



Channel Partner Registration Form

Company Name _____

(in case of individual please mention N/A)

Name of Business Owners/Promoters _____

Entity ☐ Individual ☐ Private Ltd. Co. ☐ Public Ltd. Co.
☐ Proprietorship ☐ Partnership ☐ LLP

Office Address _____

Tel. [] [] [] [] [] [] [] [] Mobile 1 [] [] [] [] [] [] [] []
Country Code

Mobile 2
Country Code

Website _____

Email 1 _____ Email 2 _____

Your Focus Location/Area

☐ Western Suburbs ☐ Central Suburbs ☐ South Mumbai ☐ Dubai/GCC

☐ Other Cities of India _____ ☐ Other Countries _____

Number of Years in Operation

| | |
|--|--|
| | |
|--|--|

Expertise ☐ Residential ☐ Commercial
☐ Retail ☐ Industrial Land ☐ Others _____

| | | | | | | | | | |
|-------------------------------------|--|--|--|--|--|--|--|--|--|
| PAN No. (attach self-attested copy) | | | | | | | | | |
|-------------------------------------|--|--|--|--|--|--|--|--|--|

[illegible][illegible]

Affiliation to any Broker Association (if Yes, kindly provide details) ☐ Yes ☐ No

i. _____ Associated since

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

 Year

ii. _____ Associated since

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

Year

iii. _____ Associated since

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

Year

Which of the Omkar properties are you interested in?

- ☐ Omkar 1973 Worli ☐ Omkar Alta Monte ☐ Omkar Meridia ☐ TSBB
☐ Ananta ☐ Vayu ☐ Veda ☐ Others (Please specify below)

Authorised Signatories (with stamp in case of non-individual)

Signature Mandate ☐ Single ☐ Jointly ☐ Anyone

| Name | Designation | Signature | Date |
|------|-------------|-----------|------|
| | | | |
| | | | |
| | | | |

*Attach extra sheet wherever the space provided is insufficient

*The invoicing will be done basis the Signature Mandate given above

Document Checklist:

| Individual | Proprietorship | Partnership | Pvt. Ltd. Co. | Public Ltd. Co. |
|--|--|--|---|---|
| <input type="checkbox"/> PAN Card | <input type="checkbox"/> PAN Card | <input type="checkbox"/> PAN Card | <input type="checkbox"/> PAN Card | <input type="checkbox"/> PAN Card |
| <input type="checkbox"/> Passport/ Driving License/ Voter's ID | <input type="checkbox"/> Passport/ Driving License/ Voter's ID | <input type="checkbox"/> Passport/ Driving License/ Voter's ID | <input type="checkbox"/> MOA | <input type="checkbox"/> MOA |
| | | <input type="checkbox"/> Registered Partnership Deed | <input type="checkbox"/> Board Resolution | <input type="checkbox"/> Board Resolution |

*Refer to the T&C for checklist

I agree to all Terms & Conditions for appointment as Omkar Realtors & Developers Pvt. Ltd.'s Channel Partner.

(For Office Use)

| | Name | Employee No. | Place | Signature | Date |
|--------------------------|------|--------------|-------|-----------|------|
| Face to Face Done by: | | | | | |
| Prepared by: | | | | | |
| Approved by: | | | | | |
| CRM Farvision Update by: | | | | | |

Terms & Conditions for Appointment of Channel Partner

- 1) Channel Partner registration vide this form is mandatory before submission of invoice to Omkar Realtors & Developers Pvt Ltd.
- 2) 'Individual' Channel Partners 'face to face' meeting with authorized personnel of Omkar Realtors & Developers Pvt Ltd is mandatory and will be recorded in this document.
- 3) I) For Domestic Channel Partners': At the time of registration/ appointment of Channel Partner, PAN card and service tax no. is mandatory, if service tax no. is not provided, the same will not be reimbursed. The following documents are also required.
 - a. Proprietorship – Trade License, PAN
 - b. Partnership – Partnership Deed, Trade License, PAN
 - c. Pvt. Ltd. and Ltd. – Board Resolution, MOA, CC, PAN
 II) For International Channel Partners':
 - a. Residence Proof
 - b. License if applicable
 The documents for non deduction of taxes, if any, as per Double Taxation Avoidance Agreement (DTAA) have to be provided by them or else applicable taxes shall be deducted as per the prevailing Indian Taxation laws.
- 4) Authorization/appointment of Channel Partner shall be at the sole discretion of Omkar Realtors & Developers Pvt Ltd and or its subsidiaries, sister concerns (may change project to project).
- 5) Booking of a unit/flat through a Channel Partner will be recognized only if:
 - a. An authorized representative of the Channel Partner accompanies the client during their 1st visit at sales office.
 - b. At the time of 'welcome call' made by Omkar Realtors & Developers Pvt Ltd, customer should agree & confirm the Channel Partner's intermediary role.
 - c. Channel Partner must ensure that the customer acknowledges in writing the channel partner's name & intermediary role on the Booking Form.
- 6) Commissions/brokerage is payable on the total agreement value on lump sum basis and may vary from project to project.
- 7) TDS will be deducted as per applicable rules and regulations, certificate for the same will be provided.
- 8) Commission/brokerage can be claimed by the Channel Partner through an invoice duly signed and stamped by the Authorized Signatories which is commensurate with the Channel Partner Registration Form. Any change in the list of Authorized Signatories need to be intimated to Omkar Realtors & Developers Pvt Ltd in writing immediately. The invoice needs to be raised on the letterhead of the Registered Entity only.
- 9) Brokerage payment will be made in favor of the registered name of the channel partner as per the company records.
- 10) Channel Partner commission payout would be processed within 30 working days from the date of submission of invoice or receipt of 19.9% of consideration value + ST from customer, whichever is later.
- 11) Once the commission has been paid, any change in consideration value attributable to any reason as the case may be, would not entitle the channel partner to any incremental commission payout.
- 12) In the event of cancellation of a booking prior to receipt of 19.9% of consideration value + service tax from customer, Channel Partner will not be eligible for commission.
- 13) The Channel Partner cannot share any pricing details on the behalf of the Company in writing with the client nor can send any email regarding the same. In the event of case any discrepancies, the Omkar Realtors and Developers will take preventive action against the Channel Partner.
- 14) The Channel partner is responsible for ensuring that All Documents like Signed Application Form, Attested KYC Documents, Attested copies of Unit Layout and Payment schedule etc. is provided to Omkar Realtors & Developers within seven working days, post the commercial closure.
- 15) Project pricing at any time is at sole discretion of Omkar Realtors and Developers Pvt. Ltd. which has the right to Increase or Decrease the pricing without any prior notice. Omkar Realtors and Developers Pvt. Ltd. will publish such pricing information from time to time as and when required.
- 16) The channel partner is not restricted to sourcing of business within India and can source Non- Resident Clients which are based out of India. In a scenario of international sourcing of business, the channel partner will be eligible for brokerage and same will be as per the brokerage payout structure relevant for Domestic Sales (sales within India). All brokerage will be paid in Indian currency and after deduction of relevant Indian taxes. The payments shall at all times be subject to be being permitted and valid under applicable policies, laws, order and regulations.
- 17) Internationally domiciled Channel Partners will be governed by tax laws of their respective domicile countries and prevalent laws of India.
- 18) The channel partner is aware that the services provided by the channel partner are in nature of Real Estate Agent services and would be liable for service tax in India as they are in connection with properties located within India.
- 19) For sourcing of business, the channel partner in no way will pretend or convey in any way that he/she is representing Omkar Realtors and Developers Pvt Ltd or is organizing, participating and conducting any event, exhibition, sales activity whether in Mumbai, Outstation and within India or Overseas/ International and out of India.
- 20) A Channel Partner will remain 'exclusively mapped' with a particular customer for a maximum period of 90 / 60 / 45 days (please refer grid below) from the date of their first Omkar site/office visit together. However, within the exclusively mapped period, the customer reserves the right to change his/her Channel Partner with a written notification to Omkar Relator & Developers Pvt. Ltd. in such a scenario, Omkar Realtors and Developers Pvt Ltd will inform the earlier mapped channel partner about change in client mapping as per client instruction. Customer can change his/her Channel Partner without any notification whatsoever beyond the stipulated 'exclusively mapped period'.

| Channel Partner & Customer 'Exclusively Mapped' Time- Period | Customer domiciled in Mumbai | Customer domiciled out of Mumbai / Pan India | Customer domiciled out of India / International |
|---|---------------------------------|---|--|
| Omkar 1973 Worli | 90 days | 90 days | 90 days |
| Omkar Other Projects (Residential & Commercial) | 45 days | 60 days | 60 days |

The customer will reserve the paramount right to retain or change channel partner at any point during the sale process.

Breach of any of the above terms and conditions would lead to forfeiture of any unpaid commission and entitle Omkar Realtors & Developers Pvt Ltd to take necessary action as it may deem fit.

This agreement will be governed as per Law of India. Any dispute shall be subject to exclusive jurisdiction of the courts of Mumbai.

I/we the undersigned agree to the terms and conditions as mentioned above.

Signature with Stamp
(As per Signature Mandate in Registration Form or BR, MOA or Deed)

Place:

Date:



Omkar Realtors & Developers Pvt. Ltd.

Omkar House, Off Eastern Express Highway, Sion-Chunnabhatti Signal, Sion (E), Mumbai-400 022.

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