



2/5 Sarat Bose Road Kolkata- 20, Unit 1-F Sukh Sagar Building

GENERAL TERMS & CONDITIONS

FOR CHANNEL PARTNERS OF SUGAM GROUP

Pursuant to your request to market the residential units being developed by SUGAM with effect from the Effective Date specified in Application Form appended hereto.

1. You shall perform your activities in active consultation with SUGAM.
2. It shall be your obligation to disclose to any Customers the prevailing rates and payment schedules, as revised from time to time by SUGAM, also the terms and conditions for sale of the subject units, as may be stipulated by SUGAM. Further, it shall be your sole responsibility to obtain the updated price schedules from SUGAM as may be revised from time to time, including the availability of the units, prior to entering any discussions with any party for the same.
3. All applications referred by you shall be subject to scrutiny by SUGAM.
4. SUGAM reserves the right to reject any of your proposals without assigning any reason and you shall not be entitled to receive any fees / remuneration for any such rejected proposal on any ground whatsoever.
5. You shall not make any representation or commitment, written or otherwise, to any customer, for or on behalf of SUGAM nor shall accept any communication, for and on behalf of SUGAM.
6. For any transaction concluded through your efforts, you will be paid fees of **2%** of the consideration calculated based on the cost of units and vehicle parking space only, as mentioned in the price schedule prevailing at the time when the relevant transaction is concluded and excludes taxes, if any payable.
7. Your fees, if any, shall become due and payable only after realization of the allotment money (20% of total consideration) by SUGAM from the customer and upon successful execution of the Agreement for Sale (AFS) as also receipt from you of all the necessary documents, including the General Terms and Conditions (GTC) duly signed by the applicant(s) in the manner instructed by SUGAM along with all necessary documents, declarations, etc.
8. SUGAM offers an incentive scheme on quarterly basis starting from April 2018 (e.g. Q1 – April to Jun, Q2 – July to September) for different ongoing projects.
9. You shall be required to submit proper invoices to claim your fees within 1 month of payment of allotment money by the customer and the same shall be cleared by us within 1 month, subject to our review and approval.
10. SUGAM shall, at its sole discretion, determine the units sold through your intervention and therefore the manner and amount of fees payable to you.

BUILDING HAPPY COMMUNITIES

3 DECADES • 20 PROJECTS COMPLETED • 5000 HAPPY RESIDENTS • NOW DEVELOPING 8 MILLION sq. ft.



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11. For any transaction concluded by you, wherein the allotment is cancelled at any time post payment of entire fees paid to you by SUGAM, you shall be required to reimburse SUGAM within 30 days from the date of raising the demand for such refund by SUGAM.
12. In furtherance to clause 11 above if you fail and/or default in reimbursing the same within the stipulated time then SUGAM shall be entitled to pursue all remedies available in law for recovery of the demanded amount and the said amount will act as a secured debt on you. SUGAM also reserve the right to adjust such amount against any amount payable by SUGAM to you/your company/any sister concern of yours.
13. You shall also be obliged to market the residential units in cognizance with the overall vision of the project envisaged by SUGAM's team of architects and planners.
14. You shall keep SUGAM and its directors, associates and affiliates safe, harmless and indemnified against all claims, demands, causes of action, losses, damages, liabilities, estimated or incurred, resulting, directly or indirectly, from any of your acts or deeds.
15. It is clarified that the above-mentioned arrangement with you is on non-exclusive basis.
16. You shall promote the interests of SUGAM with the utmost good faith and diligence.
17. The relationship created hereunder is a personal one and you shall not assign the rights granted hereunder to any third party.
18. You are not allowed to represent that you belong to SUGAM and/or are employed to SUGAM.
19. You hereby confirm that you have no authority to accept any payment or issue any receipt against payment made by the customer on behalf of SUGAM. You are also not entitled to issue any written statement or make any written communication related to the said project or SUGAM.
20. The aforesaid arrangement shall automatically terminate on the expiry of **One Year** from the effective date and any renewal of thereafter shall be at the sole discretion of SUGAM and on such revised terms and conditions as SUGAM may its sole discretion determine, it is being clarified that your liability to keep SUGAM indemnified against all your acts and deeds shall be binding on you even on expiry of the said arrangement.
21. You shall not provide any discount to the customer and this agreement will stand automatically terminated in the event of any breach of the above-mentioned conditions.
22. The relationship between you and SUGAM shall be governed by the laws of India. The courts in Kolkata will have exclusive jurisdiction

I / We _____ (Name) confirm that I/we accept the above and agree and undertake to abide by the same.

Signature with Seal: _____

Date: _____

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