

Date : _____

To,

Dear Sir / Madam,

REG.: APPOINTMENT AS SALES ORGANIZER

We take pleasure in appointing you as our "Sales Organizer" on a non-exclusive basis on the following terms & conditions for the period from _____ to _____.

The Sales Organizer's shall abide by the terms & conditions mentioned as under

1. The Sales Organizer shall be responsible for arranging / securing booking of plots of land / villas / apartments / houses / shops / offices and any other property developed / promoted by DLF Universal Ltd. and/or any of its associates (hereinafter referred to as "Property / Properties" anywhere in India at such price and on such terms & conditions as may be stipulated in writing by DLF Universal Ltd. from time to time.
2. The Sales Organizer shall deposit a sum of INR. **Rs. 50,000/-** (Rupees Fifty Thousand only) or equivalent if paid in foreign currency, with DLF Universal Ltd. as security deposit within [30] days of accepting this nomination letter, failing which, this nomination shall stand cancelled without any reference / notice. The said security deposit shall carry an interest @ 6% per annum from the date the amount is credited in DLF Universal Ltd. bank account. (Incase you have already deposited the same, please attach a copy of the receipt)
3. The Sales Organizer shall not be an employee and / or agent of DLF Universal Ltd. nor shall he act or hold himself out as an agent or employee of DLF Universal Ltd. to any person at any point of time. The relationship between the Sales Organizer and DLF Universal Ltd. shall always be on principal to principal basis.
4. In case, the Sales Organizer wishes to publish any advertisement or issue any pamphlet or literature relating to the Property of DLF Universal Ltd., he shall ensure the same is in accordance with the standard terms issued by DLF Universal Ltd. and shall also seek prior written approval of DLF Universal Ltd with respect to the text proposed to be published in such advertisement / pamphlet / literature. Unless otherwise agreed, the Sales Organizer alone shall bear the expenses of such publicity / advertisement.
5. That in consideration of the above services rendered by the Sales Organizer, the Company will pay brokerage @ 2% of Sale Price in Indian Currency (subject to TDS, if any) on "The Properties" for which booking is received through the Sales Organizer and accepted by the Company (Sales) and the same shall become due and payable only on the fulfillment of all the conditions herein below stated:-
 - (a) All the application forms of the Properties that are booked through the Sales Organizer must bear his rubber stamp with signatures; and are counter-signed by the authorized officials of DLF Universal Ltd; and
 - (b) The Sales Organizer is in a position to secure and DLF Universal Ltd accepts the booking for sale of minimum of 5 Properties, written one year's time from date of the Sales Organizer's appointment; and
 - (c) Property / Properties for which 25% of total sale value is received from the purchasers will only be considered for payment of commission on execution and submission of the Buyers Agreement to sell in respect of such Property / Properties by such allottees/customers / intending purchasers to DLF Universal Ltd.
 - (d) The Sales Organizer agrees and understands that if the Company abandons the project or terminates the allotment due to any reasons whatsoever, (without giving any reasons) then the Company shall not be liable to pay any commission to the Sales Organizer.
 - (e) Sales Organizer shall be responsible for collecting the payment from the customer (s) as per the payment plan opted by the customer(s).

6. Lease Cases: The Company and / or its associates will pay a commission for leasing, equivalent to [15] days rent, for anchor store and one month's rent for retail brands i.e. shops, showrooms & restaurants etc. for the Property leased out. However, the amount of commission due would only be paid to the Sales Organizer by the Company id: (Lease cases).
 - a) The Company should have received at least 3 months security deposit, equivalent to the lease rent of the Property leased through the Sales Organizer;
 - b) The application forms / term sheet of the Property, leased through the Sales Organizer must bear his rubber stamp with signatures and are counter- signed by the authorized officials of the Company / Head Sales; and
 - c) The intending lessee of the Property has executed and submitted the term sheet/lease agreement and all other necessary documents in respect of the same.
 - d) The Sales Organizer agrees and understands that if the Company abandons the project or terminates the lease deed due to any reasons whatsoever (without giving any reasons) then the Company shall not be liable to pay any commission to the Sales Organizer.
7. The Sales Organizer shall be authorized to use his international network for purchasing the sales of the Property. DLF Universal Ltd may make payment of the commission / incentive to such international office directly, on invoice being raised on the company developing the project in which the Property is situated, and such payment shall be a valid discharge of DLF Universal Ltd obligation to pay the commission / incentive to the Sales Organizer with regard to the Property sold by the international office.
8. To DLF Universal Ltd and / or its associates, subsidiaries as the case may be take the payment of commission / incentive to the Sales Organizer, the Sales Organizer shall raise a bill on DLF Universal Ltd. The Sales Organizer shall also submit a copy of his Permanent Account Number (PAN)& Service Tax Registration to DLF Universal Ltd within 7 days from the date of accepting the terms hereof.
9. The commission/incentive shall be inclusive of all the taxes (except service tax) and expenses, which the Sales Organizer may incur/might have incurred in securing the bookings, including but not limited to, the expenses for arranging meetings, conferences, exhibition, audiovisual presentations on individual / group basis & expenses on account of travelling, conveyance, communication and entertainment. No extra charges, commission etc. shall be payable to the Sales Organizer on any account whatsoever.
10. All payments of commission/ incentive to be made to the Sales Organizer shall be subject to deduction of tax at source as per applicable law.
11. The Sales Organizer shall ensure that the provisions of the Foreign Exchange Management Act 1999 and any other applicable laws, in so far they relate to mode of payment and acquisition of immovable property by non-resident Indians and foreign nationals of Indian Origin are concerned are complied with.
12. The Sales Organizer shall not assign any or all of his rights and obligations under this nomination letter to any person/ party.
13. The Sales Organizers shall not have right, title or interest of any nature whatsoever in DLF Universal Ltd. intellectual property(s) and the use of any intellectual property of DLF Universal Ltd. by the Sales Organizer as a part of text/ material for advertisement / pamphlet / literature shall not confer, assign, convey in the Sales Organizer's favour any right, title or interest in such intellectual property.
14. Any approval / authorization / clearance to be obtained by the Sales Organizer from DLF Universal Ltd. under the terms and conditions hereof, shall be addressed to and obtained in writing from the authorized signatory.
15. The Sales Organizer shall act/function in a manner which is not prejudicial to the interest of DLF Universal Ltd. in any way and shall always be above board in his dealing with DLF Universal Ltd. and also with customers.
16. The Sales Organizer shall strictly abide by the terms and conditions of this nomination letter.
17. The term of the Sales Organizer's nomination shall be for a period of one year with effect from _____ to _____. This nomination letter may be extended by DLF Universal Ltd. alone for a further period of one year at its sole discretion by giving intimation in writing. If the nomination is not extended, it will expire on _____ without any notice and the Sales Organizer shall have no right to raise any objection in this regard.
18. DLF Universal Ltd. may without assigning any reason, terminate the Sales Organizer's nomination during the term of this nomination letter by giving 30 days notice in writing. Furthermore, DLF Universal Ltd. shall have the right to terminate this nomination letter by giving 7 days notice in writing if:-

- a. In DLF Universal Ltd. opinion, the Sales Organizer is engaged in activities, which are prejudicial to DLF Universal Ltd. interest; or
 - b. Any complaint is received by DLF Universal Ltd. against the Sales Organizer's conduct, while acting in pursuance of this nomination letter; or
 - c. the Sales Organizer is in breach of any other terms & conditions of this nomination letter.
19. In the event, in respect of any Property booked through the Sales Organizer, if there is a default by the customer in payment of the sale value of Property to the Company, beyond the initial 25% of sale value / sale price, or 3 month security deposit of lease rent, the Sales Organizer shall be liable to return the commission / incentive received by the Sales Organizer for the said Property, failing which DLF Universal Ltd. shall be entitled without prejudice to other rights, to deduct the said amount from the security deposited by the Sales Organizer with DLF Universal Ltd. and / or from the commission / incentive payable to the Sales Organizer for any other Property.
20. Subject to other terms of this nomination letter:-
- On expiry of this nomination letter or on termination by DLF Universal Ltd. as per first part of clause 18, DLF Universal Ltd. shall refund the Sales Organizer the security deposit.
- In case, the Sales Organizer's nomination is terminated / cancelled due to any reason specified in the second part of clause 18, then, without prejudice to other rights and remedies, which DLF Universal Ltd. may have, no interest shall be payable to the Sales Organizer.
21. All or any disputes arising out of or touching upon or in relation to the terms of this nomination letter including the interpretation and validity of the terms hereof and the respective rights and obligations shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi by a sole arbitration who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The courts at Delhi alone shall have the jurisdiction.
22. This nomination letter does not and shall, in no event, be construed as guaranteeing any minimum income / business / commission to the Sales Organizer.
23. No failure or delay by DLF Universal Ltd. in exercising any right or power shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right or power preclude any further exercise of the same or any other right or power.
The Sales Organizer shall return the duplicate copy of this letter duly signed as a token of his acceptance.
24. This nomination letter supersedes any nomination letter or any other letter of similar nature.

Thanking you,

Yours truly,

DLF Universal Ltd.

Sales Head

Ananta Singh Raghuvanshi

Executive Director – Sales & Marketing

ACCEPTANCE

I/We have read & understood the contents of this nomination letter and accept the terms and conditions here in above.

Date

Place

(Broker Code No. : _____)

Signature & Stamp

