

Online Registration Form

Investay Realty Services LLP - An Initiative by Century Real Estate Holdings Pvt. Ltd

I/We have taken professional services of _____ for sale of our property and hereby also agree to sell the above mentioned property at minimum value of _____ Lakhs/Crs.

If a prospective buyer comes to an agreement with INVESTAY REALTY SERVICES LLP on terms which are acceptable to me/us as the owner, a fee amount of 3% of the decided sale consideration amount will be given to INVESTAY for their services. INVESTAY will be only handling the sale transaction on my behalf, however all the documentation and statutory charges (e.g. - E-stamp paper, stamp duty, valuation etc.) will be borne by me/us being the owner of the company. I/we hereby also confirm to pay all the levies/GST towards the services being rendered by INVESTAY.

This Registration form will cover all the aspects of your and property details, which you wish to Resale/Rent-out. We at INVESTAY will be providing complete professional service & customer centricity.

First Name*	
Last Name*	
Mobile Number*	
Alternate Mobile Number*	
E-Mail ID*	
Current Address	
Resale/Rental (mention any one)	
Address of Property*	
KYC (PAN/AADHAR NUMBER)* Provide copy for same	

**Mandatory Fields*

1. Type of Property (Tick any one)

☐ Apartment ☐ Villa ☐ Plot ☐ Independent-Bungalow ☐ PentHouse

2. No. of BHK ☐ Studio ☐ 1BHK ☐ 2BHK ☐ 3BHK ☐ 4BHK ☐ 5BHK ☐ Plot

3. Area of the Property (in SFT) Super Built Area _____ Carpet Area _____

4. Status of the Property (For Resale option only)

☐ Ready-to-Occupy ☐ Nearing completion ☐ Under-construction* (* More than 1 year to complete)

5. Facing of the Property ☐ EAST ☐ NORTH ☐ WEST ☐ SOUTH

6. Years since completion ☐ Less than 1 year ☐ 2-4 Years ☐ 5 Years+ ☐ 10 Years+

7. Property is ☐ Vacant ☐ Self Occupied ☐ Tenanted, if tenanted valid for ____ months.

8. Property is within limits of ☐ BBMP/BDA ☐ BIAPPA ☐ DPA ☐ Village Panchayat

9. Choose the Amenities available (Tick options applicable)

Lift		Grocery Store	
Power Back-up		Pharmacy	
Club House		Salon/Spa	
Swimming Pool		Kids Play Area	
Gym		Pet Area	
Covered Car Park		Children's Play Area	
Indoor Games Arena		Indoor Games Area	
Badminton/Tennis		Library	

Car park (Yes/No) in Nos.: _____

Covered/Non-covered: _____

Interiors (Not furnished/Semi furnished/Fully furnished): _____

USP of the Property:

Existing Home Loan on the Property? YES/NO: (if yes, mention the bank name)

Property registered YES/NO (if Yes, mention the registrar office):

Terms & Conditions:

1. Appointment as 'Exclusive Service Provider': The Owner/s hereby appoints INVESTAY as his/her/their exclusive Service Provide for the purpose of sale/rental of Property.

2. Scope of Work: It is agreed between the Parties that INVESTAY shall either through its employees or third party service providers, on best effort basis and:

- a.** Assist and facilitate the Owner/s in identifying a suitable buyer/s or Tenant for the Property,
- b.** At its sole discretion, use any or all media / online tools / platforms / any other medium to display, disclose and advertise the details of the Property in order to gather maximum reach out to prospective buyer/s or tenants with sole intention of getting optimum benefit on the Property to the Owner/s,
- c.** Facilitate and arrange visits to the Property to various prospective buyer/s or 'tenants on request,
- d.** Secure the best possible sale price / monthly rent to the property by negotiating with such prospective buyer/s or tenant.
- e.** Collect from the prospective buyer/tenant advance token amount of agreed sale/ rental value towards advance sale/rental consideration, and arrange for execution of agreement of sale / rental between the prospective buyer/tenant and the Owner/s,
- f.** Shall ensure the prospective buyer completes the sale transaction within 3 (three) months from the date of agreement of sale (or within such time period mutually

agreed at the time of signing of the said agreement of sale) and in case of rental same period will be for 15 (fifteen) days.

- g.** Provide assistance in preparation of necessary legal documentation/s including MOU/agreement of sale/sale deed/Tenancy contract/lease contract (as applicable),
- h.** Provide assistance in stamping/obtaining stamp paper for execution of such legal documentation at the cost of the Owner/s,
- i.** Provide assistance in payment of statutory fees as regards the proposed transaction to the authorities at the cost of the Owner/s,
- j.** Provide assistance in completion of registration of legal document at the jurisdictional office of the Sub-Registrar of Assurances at the cost of the Owner/s.

It is expressly clarified and mutually agreed between the Parties that INVESTAY shall not be responsible for any additional scope of work outside the agreed scope of work as above.

3. Statutory Charges: It is expressly clarified and mutually agreed between the Parties that the costs payable towards stamp duty, registration fee, statutory fees and incidental expenses payable thereof, shall although be borne by the prospective buyer as per the existing laws, even if opted to be paid by the Owner/s, shall solely be payable by the Owner/s or prospective buyer, and INVESTAY shall not be responsible at any time for payment of any such charges/fees/duties/levies/penalties, etc., in relation to the Proposed Transaction/Property.

4. Mandate Period: This Agreement shall be valid, binding and in force for a period of 90 (ninety) days - 180 (one hundred eighty days) from the Effective Date or completion of the Proposed Transaction based on the categorization of the property, whichever is later. During the mandate period the Owner/s shall not appoint any other person/entity as the service provider for the sale of the Property. In the event during the mandate period, if the Owner/s agrees to sell / sells the Property to any third party identified by Owner/s personally or through third party service provider/s, then the Owner/s shall be liable to pay the Service charges to INVESTAY as provided in this Agreement.

5. Lock-in Period: The entire Mandate Period shall be lock-in period for the Owner/s and the Owner/s shall not be entitled to terminate the Agreement during the Mandate Period ("Lock-in Period"). In the event the Owner/s wishes to terminate the Agreement during the Lock-in Period, the Owner/s will be liable to pay the entire Service Charges to INVESTAY as per Clause 7 below.

6. Subscription Charges: The Owner/s shall deposit with INVESTAY a sum of ₹5000/- (Rupees Five Thousand only) as "Subscription Charges" on the Effective Date (subscription charges is waived off for century customers). Accordingly the Owner/s have paid the said charges vide Razor pay/ cheque in favor of INVESTAY REALTY SERVICES LLP subject to Clause below, the entire Subscription Charges shall be refundable/adjusted by INVESTAY to the Owner/s within 15 (fifteen) days of expiry of the Mandate Period.

7. Service Charges: The Owner/s agrees to pay to Century a sum equivalent to 3% (three percentile) of actual sale value ("Service Charges"), in the following manner:

- a.** A sum equivalent to 1.50% (one point five zero percentile) or 50% (fifty percentile) of the Service Charges immediately upon receipt of Advance (defined below) by the Owner/s from the buyer of the Property,
- b.** A sum equivalent to 1.50% (one point five zero percentile) or 50% (fifty | percentile) of the remaining of the Service Charges on the date of registration of the sale deed in relation to the Property,
- c.** The Subscription Charges and the Service Charges are exclusive of applicable goods and services tax ("GST"). Applicable GST shall be payable by the Owner/s in addition to the above,
- d.** Both Subscription Charges and Service Charges shall be paid by way of either Razor pay or account payee cheque drawn in favor of "INVESTAY REALTY SERVICES LLP".
- e.** In the event after identifying the prospective buyer / after executing the agreement of sale, if the Owner/s declines to sell the Property to the said prospective buyer, then the Owner/s shall be liable to pay the entire Service Charges to INVESTAY,
- f.** In the event after executing the agreement of sale, if the prospective buyer declines to purchase the Property, then from and out of the damages if any paid by the said buyer, the Owner/s shall pay the balance Service Charge to INVESTAY,
- g.** In the event any prospective buyer declines to purchase the Property for reasons attributable to misrepresentations or suppression of facts made by the Owner/s under this Agreement, the Owner/s shall be liable to pay the entire Service Charges to INVESTAY.

h. It is expressly agreed by the Owner/s that the Service Charges once paid shall not be refundable under any circumstances whatsoever.

8. Rights of INVESTAY: Notwithstanding anything contained herein to the contrary, | the Owner/s hereby expressly agrees and accepts that INVESTAY is entitled to the following rights under this Agreement:

a. Receiving Service Charges under this Agreement.

b. Terminate the Agreement for any material breach by the Owner/s or if any of the representations made by the Owner/s to INVESATY is found to be materially incorrect.

c. In the event of any breach of the terms of this Agreement by the Owner/s, INVESTAY shall be entitled to enforce specific performance and also be entitled to recover all the losses and expenses incurred as consequence of such breach from the Owner/s.

9. Jurisdiction and Dispute Resolution: Notwithstanding anything contained herein to the contrary, | the Owner/s hereby expressly agrees and accepts that INVESTAY is entitled to the following rights under this Agreement:

a. The substantive laws of India shall apply to all judicial and quasi-judicial proceedings herein. The courts in Bangalore alone shall have jurisdiction in all matters relating to this Agreement.