

CHANNEL PARTNER AGREEMENT

This channel partner agreement (the "**Agreement**") is made and executed on 22 nd day of JAN, 2026 at Bangalore:

Between:

1. **M/s. SUMADHURA INFRACON PRIVATE LIMITED., (CINNö.U45200KA2012PTC062071)**, A company incorporated under the provisions of Indian Companies Act 1956, having its registered office at: Sy.No.108/2, Millenia Building, 1st Main MSR Layout, Munnekollala Village, Marathahalli, Outer Ring Road, Bangalore - 560 037. (**PAN: AAQCS9641A**), GST No.29AAQCS9641AIZZ, (which term shall mean and includes its successors-in-interest and permitted assigns, unless the context requires otherwise), represented by its authorized signatory,
Hereinafter referred to as the "**Company**" / "**SIPL**".

AND

2. **PROPSOURCEINDIA.**
an Individual / a registered partnership firm (Regn. No. **t:S S**)
/ a company (CTN: **??**) incorporated under the
Companies Act, 1956 or 2013 / a Limited Liability Partnership
(LLPIN: **0 0**) registered under the provisions of the
Limited Liability **"1 1"** Act,
aged **1** years ordinarily residing at
Bengaluru.
with its principal place of business at
Bengaluru.
having its registered office at
1st Floor, 98/41, JAYANAGAR, Bengaluru - 560070
represented by its authorized signatory/ managmg partner/designated partner
Mr./Ms. PROPSOURCEINDIA., hereinafter referred to as the
"**CHANNEL PARTNER**", (which term shall mean and includes his/her legal
heirs, executors, administrators, authorized representatives / its successors-in-
interest and permitted assigns, as the context requires).
Real Estate Agent Registration Number:

WHEREAS

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



- B. Channel Partner has represented that he/she/it/they has/have experience in marketing, promoting and facilitating the sale of units/apartment/spaces in residential and commercial real estate projects and has offered his/her/its/their services to market, promoter and facilitate the sale of residential and commercial properties developed by the Company (hereinafter referred to as the **"Products"**) and the Company, based on such representations, is willing to engage and appoint the Channel Partner to provide the Business Services (as described in Clause 4 below) to the Company on a principal-to- principal basis.
- C. Channel Partner has represented to the Company that he/she/it/they have/ has the requisite skill, knowledge, experience, expertise, infrastructure and capability to market the Products and further that he/she/it/they have/ 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 Company has agreed to engage and appoint the Channel Partner to provide Business Services to the Company on a non-exclusive basis, subject to the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. **CONDITION PRECEDENT TO ENGAGEMENT** \ t.\t SS

Channel Partner agrees and acknowledges that he/she/it/they is/are 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 Act, 2016 framed thereunder by the state of Karnataka. Channel Partner explicitly undertakes to register himself/herself/itself /themselves as a real estate agent as a condition precedent to confirmation of his/her/its/their appointment as Channel Partner under this Agreement and communicate his/her/its/their 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 RERA registration number to the Company.

2. **ENGAGEMENT & TERRITORY & ENTIRE AGREEMENT**

- (i) 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. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and it supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understanding whether written or oral, if any between the Company and the Channel Partner.

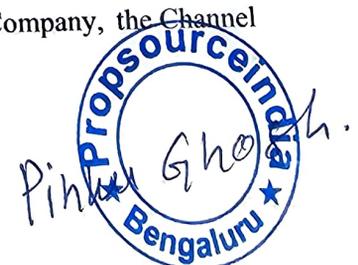
3. **TERM**

This Agreement is valid during the period of 1 (one) financial year, i.e., the 1st day of April to the 31st day of March in the following 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 1 (one) financial 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. 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 and both parties shall be discharged of their obligations, save and except such liabilities that pre-date the effective date of termination.

4. **BUSINESSACTIVITY**

SS

- 4.1 Channel Partner shall be entitled to book/sell and to 5/1! (t1.);rru Sfor any of the Products specified by the Company. (Jtlf r m), the Channel Partner shall confirm with the Sales and Mc, g fi ead of the Company for availability of Products before bookty, ,X10 litting to the prospective buyers. Notwithstanding the above, (J) ng or sale of the confirmed Products by the Company during this perifd shall prevail over the booking/sale made by the Channel Partner. It is hereby clarified that the Channel Partner shall not have the right to sign any document with the customer binding the company and the Channel Partner shall only bring the customer to the company who alone shall have right to sign any binding agreement.
- 4.2 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.
- 4.3 The Channel Partner shall not engage in any negotiation with any customer and in the event 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.

- 4.4 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.
- 4.5 If more than one Channel Partner has committed a booking/ sale of the same Product to different Customers, the sale shall be confirmed by the Company in favour of the Channel partner who closes the sale by making prospective customer enter in to an Agreement of sale with the company, which is sole discretion of the Company. No brokerage shall be payable to the Channel Partner if the booking is rejected. If a sale is confirmed by the Channel Partner without prior confirmation from the Company of the availability of the Product, in the manner set out above, then the Channel Partner shall not be entitled for brokerage and the sale will not be completed.

5. PRICING AND PAYMENT

Any booking made by the Channel Partner shall be subject to the valid "Pricing Schedule" issued by the Company from time to time in respect of each of the Products and also subject to the terms and conditions and payment schedules as applicable to the products, unless otherwise agreed by the Company in writing and entered only by its Sale and Marketing head. All amounts payable towards the consideration/ construction cost towards the Product shall be remitted in the name of the Company through proper banking channels as per the rules, regulations, directions of the Reserve Bank of India (RBI) or other appropriate authorities from time to time and all sales made to NRI / PIO / Foreign National will be accepted by the Company subject to the condition that such person is not disentitled to own property in India.

6. PROFESSIONAL CHARGES

- 6.1 The Company agrees to pay to the Channel Partner a commission (hereinafter referred to as "**Professional Charge**"); in the manner specified in **Annexure 'A'**, during the validity of this Agreement, subject to completion of the transaction in the manner indicated therein. All payments are subject to deduction of all applicable taxes. For the purpose of Professional Charges payable in respect of sale of the Company's Products, the expression, "Basic Sale Price" shall mean the Price at which the Super Built up Area of the Product is sold to the Customer and car parking, which shall become payable subject to fulfillment of all conditions set out



herein duly confirmed by the Marketing Department of the Company.

6.2 The Channel Partner shall be entitled to raise a demand for the professional charges from the Company upon the Company receiving the amount that is due for the first disbursement of the sale consideration from the prospective customer as per the terms and payment schedule of the Agreement of Sale entered between Company and the Prospective customer/purchaser. The professional charges shall become payable within 45 days from the date of receipt of the said consideration received by the Company from the prospective customer/purchaser. The Company will advise the Channel Partner about such payment Schedule.

6.3 The Channel Partner shall not claim any Professional Charges out of the leads that may be diverted from any employee/ marketing department of the Company and shall be independent of any such referral / reference / recommendation by any employee of the Company. In the event of the Company, at a later date comes to know that the Professional Charges that are claimed is against the sale referred by the Company's Sales personnel, then, in such an event, the Channel Partner shall immediately upon demand made by the Company refund the Professional Charge amounts received and the Company shall also reserve the right to terminate this Agreement forthwith and without any further notice or reference to the Channel Partner.

7. CANCELLATION OF BOOKINGS

1 ♦ 'c.SS

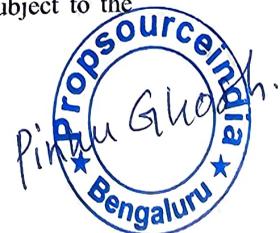
That in case of cancellation of the booking in the future, for whatsoever reason, no Professional Charges will be levied to Channel Partner. If the cancellation is made after signing the agreement and making the payment, then the Professional Charge, if already paid for that sale shall be immediately refunded by the Channel Partner. In case of a request made by the Company or in the alternate the Company will be entitled to recover the amount from the refund payable to the customer or adjusted against the future transactions within the prevalent financial year.

8. MODE OF PAYMENT

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.

9. USE OF COMPANY'S TRADE MARKS AND LOGOS

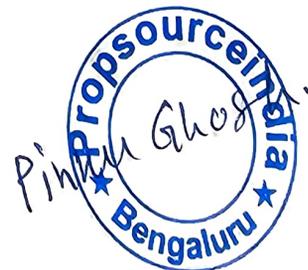
The Company from time to time shall authorize and permit the Channel Partner to use all or any of the Company's Trademarks, names, designs logos etc., (hereinafter referred to as Intellectual Properties) and for such permitted use the Channel Partner shall obtain a written approval from the Company, 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 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. 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. Channel partner should not impersonate Company/SIPL Qg any of the promotional material including , website, listings online

10. REPRESENTATIONS AND WARRANTIES

- 10.1 The Channel Partner represents that he/she/it is competent to enter into contract and is in compliance with the applicable laws.
- 10.2 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.
- 10.3 The Channel Partner shall always display that all sales are subject to acceptance by Company based on price and availability in their websites, collaterals and communications.
- 10.4 The Channel Partner further represents that it shall not pass or give any discounts or any part of its Professional Charges in any form, be it either cash or kind to the customers. It is expressly agreed between the parties that this clause is strictly non-negotiable and any breach may result in immediate termination of this agreement and Company reserves the rights to take appropriate action against the Channel Partner in accordance with law.



11. **INDEMNITY AND LIABILITY**

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.

12. **ASSIGNMENT**

This Agreement shall be binding on, and shall inure to the benefit of: each of Channel Partner and Company and their respective successors, and permitted assigns provided always that the Channel Partner shall not assign or transfer any or all of its rights or obligations under this Agreement without the prior written consent of the Company.

13. **SEVERABILITY**

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

14. **NOTICES**

That all notices to be served on the Channel Partner and the Company as contemplated by this Agreement shall be deemed to have been duly served if sent to the Channel Partner and the Company by E-mail/Registered Post at their respective addresses specified below:

CP. 1st Floor, 98/41, JAYANAGAR, Bengaluru - 560070
E-mail: LEADS@PROPSOURCEINDIA.COM

M/s. SUMADHURA INFRACON PVT.LTD A company incorporated under the provisions of Indian Companies Act 1956, having its registered office at: Sy.No. I 08/2, Millenia Building, 1st Main MSR Layout, Munnekollala Village, Marathahalli, Outer Ring Road, Bangalore - 560 037..

E-Mail:.....



It shall be the duty of the Channel Partner and the Company to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Channel Partner and the Company, as the case may be.

15. **AMENDMENTS**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by the Parties.

16. **DISPUTE RESOLUTION**

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.

17. **JURISDICTION**

This Agreement shall be governed by the laws of India and ^{to S} subject to the exclusive jurisdiction of courts at Bangalore. ^{to S}

IN WITNESS WHEREOF the parties ^{to S} have signed their respective hands the day and year first hereinabove written. ^{to S}

Signed, Sealed & ^{to S} Verified by **Sumadhura Infracon private Limited**

Represented by _____

Signed, Sealed & Delivered by

Channel Partner

Represented by PINKU GHOSH



WITNESS:

1.

2.

ANNEXURE A
(Payment Matrix)

Nature of Activity	Professional Charges	Payable after confirmation by the CRM / relevant Department subject to clause 6.2
Sale of Company's Products.	2% of the Basic Sale Price of the Product as per Clause (6) Basic Sale Price and car parking	Paid against execution of Agreement and receipt of the amount that is due for the first disbursement of the prospective purchasers as per AOS and after confirmation by relevant Department as per clause 6.2.

NOTE : If the Channel Partners directs the customer to a banker not authorized by Sumadhura, the payouts shall not be processed.

