_\_\_ for the projects of the Company/ its Associate or Subsidiaries Companies ----- and the Second Party hereby agrees to act as Authorized Sales Agent of the Company on non-exclusive basis for soliciting/ arranging bookings of residential plot, flat, villas, shops, commercial plot/ space etc. in various projects developed/ to be developed by the Company or its Associate or Subsidiary Companies in different locations for the aforesaid tenure (hereinafter referred to as "**The Properties**").
2. That on expiry of the above mentioned period, company may extend the agreement depending on Second Party's overall performance.
3. That the Second Party has submitted/ furnished the documents/ information as listed in **Agent Information Form** to the Company along with execution of this Agreement.
4. That the Second Party shall not act or hold out as Agent of the Company but shall only procure and solicit business in the name of the Company and the business so solicited or procured by Second Party shall be subject to ratification and approval by the Company.
5. That Second Party shall procure booking of said Properties at such price and on such terms and conditions as may be stipulated by the Company from time to time in writing. However, company reserves the right to revise the prices or to withdraw or close the offer of bookings anytime without prior notice.
6. That Second Party shall arrange meetings, conferences, exhibition and audio visual presentations on individual/ group basis at Second Party's cost and Second Party shall pay and bear expenses on account of traveling, conveyance, communication etc. at its own.
7. That if and when Second Party has to publish any advertisement or issue any pamphlet or literature regarding the sale of "The Properties of the Company, Second Party shall obtain prior written approval of the Company to the text of such advertisement/ pamphlet/ literature unless otherwise agreed to in writing, Second party shall alone bear the expenses of such publicity. Also Second Party's advertisement shall not carry any offer of discount to the prospective buyers out of commission payable to Second Party. Second Party's sub agent, if any shall not be permitted to advertise. Further Second Party shall not use logo of the Company in its advertisement etc. unless it is specifically approved by the Company in writing.

8. That the policy regarding the sharing of expenses of the advertisement, if approved by the Company in writing, would be project specific and selection of ASA for such sharing would be based on the performance of ASA in specific project/ as per the discretion of the Company.
9. That it shall be second Party's responsibility to ensure that the provisions of the Foreign Exchange Management Act 1999, including but not limited to the provisions regarding mode of payment and acquisition of immovable property are complied with by the buyers, who are non-resident Indians, person of Indian origin, Foreign Nationals and Foreign Nationals of Indian Origin.
10. That in consideration of the above services rendered by Second Party, the Company will pay Second Party sales commission @ such percentage on the Basis Sale Price as determined by the Company from time to time in Indian Currency (after TDS, if any) on "The Properties" for which booking is received through Second Party and accepted by the Company.
11. That the policy release of sales commission would be project specific and would be communicated to Second Party at the time of finalization of such policy subject to raising of sales commission bills by Second Party. However, the company reserves its right to reconcile/ tally Second Party's commission account from time to time.
12. That the amount of first installment of sales commission due would be paid to Second Party as per project policy decided by the company from time to time and the intending purchaser of the property booked through Second party has signed & executed the Allotment Letter/ Agreement with the Company and has submitted the same to the company.
13. That the Second Party shall raise the bill of Second Party's commission as per disbursement policy of the concerned project in proper bill format (Invoice) and not on letter head. Second Party must clearly state its Service Tax Registration Number in each of its bill. Second Party shall deposit the due service tax charged from us to Service Tax Deptt., within stipulated time and furnish a copy of challan/ return to us forthwith.
14. That the Second Party shall affix its rubber stamp with signature on all the Applications that are booked through it. Second Party shall be entitled to sales commission only on those bookings, the Applications of which are duly filled in (including PAN) and originally signed by the Customers and the same bear Second Party's rubber stamp, ASA code, signature etc. and counter-signed by the officials of the Company.
15. That the Second Party shall be entitled for the payment of sales commission only if Second Party are in a position to solicit and the Company accepts the booking, as per Project Policy decided from time to time by the Company for the Properties during the aforementioned period, otherwise Second Party shall not be entitled for payment of any sales commission.
16. That the Company may provide all brochures or other printed material and glow Sign board for facilitating Second Party to book/ reserve the properties of the Company.
17. That the Second Party shall ensure that all payments to be made by the customers/ allottees by Demand draft/ Pay order/ Cheque would only be in favour of the company or such person as directed/ instructed by the Company in written. The Company shall not be responsible for any cash amount received by the Second Party from the prospective clients/ customers, unless and until the Company issues any valid receipt against such cash payment.
18. That the Second Party hereby undertakes to bear and pay applicable Tax Deductible at Source (TDS), other charges, levies, service tax, tax impositions etc., levied as per applicable law. rules and regulations with regard to its services to be rendered as per terms of this Agreement.

19. That in the event of cancellation of any property booked through Second Party by any customers/ allottees for any reason whatsoever, Second Party shall not be entitled to any commission for the same property. Any commission already paid in respect of such property will be adjusted from commission of some other property booked through Second party or the same shall be refunded back by the Second Party to the Company within 7 days of cancellation of the property booked. Further that, Second Party has to convey its no objection vide No Objection Certificate (NOC) within seven days of demand to customers/ allottees in each case of cancellation of any property booked through Second Party. In case the desired NOC is not given by Second Party within stipulated time period, the Company reserves the right to cancel the Property & adjust the commission of such property from the commission of some other property booked through Second Party or against the security amount deposited by the Second Party or demand refund of commission from the Second Party which the Second Party would pay forthwith within 7 days of Company demanding the refund.
20. That the Company shall only be bound by its written representation through brochure or any other printed material and in case Second Party misrepresent facts to the prospective buyers while soliciting the booking for the Company's properties then the Company shall not be responsible for the same and Second Party shall be liable to indemnify the Company and/ or the prospective buyers for any claims, losses or damages arising out of the misrepresentations or wrong commitments by Second Party. Second Party is vicariously liable for all the acts done by Second Party, its agent, associates, representatives etc. in soliciting the business of the Company.
21. That the Second Party shall adhere to the latest pricing schedule of the company's products and the terms and conditions of its payments unless otherwise agreed by the company in writing.
22. That the Second Party shall strictly maintain the confidentiality pertaining to each deal/ booking including any other information pertaining to the Company/ prospective buyers and shall not divulge the same to any body or any competitor of the Company.
23. That the Second Party's appointment is on non-exclusive basis and the Company reserves its right to appoint any other person for selling of its products from time to time and Second Party shall have no objection to it.
24. That the Second Party shall provide all such after sales services, including but no limited to collection of duly signed and executed Application Form, Allotment Letters, Agreements etc. and submission thereof with the Company within the stipulated period and all other work as directed by the Company from time to time in this regard.
25. That the Second Party shall conduct its business in the manner, which is not prejudicial to the interest of the Company in any way and shall always be transparent in Second Party's dealing with the Company as also with the customers and Second Party, shall strictly comply with the aforesaid terms and conditions of this Agreement. In case of any complaint against Second party's conduct or any breach or violation of the terms and conditions stated herein or concealment of material facts in the Application form, the Company shall have the right to terminate this arrangement immediately without prejudice to the right of the Company to take any other action it may deem fit and proper in the matter.
26. That in case Second Party fail to adhere any of the terms and conditions as referred above, the Company shall have the absolute right to withhold the sales commission and to cancel Second Party's authorization. Further, this arrangement is for the period mentioned herein above and can be terminated by either party by giving Fifteen days prior notice in writing to the other.

27. That in case of disputes or differences arising between the parties on any of the matters or their respective rights and obligations contained in this Agreement or relating to interpretation of any provisions herein, such differences or disputes or matters shall be referred to the Sole Arbitrator to be appointed by the Company. Arbitration proceedings shall take place at **Mohali** in English language. The provisions of the Arbitration & Conciliation Act, 1996 shall be binding on the parties. Subject to the Arbitration as referred above/ in other matters, the Courts at **Mohali** shall have exclusive jurisdiction in all the matters arising out of/ or touching upon and /or in connection with this Agreement.

**IN WITNESS WHEREOF**, the parties have set their hands to this agreement on the day, month & year written herein above.

For and on behalf of Company

For and on behalf of Authorized

Sales Agent

\_\_\_\_\_

\_\_\_\_\_

**(Authorized Signatory)**

**(Authorized Signatory)**

**Witnesses :**

**1.**

**2.**