

Client Application Form

PLEASE FILL ALL THE INFORMATION IN BLOCK LETTERS



1 CLIENT PERSONAL DETAILS

PAN Number: _____ Are you an existing client? Yes No

If Yes, please skip the following details and go to the "Purchase details" section.

Type of client: Individual Partnership Ltd. Company LLP Trust HUF

Client name: _____

FULL NAME AS IT SHOULD APPEAR IN LEGAL DOCUMENTS
Date of birth: _____ Gender: M F Are you an NRI?: Yes No
D D M M Y Y Y Y

Address: _____

STREET CITY STATE POSTAL CODE COUNTRY
Email ID: _____ Mobile number: _____
ISD CODE PHONE NUMBER

2 NOMINEE DETAILS

Name of nominee: _____

Date of birth: _____ Gender: M F Relationship: _____
D D M M Y Y Y Y

Email ID: _____ Mobile number: _____

If Nominee is a minor, guardian name: _____ Relationship: _____

Email ID: _____ Mobile number: _____

Mailing address: _____

3 PAYMENT/PURCHASE DETAILS (we do not accept cash payments)

Project code: _____ Total amount: _____

Payment method: Online / electronic transfer Cheque enclosed (please write client's name on the back of the cheque)

4 BANK DETAILS (to pay you directly, as applicable) NRI clients, please give your NRO account details only.

Account type: Resident Indian account NRO account

Bank name: _____ Bank account number: _____

Account holder's name: _____

FULL NAME AS PER BANK RECORDS
IFSC: _____ Branch name: _____

Documents submitted: PAN copy Current address proof Cancelled cheque (to pay you after resale)

If you are an NRI: Passport copy Current visa copy

I acknowledge that SmartOwner Services India Private Limited ("SSI") is offering me the Services in accordance with the Master Services Agreement on the reverse of this form on the basis of the aforesaid particulars submitted by me. I undertake to promptly inform SSI in writing of any changes in such particulars.

Signature: _____ Date: _____ Place: _____
D D M M Y Y Y Y

Agent name: _____

Channel manager name: _____

SSI approval seal box: _____

Master Services Agreement

This master services agreement (hereinafter “Agreement”) is made and entered into BY AND BETWEEN:

SMARTOWNER SERVICES INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 8th Floor Delta Block, Sigma Tech Park, Whitefield, Bangalore 560066 (“Company”);

AND

The person/entity (“Client”), referred to as the Applicant on the reverse page of this Agreement (“Application”).

WHEREAS:

- (a) The Company is, inter alia, engaged in the business of providing information technology enabled consultancy and brokerage services in all forms of assets, projects or opportunities;
- (b) The Client is desirous of transacting in the asset, project or opportunity (“Property”) bearing the project code mentioned in the Application and in connection therewith wishes to avail himself of certain Services (as defined below) from the Company; and
- (c) Pursuant to discussions between the parties, the Company has agreed to provide its Services to the Client for the consideration and on the terms and conditions set out herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. APPOINTMENT

Subject to the terms and conditions of this Agreement, the Client hereby appoints the Company to provide the services mentioned below (“Services”) and the Company hereby accepts the engagement to provide the Services to the Client.

2. SERVICES

The Services to be provided by the Company may include: (i) facilitating transactions with respect to the Property; (ii) identifying buyers for the Property at an appropriate time for resale and facilitating the negotiation of an appropriate resale price with them; (iii) facilitating the creation and operation of suitable escrow accounts to ensure transparency; (iv) establishing an information technology enabled platform to facilitate purchase and resale of the Property; and (v) in order to secure the interest of the Client, providing such other services that are incidental and ancillary to the Services including, without limitation, obtaining on behalf of the Client (through third parties), title or lien over the Property or over any other Property owned or made available by the seller or promoter (“Seller”) of the Property. To facilitate speedy redressal, the Client specifically empowers, authorises, nominates and appoints the Company or its nominees to act as his agent or on his behalf in the event that the Client has any dispute with the Seller.

3. LIMITATION OF THE SCOPE OF SERVICES

Notwithstanding anything contained herein, the Company shall perform only those Services that have been specifically set out in this Agreement and shall not be required to undertake such other duties and responsibilities that are not reasonably within the scope of the Services. The Company will not provide any services or advise the Client in connection with the legal, financial and tax aspects pertaining to the Services. Furthermore, the Company is not obliged to review and advice on the technical, commercial and other terms of any documents submitted or provided to the Client by third parties in connection with the Property.

4. ESCROW ACCOUNT

The Company will set up an escrow account with a reputed bank for the protection of the Client and to ensure transparency. The escrow agreement will broadly operate as follows: (i) the Company will deposit the payments made by the Client into the escrow account; (ii) the funds in the escrow account may be withdrawn by the Company and can only be used to pay: (a) any advance amounts as may be required to be paid to or on the instructions of the Seller; (b) the amounts due to the Seller, including the purchase consideration, payments due under any supplemental or other agreements executed between the Company and the Seller; (c) the Company for its fees as set out herein; and (d) reasonable expenses directly related to the Property, such as marketing fees, legal fees, stamp duties, taxes including income taxes on interest earned in escrow, etc., and (e) upon resale, transfer or assignment of the Property, if applicable, the buyer shall deposit the sale proceeds, minus any amounts remaining due to the Seller, into the escrow account, and that money shall be remitted to the Client after deducting any amounts due to the Company under this agreement and reasonable expenses related to the transaction. The Client also agrees that the Company may only remit the sale proceeds of an NRI or foreign Client in accordance with applicable government regulations.

5. ONLINE PORTAL / PROJECT FLYER

The Client agrees that he has reviewed the Project details on the website (“Online Portal”) maintained by the Company or the Project Flyer provided to the Client and understands that there may be balances due to the Seller and marketing fees to re-market the Property, and agrees that such amounts may be deducted from the resale proceeds of the Property.

6. FEES AND TERMS OF PAYMENT

In consideration of the Services to be provided hereunder, the Company shall charge a service fee (“Fee”) of 6% (six percent) of the amount paid or payable for the investment in the Property. Such Fee shall be exclusive of any and all taxes, including service tax, which shall be borne by the Client and the Fee shall become payable to the Company immediately upon executing this agreement with SmartOwner. The Client agrees that the Company may recover the Fee from escrow account directly or from the Seller, in which case, the corresponding amount shall be remitted from the escrow account to the Seller.

7. DUE DILIGENCE

All properties listed on SmartOwner.com or offered by the Company are offered after legal vetting by a reputable law firm but the Company does not ensure or guarantee the legal title or status of the Property. The Client acknowledges that the Company is providing the Services hereunder on an “as is” basis and the Company specifically disclaims all warranties, express, implied or statutory, including, without limitation, any warranty of fitness for a particular purpose, completeness or any other warranty arising from the course of performance or course of dealing. The Client acknowledges that the Company is only providing the Services and all transactions in the Property will be undertaken by the Client directly or through appropriate powers of attorney issued by the Client.

8. NO GUARANTEED RETURNS

The Client acknowledges that the Company is a services firm that only facilitates the Client to transact in the Property and its services are limited to the Services mentioned above. The Client further acknowledges that transacting in the Property is subject to the normal risks associated with such Property including, but not limited to, fluctuation in market prices. The Company does not predict future prices and therefore cannot guarantee any specific return in the future upon resale of the Property.

9. LIMITATION OF LIABILITY

Notwithstanding anything stated in this Agreement, in no event shall a party be liable to the other party for any indirect, incidental, consequential, special, exemplary or other damages, including but not limited to loss of profits, loss of data, business interruption and the like, suffered by the other or any third party under or in pursuance of the terms

hereof, howsoever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same. In no event shall the Company’s liability for any losses and damages in connection with this Agreement exceed the Fee actually paid by the Client to the Company, regardless of whether such liability arises from a claim based upon contract, warranty, tort or otherwise. The Client further acknowledges and agrees that every decision taken by him pursuant to the transactions contemplated hereunder represents an assumption of risk, which the Company does not and shall not underwrite or assume in any manner.

10. TERM AND TERMINATION

This Agreement shall commence upon its execution and shall continue to be in full force and effect, unless terminated prior thereto in accordance with the terms of this Agreement. This Agreement shall automatically terminate at the later of (a) the Client executing transaction documents with the Seller and, if applicable, (b) if the Client wishes to have the Company market the Property for resale, upon the Company paying to the Client the agreed portion of the proceeds of the resale after deducting costs and the Fee.

11. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of India, and subject to this clause, the courts at Bangalore shall have exclusive jurisdiction. The parties shall amicably resolve any and all disputes arising out of or in connection with this Agreement, failing which the disputes shall be settled in accordance with provisions of the Arbitration and Conciliation Act, 1996. The parties shall mutually appoint a sole arbitrator to conduct the arbitration proceedings. The venue for arbitration shall be Bangalore and the language for arbitration shall be English.

12. MISCELLANEOUS PROVISIONS

Force Majeure: Neither party shall be liable for failure to fulfill any obligation under this Agreement on account of force majeure or reasons beyond their reasonable control.

Assignment: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and any of the rights, interests or obligations hereunder may be assigned by the Company to any third party without any manner of restriction. The Client acknowledges that in the event of death of the Client, such rights, interests or obligations under this Agreement may automatically be assigned by the Company to such Nominee as nominated by the Client in the Application and the Company shall not be held liable for any claims, losses, damages, costs, liabilities, charges, etc., arising out of such assignment.

Multiple Purchases: If the Client submits multiple application forms with the same project code, the Company shall combine the amounts in all such applications and treat them as one single application for the total amount and, in such circumstance, the Client and the Company agree that any MSA or POA may be used with respect to the total combined transaction.

Notices: All notices, requests and other communications required to be given by the Client to the Company shall be in writing and shall be sent by registered mail to the registered office address of the Company, marked to the attention of the legal department of the Company. The Company shall be deemed to have received notice upon receipt by its legal department of the notice. All notices, requests and other communications required to be given by the Company to the Client may be by registered mail or e-mail and shall be sent to the mailing or e-mail address provided by the Client and shall be deemed received when dispatched by the Company.

Amendments: This Agreement can be amended only by a written agreement executed by both parties, provided that the person executing such document on behalf of the Company is duly authorized by the Company through a valid board resolution in this regard.

Pronouns: Masculine pronouns (he, his and him) are used in this Agreement for the sake of convenience. Wherever a masculine pronoun is used in this Agreement, it shall refer to a person of either gender or an entity.

Severability: If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the parties shall endeavour to replace such provision with a valid, legally enforceable provision that reflects the original intent of the parties.

Complete Agreement: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals unto this Agreement.

By Client	By Smartowner Services India Private Limited
NAME:	NAME:
DESIGNATION:	DESIGNATION:
DATE:	DATE: