

IN-SGApsv16

## **Project marketing consultancy agreement**

**Dated:** [\[date\]](#)

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Date

Parties

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**This Agreement is dated:** [date]  
**It is made between** [Name]  
**of** [Address] (the “Builder”)  
**And** [Name]  
**of** [Address] (the “Marketer”).

**These are the agreed terms:**

## **1. Definitions**

Following definitions apply unless the context  
:

“Agreement”	means the instant Project Marketing Consultancy Agreement.
“Assistance”	means the marketing and sales promotion and customer development
“Effective Date”	means the date of the signing
“Project”	means all projects offered for sale, leasing from time to time by the Builder to the Marketer and any other projects
“Territory”	means the country / state / territory
“Confidential Information”	means all information obtained or disclosed, including but not limited to all data, documents, applications, papers, statements, slips, programmes, plans and/or any business/customer information, marketing strategies/plans and any and all other trade secrets, confidential knowledge or information of either party relating to its business, practices

/

## 2. Summary of agreement

2.1 The Builder is a public limited company incorporated in the

, 1956

/

;

2.2 The Marketer is a real estate service provider company that offers solutions like project marketing,

,

;

2.3 For the purpose of promoting and marketing its Project [\[Identify project\(](#)  
[\)\]](#),

## 3. Scope of Work

The Marketer hereby agrees to provide to the Builder, and the Builder

,

:

### 3.1 Marketing Planning:

Preparing an extensive marketing plan starts once the promoter is ready

:

#### 3.1.1 Positioning and Segmentation:

The Marketer shall determine

#### 3.1.2 Media Planning:

Carefully identifying the

### 3.1.3 **Designing Marketing Collateral:**

Designing of the brochure well synchronised with the

## 3.2 **Sales Process Management:**

The sale

### 3.2.1 **Planning Sales Activity:**

After the marketing plan is in place,

3.2.2 **Pre-Launch** would involve strategic selection of targeted prospective customers to whom the Project is

3.2.3 **The Launch** of the Project is a crucial stage which needs decision making at every step right from selection of

3.2.4 **The Post** Launch sales continue till the completion and handover of the Project. In the post launch period the Marketer shall provide dedicated sales staff deployed at the respective

### 3.3 Quality Management:

The Marketer shall ensure uniformity in marketing communications with prospective clients with

### 3.4 Payment Collection:

The Marketer shall ensure that the flow of

## 4. Assignment and Sub-contracting

4.1 Neither of the parties hereto shall be entitled to assign this

/

4.2 The Marketer, however, shall by itself, or, at its discretion, through

;

4.3 The Marketer shall be absolutely responsible and liable for all

;

4.4 The Builder shall not be entitled to

## 5. Bookings and Delivery

5.1 All bookings from customers shall be addressed

;

5.2 Immediately upon acceptance of a

;

- 5.3 Subject to clause 5.7 ,  
;
- 5.4 The Marketer shall not be  
;
- 5.5 On acceptance of any booking by the Builder ,  
;
- 5.6 Upon the acceptance of any booking by the Builder, the Builder shall be responsible to ,  
,  
,  
;
- 5.7 Notwithstanding anything contained in this Agreement, the Builder shall not be  
:  
5.7.1 if the Project or sale of  
;  
5.7.2 if sale pursuant

## 6. Fees and remuneration

- 6.1 In consideration of the marketing consultancy provided by the Marketer under this Agreement,  
,  
:
- 6.1.1 Fixed Fee: [ ] +  
.
- 6.1.2 Variable Fee: (%) on the total value of all the  
.  
.

6.2 The Marketer shall be paid the above remuneration after raising its invoice for the fees ( )

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6.3 In addition to the payments under clause 6.1, the Marketer shall be

6.4 All payments under this Agreement to the Marketer shall be ( )

6.5 The payments as provided for in this Agreement shall

6.6 It is expressly clarified that no remuneration

6.7 All the payments shall be payable / / [ ]

## 7. Delivery of Project

The Marketer understands that delivery of the Projects against bookings procured

## 8. Obligations of the Marketer

8.1 The Marketer undertakes to:

8.1.1 co-operate to the

8.1.2 maintain a sales



8.1.3 assist the Builder in \_\_\_\_\_ ;

8.1.4 notify the Builder if the \_\_\_\_\_ ;

8.1.5 furnish to the Builder such \_\_\_\_\_ ;

8.1.6 keep the Builder informed \_\_\_\_\_ .

8.2 The Marketer shall designate a person(s) responsible as

- - - ;

8.3 The Marketer will provide to the Builder sales forecasts and

## 9. Obligations of the Builder

9.1 The Builder shall not restrict the Marketer from selling the \_\_\_\_\_ / \_\_\_\_\_ ;

9.2 The Builder shall be responsible for meeting all expenses towards the Project related to \_\_\_\_\_ , \_\_\_\_\_ / \_\_\_\_\_ , \_\_\_\_\_ / \_\_\_\_\_ ;

9.3 It shall be the responsibility of the \_\_\_\_\_ / \_\_\_\_\_ ;

9.4 The services of the Marketer shall only be limited to the marketing &

9.5 The Builder agrees that the minimum tenure of the instant agreement shall be for /

## 10. Confidentiality

The parties are aware that in the course of

10.1 Confidential Information of the Builder may be disclosed by

10.2 Subject to the previous sub-paragraph,

10.2.1 that they will not divulge to any person or otherwise ( ; );

10.2.2 that they will explain to all relevant employees agents and sub

10.3 At all times before and after the termination of this Agreement,

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## 11. Exclusivity

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## 12. Relationship of parties

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## 13. Agreement is divisible

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## 14. Duration and Termination

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## 17. Dispute Resolution

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“ ”);  
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17.4 ( ) , ;  
17.5 ;  
17.6 ;  
17.7 [ ] .

## 18. Force Majeure

## 19. Notices and Service

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## 20. Miscellaneous

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Signed and delivered by

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# Explanatory notes

## **Project marketing consultancy agreement**

These notes are by way of explanation of your document. They do not constitute advice as to

## **Help with this document**

If you would like simple help in completing some part

If you would like us to check your changes or to add new provisions or you just want more detailed advice, we shall be pleased to help you through our paid advice scheme. It is very simple. Just make a payment at <http://www.netlawman.co.in>. The payment amount is determinable on enquiry.