



Pal Infrastructure & Developers Pvt. Ltd.

Corporate Office # Pal Tower 3rd Floor, M.G. Road, Sikanderpur
Gurgaon-122002 (Haryana). Tel.: 0124-4770600, Fax: 0124-4102513

Date: / / 2011

Place: Gurgaon

To,

SUBJECT: APPOINTMENT AS SALES ORGANISER

Dear Sir,

We take pleasure in appointing you as our Sales Organiser on the terms and conditions hereinafter contained:

1. That this appointment shall not expressly and impliedly constitute any Principle – Agent relationship between **Pal Infrastructure & Developers Pvt. Ltd.** (Hereinafter called THE COMPANY) and Sales Organiser. Notwithstanding, you shall only procure and solicit business for the projects of the Company and the business so solicited or procured by you may be subject to ratification and approval by the Company.
2. That you shall procure registration of “**Pal Group**” at such price and on such terms and conditions as may be stipulated by the Company from time to time issued by the company. It is mandatory for the sales organizer to understand written/printed terms and conditions of the application form completely and explain to the customer extensively before accepting the bookings. The company shall not entertain any requests for interest waivers or default condonation under any circumstances nor incomplete application forms shall be accepted.
3. It is the sole responsibility of the sales organizer to get the “Agreement to Sell” signed from their respective customers within 30 days when intimated to do so and submit it to the company duly complete with all the formalities.
4. That you shall arrange meetings, conferences, exhibition, audiovisual presentations, and road shows etc. on individual / group basis at your own cost and expenses but with the prior approval of the Company.
5. That you shall pay and bear expenses on account of traveling, conveyance, advertisements etc.
6. That the sales organiser shall exercise all reasonable care and skills in the performance of his duties and shall act faithfully towards the company.
7. That if and when you have to publish any advertisement or issue any pamphlet or literature regarding the sale of “The Properties” of the Company, you shall take the prior approval of the Company to the text of such advertisement, pamphlet or literature and unless otherwise agreed, you alone shall bear the expenses of such publicity.
8. That at the time of submission of an application form for booking by any sales organiser, it is mandatory that all the desired application form should be strictly complied and complete in accordance with the same. It shall be accompanied with the photocopy of PAN card,

signatures on the “Undertaking” of that specific project, signatures on each page of the application form, self attested photographs of the applicant along with address proof.

9. That in consideration of the above services rendered by you, the Company will pay you commission in Indian Currency on “The Properties” for which registration/booking is received through you and accepted by the Company.

Payable Basic Sales Price for first 5 booking 3% and for thereon beyond 5 bookings the brokerage would be @ 5%

The principal agrees to pay the commission as follows:

After receiving	10.0% of The BSP	- 33% to be released
After receiving	20.0% of The BSP	- 33% to be released
After receiving	32.5% of The BSP	- 34% to be released

10. That the Company shall not be responsible for anything done by you beyond the terms and conditions mentioned herein above.
11. That you shall conduct our business in the manner, which is not prejudicial to the interest of the Company in any way and shall always be above board in your dealing with the Company as also with the customers. In case of any complaint against your conduct the Company shall have the right to terminate this agreement immediately and make payment after deducting any wrong full loss suffered by the Company on account of your misconduct or misrepresentation and in case such loss exceeds the amount of security deposit, you will also be liable to pay the such excess amount to the Company.
12. All the expenses incurred for soliciting enquiries and converting sales shall be borne by the sales organiser and nothing will be reimbursable. No advertisements prior to official launch by the Company using Company name or Company logos will be allowed. In case of shared advertisement between the Company and broker, 75% of the advertisement cost will be borne by the Company and the balance 25% by the broker. Ads. Released by the broker must be approved for design, type, creative, size and cost in advance before each release. This will apply both to joint ads with brokers as well as for ads. released by sales organiser at his own individual capacity.
13. After the completion of the sale all discounts given by the sales organizer will be adjusted from his commission.

A NET CLAIM LETTER needs to be given by the sales organizer stating the actual commission that needs to be paid out to him on each sale .In the event of any dispute concerning the amount of any commissions due or payable by the company to the sales organiser under this appointment, a certificate as to the amount signed by the auditors for the time being of the company shall be conclusive and binding on both parties.
14. That you will not offer any discounts on the Company basic sale price in writing or through advertisement at any point of time.
15. That the company is offering a Honda City on reaching a target of 25 booking of apartments not including 2 BHK apartments in “**Aqua Polis**” & “**Pal City Park**”.
16. That any commission already paid shall have to be refunded or adjusted in case the booking is cancelled at a later date as also in case of cancellations, the sale value of the cancelled unit would be deducted from the total booking / sale value already done till date for the purpose of calculating commission.
17. That all payments will be received in the Company’s name through a crossed cheque / Demand Draft / Pay Order only and receipts will be issued by the Company.

18. That you will not accept cash from any customer on behalf of the Company and issue receipts on the behalf of the Company and Company is completely indemnified by you in such an event.

Please return the duplicate copy of this letter duly signed as a token of your acceptance.

Thanking you,

For PAL INFRASTRUCTURE & DEVELOPERS PVT. LTD

Authorized Signatory

Acceptance:

I/We have read the contents of this letter and accept the terms and conditions of the business stipulated therein.

Signature & Stamp