

Service Agreement

Investay Realty Services LLP - Real Estate Returns Maximized
Century Sales galleria

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SERVICE AGREEMENT

Date:

This Service Agreement will cover entire details of the property for sale and we request our client to provide all the required details to ensure smooth sale of property.

| | |
|---|--|
| First Name* | |
| Last Name* | |
| Mobile Number* | |
| Alternate Mobile No. | |
| E-mail ID* | |
| Address of the Property* | |
| Current Address* | |
| Resale or Rental (mention any one) | |
| KYC (PAN/AADHAR NUMBER)* Provide copy for same | |

Terms & Conditions of this Contract

- Appointment as 'Exclusive Service Provider':**The Owner/s hereby appoints INVESTAY as his/ her/their Exclusive Service Provider for the purpose of resale/ rental (as applicable) 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:

2.1. Assist and facilitate the Owner/s in identifying a suitable buyer(s)/ tenant(s) for the Property.

2.2. 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)/ tenant(s) with sole intention of getting optimum benefit on the Property to the Owner(s).

2.3. Facilitate and arrange visits to the Property to various prospective buyer(s)/ tenant(s) on request.

2.4. Secure the best possible sale price/ rental value to the Property by negotiating with such prospective buyer(s)/ tenant(s) subject to minimum selling/ rental value (as applicable) as agreed between Investay and the owner(s).

2.5. Collect from the prospective buyer a minimum of 10% (ten percent) of agreed sale value towards advance sale consideration, and arrange for execution of agreement of sale between the prospective buyer and the Owner(s) (Only in case of Sale).

2.6. Collect from the prospective tenant(s) agreed value of the security deposit towards rental, and arrange for execution of rental agreement between the prospective tenant(s) and the Owner(s).

2.7. Shall ensure the prospective buyer to complete 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).

2.8. Provide assistance in preparation of necessary legal documentation(s) including MOU/ agreement of sale/ sale deed/ rental agreement or such other document relating to the said transaction by whatsoever name called.

2.9. Provide assistance in stamping/obtaining stamp paper for execution of such legal documentation at the cost of the Owner(s)/ Buyer(s)/ Tenant(s) as may be agreed between the parties.

2.10. Provide assistance in payment of statutory fees and completion of registration of the documents with the jurisdictional office of the Sub-registrar as regards the Proposed Transaction: to the authorities at the cost of the Owner(s)/ Buyer(s)/ Tenant(s) as may be agreed between the parties.

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. **Mandate Period:** This Agreement shall be valid, binding and in force for a period of 90 (ninety) days to 180 (one hundred and eighty) days (as applicable) from the effective date or completion of the Proposed Transaction, whichever is later. During the Mandate Period, the Owner(s) shall not appoint any other person/entity as their service provider for the resale/ Rent of the Property. In the event during the mandate period, if the Owner(s) agrees to sell/ rents the Property to any third party identified by Owner(s) either personally or through third party service provider(s), then the Owner(s) shall be liable to pay the Service charges as agreed upon in this agreement of INVESTAY.
4. **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 6 below.
5. **Subscription Charges:** The Owner(s) shall deposit with INVESTAY a sum of = 5,000/- (Rupees Five Thousand only) as "Subscription Charges" on the Effective Date:

5.1. The Owner(s) have paid the said charges vide ,Bangalore. Subject to Clause 6 below, the entire Subscription Charges shall be refundable by INVESTAY to the Owner(s) within 15(fifteen) days of expiry of the Mandate period: or

5.2. The subscription charges are waived-off to the owner if he/she is an existing Century customer.

6. Service Charges:

6.1. Service Charges for Resale: The Owner(s) agrees to pay to INVESTAY a sum equivalent % (percent) of actual sale value ("Resale Service Charges"), in the following manner:

6.1.1. A sum equivalent to 50% (fifty percent) of the Resale Service Charges immediately upon: receipt of Advance (defined below) by the Owner(s) from the buyer(s) of the Property.

6.1.2. A sum equivalent to 50% (fifty percentile) of the remaining Resale Service Charges on the date of registration of the sale deed in relation to the Property.

6.2. Service Charges for Rental: The Owner(s) agrees to pay to INVESTAY a sum equivalent to. rental value of one month ("Rental Service Charges")

6.2.1. A sum equivalent to 100% (hundred percent) of the Rental Service Charges immediately upon receipt of security deposit.

6.3. Common Service Charges Terms: The Subscription Charges and the Resale Service Charges/ Rental Service Charges (as applicable) are exclusive of applicable goods and services tax ("GST"). Applicable GST shall be payable by the Owner(s) in addition to the aforesaid charges.

6.3.1. Both Subscription Charges and Resale Service Charges/ Rental Service Charges (as applicable) shall be paid by way of cheque/ Demand Draft/ bank transfer/ online transfer in favor of INVESTAY REALTY SERVICES LLP. Details of Bank Account of Investay:

A/c Name: _____

A/c No: _____

Bank Name: _____

Bank Branch: _____

IFSC: _____

6.3.2. In the event after identifying the prospective buyer/ tenant after executing the agreement of sale/ Rent Agreement, if the Owner(s) decline to sell/ rent the Property to the said prospective buyer/ tenant, then the Owner(s) shall be liable to pay the entire Resale Service Charges/ Rental Service Charges (as applicable) to INVESTAY.

6.3.3. In the event after executing the agreement of sale/ Rent Agreement, if the prospective buyer/ tenant declines to purchase/ rent the Property, then

from and out of the damages, if any paid by the said buyer/ tenant, the Owner/s shall pay the balance Resale Service Charges/ Rental Service Charges to INVESTAY.

6.3.4. In the event any prospective buyer/ tenant 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 Resale Service Charges / Rental Service Charges to INVESTAY.

6.3.5. It is expressly agreed by the Owner(s) that the Resale Service Charges/ Rental Service Charges once paid shall not be refundable under any circumstances whatsoever.

7. **Owner(s)'s Assurances, Covenants, Warranties and obligations:** The Owner(s) have made the following representations, assurances etc., and undertakes to abide by the following terms and conditions in relation to the Proposed Resale/ Rent.

Notwithstanding anything contained herein to the contrary, the Owner(s) hereby:

7.1. Covenants that he/she/they is/are the absolute and lawful Owner(s) of the Property having a : clear, legal and marketable title to the Property free from all encumbrances.

7.2. Covenants that he/she/they has/have not entered into any arrangement for a similar service in relation to the Property with any other person or entity.

7.3. Covenants that he/she/they has/have not entered into any agreement/agreement of sale, license, rent, lease etc., of the Property or any part thereof with any person/entity.

7.4. Agrees to abide by all the terms and conditions of this Agreement.

7.5. Agrees to hereby authorize INVESTAY to advertise, disclose, display the details of the Property as may be necessary to reach out to maximum number of prospective buyer(s)/ tenant(s) through various websites/ media/ platform at its sole discretion. The Owner(s) understands and agrees that this option granted to INVESTAY is with a sole intention to entitle INVESTAY to generate more leads and enquiries in relation to the Property for the benefit of Owner(s).

7.6. Hereby confers absolute rights to INVESTAY to arrange inspections and visits to Property by its; prospective buyers until the completion of the

Proposed Transaction. In this regard the Owner(s) have handed over one set of keys to INVESTAY.

7.7. Hereby authorizes INVESTAY to handle end to end negotiations with the prospective buyer(s)/ tenant(s) including discussing and deciding sale consideration; payment terms and payment cycle(s); preparation of agreements, deeds, etc; procurement of stamp papers and facilitating execution and registration of the same; for and on behalf of the Owner(s). The Owner(s) hereby undertakes to come and execute the said deed(s) as and when intimated by INVESTAY.

7.8. Understands and agrees that INVESTAY will undertake the aforementioned exercise for and on behalf of the Owner(s) with bona fide intention on a best effort basis and the final sale consideration is subject to various factors like location of the Property, nature of the Property, market trend, market demand, etc., which neither INVESTAY nor the Owner(s) will have any control of.

7.9. Agrees to pay the Service Charges to INVESTAY in terms of Clause 6 above.

7.10. Hereby agrees that on and from the Effective Date, (i) not to entrust the agreed scope of work: or any portion of it to any other person or entity other than INVESTAY, (ii) not to solicit or encourage, discuss, negotiate or accept proposals or offers concerning the Property during the Mandate Period from any third party, (iii) that any breach in this regard will be a material breach of the Agreement, and (iv) Owner(s) shall pay the Resale Service Charges/ Rental Service Charges agreed hereunder during the Mandate Period even if the Owner(s) deals with the Property personally or through a third party in breach of this Agreement.

7.11. the Owner(s) shall furnish Property documents as set out in Annexure II for establishing clear, valid and marketable title (in case of Resale).

7.12. agrees to arrange for original documents inspection upon specific requests made by any prospective buyer(s) (in case of Resale), and

7.13. Affirms that Owner(s) have disclosed all material facts and/or defects in relation to the Property/documents in relation to the Property, pending litigations, threat of litigation or procedures, notices issued by any statutory authorities as and when received by the Owner(s) to INVESTAY and keep INVESTAY informed at all times about any new developments in relation to the Property prior to and during the Mandate Period.

714. The summary of property set out in Annexure III is correct in all manners.

7.15. Agrees to indemnify and keep indemnified INVESTAY at all times against any loss/ damage/ cost/ charge/ expense that INVESTAY incurs or suffers by any reason: (i) of any action or inaction, deed or thing done by the Owner(s), (ii) of Owner(s)'s representations, covenants and warranties under this Agreement including regarding title being defective and other undisclosed material defects, and/or (iii) of use of the information or assistance provided under this Agreement.

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:

8.1. Receiving Resale Service Charges/ Rental Service Charges under this Agreement.

8.2. Terminate the Agreement for any material breach by the Owner(s) or if any of the representations made by the Owner(s) to INVESTAY is found to be materially incorrect.

8.3 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. Miscellaneous:

9.1. It is agreed between the Parties that subject to the Owner(s) complying with all the terms.

9.2. Under this Agreement including the payment schedule, INVESTAY shall endeavor on best effort basis to complete the Proposed Transaction within the Mandate Period.

9.3. The Parties confirm and acknowledge that this Agreement together with the schedules and annexures, if any shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement and no understanding varying or extending the same shall be binding upon any Party unless arising out of the specific provisions of this Agreement and is in writing.

9.4. The terms contained in this Agreement intend to reflect the entire understanding of the Parties: and will be binding upon the Parties upon the execution of this Agreement and thus, impose legal binding obligations on

the Parties. Either Party shall not cause any willful damage or loss to the Property during the Mandate Period.

9.5. If for any reason whatsoever, any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of this Agreement.

9.6. No indulgence, delay or relaxation on the part of the Parties hereto in enforcing any of the terms and conditions and these presents shall constitute a notice of waiver of breach of terms and conditions, nor shall it in anyway prejudice the rights of the Parties under these presents to any extent in any manner.

9.7. All the responsibilities, clauses and conditions of this Agreement are obligatory. Any deviation! of the Owner(s) without express and written authorization from INVESTAY will have effect only through tolerance, and could never be regarded as agreed and Owner(s) to be adherent to all clauses and conditions requiring strict fulfillment.

9.8. This Agreement may not be altered, amended, modified or otherwise changed in any way except by a written instrument signed by the Parties.

10. Jurisdiction And Dispute Resolution:

10.1. 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.

10.2. It is agreed between the Parties that in the event of any dispute or difference of opinion, claims, or other questions whatsoever arising between the Parties relating to this Agreement or other documents and papers executed to be executed in pursuance hereof, the same shall be first mutually resolved between the Parties and in case if the Parties are unable to reach a consensus on the same, then it shall be referred to arbitration of a single arbitrator in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The seat of Arbitration shall be Bangalore and the proceedings shall be in English Language.

IN WITNESS WHEREOF, the Parties hereto have set their respective signatures to this Agreement on the day, month and year first here in above written before the following witnesses.

Owner(s):

FOR INVESTAY REALTY SERVICES LLP,
by its authorized signatory:

Name:

Witness. 1:_____

Name:

Witness 2:_____

ANNEXURE-I
(Description of Property)

All that piece and parcel of the immovable property bearing Unit No. _____
municipal No. _____ (PID No. _____) Measuring _____ square feet of
super built-up area. situated in the floor of the residential apartment building known
as, _____ constructed on larger land bearing _____
No. _____ measuring about _____, situated at _____
Village, _____ Hobili, _____ Taluk, Bangalore together with
_____ square feet of UDS in the said larger land and bounded on:

East By:

West By:

North By:

South By:

ANNEXURE-II**(Property documents to be furnished by Owner)**

A. List of documents if the property was originally developed by CENTURY:

| | | |
|----|--|--|
| 1 | Agreement of sale executed in relation to the Property. | |
| 2 | Construction agreement executed in relation to the Property. | |
| 3 | Sale Deed / any other deed of conveyance under which the Owner/s came to acquire the right, title and interest to the Property. | |
| 4 | Khatha certificate of the Property in the name/s of the Owner/s. | |
| 5 | Khatha extract of the Property. | |
| 6 | Up-to-date taz paid receipts of the Property from the date of purchase from CENTURY. | |
| 7 | Encumbrance certificate from the date of purchase from CENTURY to date. | |
| 8 | Latest electricity bill, and paid receipt. | |
| 9 | Latest water bill and paid receipt, if applicable. | |
| 10 | No Dues Certificate as regards maintenance charges etc issued by the apartment owners' association for sale of the Property. | |
| 11 | No objection certificate issued by the apartment owners' association for sale of the Property. | |
| 12 | Whether the Property is mortgaged with any Bank / financial institute.If yes to furnish a) Mortgage Deed b) Statement of Current outstanding issued by the said Bank / financial institute c) List of the documents mortgaged | |
| 13 | If the Property is tenanted, to furnish a copy of said Agreement. | |
| 14 | Whether agreement/s of any nature entered into with any third parties (for sale/ service/ license etc). If yes, furnish a copy of same. | |
| 15 | Details and documents concerning any past / existing litigation in relation to the Property or any portion of it. | |
| 16 | Any other document/s as may be requested by INVESTAY / prospective buyer / legal counsel in relation to the Property. | |

B. List of documents if the property is not developed by CENTURY:

| | | |
|---|--|--|
| 1 | All documents listed in section 'A' | |
| 2 | All title and other documents pertaining to the Property prior to the date of purchase or acquiring ownership (along with Byelaws of Owners Association) | |
| 3 | Title report from the legal counsel directed INVESTAY. | |
| 4 | Documents or clarifications as may be requested by the legal counsel issuing the title report. | |
| 5 | Whether the original documents of the project has been handed over to the Owners Association by the developer ? | |
| 6 | To arrange for inspection of original documents of the project. | |

Note: The list of documents above are not exhaustive. Any further documents as may be required by the prospective buyer/ tenant shall be provided to INVESTAY on request.

ANNEXURE-III

Property Summary Sheet

Please tick / fill the relevant box appropriately.

All fields are mandatory.

| | | | |
|----|--|--|----------------------------------|
| 1 | Developer | CENTURY Group | Non-CENTURY Project (to specify) |
| 2 | Project Name | | |
| 3 | Number of Owners | | |
| 4 | Owner/s or GPA holder Name & contact details | | |
| 5 | Whether mortgaged | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 6 | Khata in Owner/s name | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 7 | Tax paid for 2022-23 | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 8 | Nature of property | <input type="checkbox"/> Apartment <input type="checkbox"/> Villa <input type="checkbox"/> Plot <input type="checkbox"/> Independent <input type="checkbox"/> Bungalow <input type="checkbox"/> Penthouse | |
| 9 | Type of Property | <input type="checkbox"/> Studio <input type="checkbox"/> 1 BHK <input type="checkbox"/> 2BHK <input type="checkbox"/> 3 BHK <input type="checkbox"/> 4 BHK <input type="checkbox"/> 5BHK | |
| 10 | Area of Property (sft) | Super Built-up Area: _____ Carpet Area: _____ | |
| 11 | Status of Property (if resale) | <input type="checkbox"/> Ready to Occupy <input type="checkbox"/> Nearing completion <input type="checkbox"/> Under-construction <input type="checkbox"/> More than 1 year to complete | |
| 12 | Interiors | <input type="checkbox"/> Not furnished <input type="checkbox"/> Semi furnished <input type="checkbox"/> Fully furnished | |
| 13 | Facing of property | <input type="checkbox"/> East <input type="checkbox"/> West <input type="checkbox"/> South <input type="checkbox"/> North | |
| 14 | Years since completion | <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 2-4 years <input type="checkbox"/> 5-9 years <input type="checkbox"/> 10-15 years <input type="checkbox"/> 15+ years | |

| | | |
|----|--|--|
| 15 | If completed, present status of property | <input type="checkbox"/> Vacant <input type="checkbox"/> Self-occupied <input type="checkbox"/> Tenanted |
| 16 | If tenanted | <input type="checkbox"/> To be vacated prior to sale <input type="checkbox"/> To be vacated after sale <input type="checkbox"/> Tenancy to be attorned |
| 17 | If tenanted | Security deposit amount paid by tenant: _____ |
| 18 | Location Limits of property | <input type="checkbox"/> BBMP <input type="checkbox"/> Village panchayat Others (Specify: _____) |
| 19 | Available Amenties to the property: <input type="checkbox"/> Lift <input type="checkbox"/> Power Back-up <input type="checkbox"/> Club House <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Gym <input type="checkbox"/> Covered car park <input type="checkbox"/> Indoor game area <input type="checkbox"/> Badmiton/Tennis <input type="checkbox"/> Grocery store <input type="checkbox"/> Pharmacy <input type="checkbox"/> Salon/Spas <input type="checkbox"/> Kids play area <input type="checkbox"/> Pets area <input type="checkbox"/> No. of car parks Others (Specify: _____) | |
| 20 | List of snags in the property: | |
| 21 | List of things undertaken to be repaired / fixed by Owner/s prior to sale deed registration: | |

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