

GENERAL TERMS & CONDITIONS

FOR CHANNEL PARTNERS OF SUGAM GROUP

Pursuant to your request to market the residential units being developed by SUGAM HOMES 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. In case of online/digital campaigns on your portals, you shall be maintaining updated information at all times and all creative content used should be approved by SUGAM in writing.
3. All applications referred by you shall be subject to evaluation 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 on the consideration value calculated 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, extra charges, if any.
7. Your fee shall become due and payable only after realization of the 20% of total consideration by SUGAM from the customer and upon successful execution of the Agreement for Sale (AFS) and it's registration 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 towards KYC, declarations, assisting the buyer with loan processing completion etc.
8. SUGAM offers payouts on monthly basis i.e January's invoice in February with payouts in 30 days from invoice receipt date post necessary approvals by SUGAM.
9. You shall be required to submit proper invoices to claim your fee once 20% has been realised on the sale referred by you with agreement execution and registration completed.
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.
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. This will be applicable on the highest slab the payout was made under.
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 by law for recovery of the demanded amount and the said amount will act as a secured debt on you. SUGAM also reserves 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 at 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 of 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 at 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. Unless renewed by SUGAM, the arrangement would stand to remain valid unless communicated by SUGAM to you of termination or non continuance 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 on any disputes not amicably resolved.

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

Signature with Seal: _____

Date: _____



NON-DISCLOSURE AGREEMENT AND BRAND GUIDELINES

FOR CHANNEL PARTNERS OF MORYA

1. Any communication (including but not limited to printed advertising, Web, Outdoor or E-mail) must be approved in writing by an authorised associate of SUGAM prior to publishing.
2. Rendered view of the property or amenities cannot be used unless approved in writing by an authorised associate of SUGAM.
3. No part of the brochure or any controlled circulation material shared for training or indicative purposes shall be circulated to an external member or any party without prior written approval by an authorised associate of SUGAM.
4. No SMS and E-mail communication directly or indirectly mentioning the name of the project or SUGAM can be circulated either en-masse or individually to any third party without explicit approval/consent from an authorised associate of SUGAM. Content for said approved SMS/E-mail cannot be changed post approval.
5. Publication of any information on website or on any digital or printed medium should be as per the circulated standard project information sheet by SUGAM. You are obligated to be in touch with the authorised associate of SUGAM for update on project from time to time.
6. Usage of any of the names of partners involved in SUGAM in any project in any written, printed, electronic or any other form of communication is strictly prohibited, unless explicitly approved in writing by an authorised associate of SUGAM.
7. None of the corporate logos of any of the partners of SUGAM can be used. Only the logo of the project can be used with explicit approval from an authorised associate of SUGAM.
8. No website, blog, micro-site or landing page or social media page including but not limited to Facebook, Twitter, LinkedIn and Pinterest can be created which directly or indirectly shares materials, information of the project of SUGAM without prior written approval from an authorised associate of SUGAM.
9. None of the logos, images from SUGAM marketing materials, images or logo of partners involved in the project on the partner's website cannot be used without proper prior approval by an authorised associate of SUGAM.
10. All approvals must be accorded in writing or through E-mail of company domain and no oral approvals will be solicited or accepted.
11. The materials shared by SUGAM are internal documents which are solely our property and not to be shared to any external party.
12. You are not allowed to share any form of design made for SUGAM or any communication with SUGAM to any external party and those would be the sole property of SUGAM.
13. You are bound to maintain secrecy about the project you are working with and the information is limited to internal members only.
14. Any violation of the above-mentioned guidelines will be constituted as a serious breach, and shall lead to cancellation of commercial contract, forfeiture of all outstanding payments due (including fees and other receivables from SUGAM) in addition to strict legal action by SUGAM (and/or the partner companies) at its discretion.

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

Signature with Seal: _____

Date: _____

