

GENERAL TERMS AND CONDITIONS FOR UNALLOTTED APARTMENTS

Bengal Ambuja Housing Development Limited (hereinafter referred to as “**Bengal Ambuja**”) offers two bedroom apartments for middle income groups at its Efficiency & Comfort Complex at Upohar – The CondoVille at Chakgaria, Kolkata.

1. OFFER

SNo.	Apartment Number	Tower & Floor	Standard Area (Sqft)	Builtup
1	UPC010105	1, 1 st	836	
2	UPC010803	1, 8 th	836	
3	UPC020207	2, 2 nd	836	

The Apartment under offer are on “**As is where is**” basis and are open for visit/inspection between **25.03.2019 to 30.03.2019 (both days inclusive (excluding holidays)) from 2.00 PM to 4.00 PM.**

2. WHO CAN APPLY

- A. A person of the age of majority being an Indian citizen resident in India is eligible to apply for Comfort apartment. However, the gross monthly family income should be as per guidelines of the latest Govt. Order No. 738-H1/IM-2/2007 dated 17-08-2015 which is stated below:-

Monthly Family Income- Rs 30,001 to Rs 50,000/-

Documentary Evidence of Family Income shall be as per details mentioned elsewhere in the document.

- B. Document Checklist:

For the convenience and reference of the Applicant, a check list is provided for the documents and documentary evidence to be submitted by the Applicants during application and after Draw of Lots.

- A. During Application

- i) Filled in and signed Application Form with the Declaration/Affidavit.
- ii) Demand Draft/ Pay Order of Rs 200,000/- (Rupees Two Lakh only) favoring **Bengal Ambuja Housing Development Limited** along with duly filled in Pay-in-Slip

- B. After Draw of Lots (for Successful Applicants)

- i) Documentary evidence in support of Income

- ii) Affidavit (in the prescribed format attached hereto). Applicants are required to get it notarized before a Notary Public or a 1st Class Magistrate before submission.

No deviation to our prescribed format of Affidavit is allowed.

- iii) Self attested photocopy of PAN card.
- iv) Self attested photocopy of the Proof of Permanent Address
- v) Documents submitted must carry Applicants Name, Contact Number

Documentary Evidence of Family Income

A. For employed:

- i) Copy of Annual Salary Certificate / Form 16 under the Income Tax Act, duly attested and stamped by the employer / Original Certificate of Gross Total Income for the Financial Year 2017-2018 issued by an Individual/ Firm of Chartered Accountant(s) on their letter head duly stamped and signed, bearing Membership Number and Firm Registration number, OR
- ii) Copy of acknowledgement of Income Tax Return for the Financial Year 2017 – 18.

The Gross Total Income as per the Income Tax Return before any allowable deduction shall be considered as annual income.

B. For self-employed who are filing Income Tax Returns:

- i) Copy of acknowledgement of Income Tax Return for the Financial Year 2017 – 18.

The gross total income as per the Income Tax Return before any allowable deduction shall be considered as annual income.

C. For self-employed who are not filing Income Tax Returns:

- i) Original Certificate of Gross Total Income for the Financial Year 2017-2018 issued by an Individual/ Firm of Chartered Accountant(s) on their letter head duly stamped and signed, bearing Membership Number and Firm Registration number, OR
- ii) Original Certificate of Income for the Financial Year 2017-2018 issued by the authority of the local body, i.e. the Councilor of the local Municipality/ Municipal Corporation/ Panchayat.

D. For pension holders :

- i) Copy of acknowledgement of Income Tax Return for the Financial Year 2017 – 18. The gross total income as per the Income Tax Return before any allowable deduction shall be considered as annual income.
- ii) If not filing Income Tax Return, Pension Certificate in Original duly signed and stamped by the authorized officer of the bank or employer showing evidence of receipt of pension for the Financial Year 2017-18.

C. Joint application by only one person is permitted if the applicants are members of the same family, which includes spouse, parents and major children. In such case, income of the joint applicant will also be included in determining the Gross monthly Income.

3.APPLICATION PROCEDURE

- A. A person intending to buy an Apartment will have to apply in the prescribed Application Form.
- B. It is important that abundant care is taken by the Applicant to go through all the terms and conditions of this GTC and understand the income eligibility criteria as referred to in Clause 2A, before filling in the Application Form.
- C. Use of eraser, white ink and overwriting for correction is strictly prohibited.
- D. The duly filled in Application Form should be submitted at our Corporate Office at Ecospace Business Park, Block 4B, Ground Floor, Action Area IIF/11, New Town, Kolkata- 700160 between **28.03.2019 to 05.04.2019 (both days inclusive (excluding holidays)) from 11 AM to 4 PM.**

4.ALLOTMENT SCHEME/PROCEDURE

- a. A Draw of Lots will be held within 15 (fifteen) days from the last date of receipt of Applications. The Applicants may be invited to be present on the date of Draw of Lots.
- b. No preference for any Apartment will be entertained.

- c. If any Applicant submits more than one Application and becomes successful in the Draw of Lots for more than one Apartment, he/ she will be allowed to retain the first one.
- d. The Applicants successful in the Draw of Lots must submit the documentary evidence of his/her Family Income (Refer Clause 2B), which should reach at Company's Marketing Office, within 15 days from the date of Draw of Lots, failing which, the Applications will be summarily rejected.
- e. Provisional Allotment of Apartments will be made within 15 days from the last date of receipt of documents and Documentary Evidences of family income.

5. SCRUTINY, REJECTION AND REFUNDS

- A. Any incomplete, incorrect and illegible, application shall be rejected summarily.
- B. The Draw of Lots shall be held only on the basis of Declaration of the Applicants given in their Application Form, to determine the successful Applicants.
- C. Based on the scrutiny of all documents submitted by the successful Applicants, rejection may take place if the documents submitted are not in conformity with the income eligibility criteria and/or inconsistent with the Application and/or incomplete / deficient and/or not in compliance with this GTC.
- D. Applications containing false information are liable to be summarily rejected and Allotment shall stand cancelled if such defects are detected at any point of time even after the Allotment has been made. Upon such cancellation, all the amounts paid will be refunded without any interest but after deduction of applicable service charges as mentioned in Clause 6.
- E. Application Money received from the Applicants, who are unsuccessful in the Draw of Lots will be refunded within 30 days from the date of the Draw of Lots, by RTGS to

the bank account details mentioned in the Application Form. Please fill the details accurately.

6. CANCELLATION OF ALLOTMENT

In case of withdrawal of application prior to Draw of Lots, refund shall be made within 30 days from the date of withdrawal application. No interest / claim shall be payable on such withdrawal.

Cancellation of Allotment by Allottee is not permitted. Company may cancel the Allotment on contravention of GTC terms / terms of allotment. In such case, Refund shall be made within 30 days from the date of cancellation after deduction of service charge @ 10% of the consideration plus applicable taxes.

7. PRICE & PAYMENT SCHEDULE

The same is enclosed as per ANNEXURE A which is as per the latest Govt. Order No. 738-H1/IM-2/2007 dated 17-08-2015

8. CAR PARKING

Each Apartment has a Covered Car Park attached to it.

The consideration for granting the right to use the parking spaces is Rs. 3,50,000/- and is payable alongwith Allotment money.

Each allotted parking space will entitle the allottee the right to park only one vehicle. In case of transfer of apartment, the right to use the parking space shall be automatically transferred along with the apartment. The right to use the parking space under no circumstances is separately transferable. This right to use car parking space dose not confer any right of ownership of the space on which such parking facility is provided. Unallotted parking space, if any, shall continue to remain the property and in possession of Bengal Ambuja. It shall be Bengal Ambuja's discretion to allot/use these unallotted parking spaces as it may so decide at its sole discretion.

9. RETICULATED GAS CONNECTION

Reticulated Gas connection ensures uninterrupted cooking gas supply through a specially installed network of pipes to each Apartment connected to the gas bank installed in the Complex. The entire network is set as per fire safety guidelines. Each allottee will be required to pay Rs. 12500/- towards making provision of the system and for providing the metering device. The allottee opting for the scheme shall be required to pay usage charge at market rates as also the monthly maintenance charges for gas connection to the authorized Gas supplier/vendor. The Gas will be supplied by the authorized Gas supply company and Bengal Ambuja will not be responsible in any manner for supply of such Gas and for maintenance thereof.

10. DIESEL GENERATOR POWER BACKUP

Provision has been made for the installation of Diesel Generator for power backup to run the basic facilities at the complex. The DG will be operated by the common areas & facility management body or a body of the owners to be formed in accordance with the applicable Acts, Rules and Bye Laws.

Each allottee is required to pay Rs 24,000/- towards DG Power Load to Bengal Ambuja.

11. DELAY IN PAYMENT

It shall be incumbent on the allottees to comply with the terms of payment in respect of the apartments, parking spaces and any other sums payable under the General Terms & Conditions. Timely payment shall be the essence of each transaction.

Payment of dues shall be made within the stipulated due date as mentioned in the provisional allotment letter. No extension of time will be allowed for payment of dues. In case dues are not paid within the due date, the provisional allotment would stand cancelled automatically without any reference to the allottee, and amount refunded after deduction of the service charges at the rates as stated in clause 6B.

On such cancellation, the allottee shall have no right, title, lien, claims or demands whatsoever against the allotted Apartment. All amounts paid by the allottee on various accounts will be refunded without any interest and after deduction of the said service charges.

Part payments will not be accepted after the due dates. Allottees are liable to pay interest on the amount due @ 15% per annum from the date on which the amount falls due, to the date of payment, both days inclusive.

All payments received will be first applied towards applicable interest and other sums, if any due, and thereafter towards the installments.

12. POSSESSION

The apartments are ready for possession, after making payment of all dues in respect of the apartment..

13. TRANSFER OF PROVISIONAL ALLOTMENT AND TRANSFER FEE

At any time before registration of transfer documents in favour of the Allottee, an Allottee may transfer his right of allotment under the Provisional Allotment Letter strictly subject to the following conditions:-

- a. The profile/income eligibility criteria of the intended transferee is vetted and accepted by Bengal Ambuja;
- b. The transferor/transferee has paid to Bengal Ambuja, a transfer fee amounting to 5% of the total price of the Apartment and consideration for grant of right to use the Parking Space. However, no transfer fees shall be payable in case of a transfer to the spouse of the Allottee.
- c. The Allottee has paid all amounts due under the allotment upto the date of transfer.

Transfer of apartment after Bengal Ambuja has executed the deed of transfer of the apartment in favour of the allottee shall not be governed by this clause.

14. THE RESIDENTS ACTIVITY CENTRE

As part of the Project, Bengal Ambuja has set up a “Residents Activity Centre” (RAC). The building of the RAC and the equipment etc provided therein forms part of common areas of the complex and has been handed over to the Association in accordance with the applicable laws. However, Bengal Ambuja has right to seek admission fee to the RAC for unsold Apartments.

The allottees shall pay an one time admission fee (non-refundable) of Rs. 40,000/- (Rupees Forty Thousand only) exclusive of taxes.

The admission fees (non-refundable) shall be appropriated by Bengal Ambuja towards the consideration for providing the RAC and the allottees at no time shall be entitled to claim any refund of the admission fees on any grounds, whatsoever.

The membership will entitle entry and usage of the RAC to 2 persons for every Comfort Apartment.

A person includes an adult with his/her spouse and dependent children below the age of 18 years.

The monthly subscription for maintenance and management of the RAC, as mentioned above, shall be payable to the Association as per scheme formulated by the Association.

In case the apartment is transferred, the membership will automatically stand transferred to the transferee of the apartment and the transferor will cease to be member of the RAC.

15. DOCUMENTATION

A. The deed of transfer will be drafted by the Solicitors / Advocates of Bengal Ambuja and shall be in such form and contain such particulars as be approved by Bengal Ambuja. No request for any changes, whatsoever, in the transfer deed will be entertained.

B. In case, Bengal Ambuja is ready and willing to execute and register the deed of transfer and the allottee fails or neglects to get the deed of transfer registered within the date notified, physical possession of the apartment to the allottee may be withheld by Bengal Ambuja and a penalty of Rs. 1000/- per month will be recovered by Bengal Ambuja from the allottee till the month in which the registration of the deed of transfer is completed. Bengal Ambuja shall have the right to cancel the allotment in case the allottee fails to have the transfer deed registered within one year from the date notified to the allottee. Upon such cancellation, the amounts received from the allottee will be refunded without any interest but after deduction of applicable service charges as stated in clause 6.

C. The allottees will be required to pay, on demand, to the Concerned Authorities, , the applicable stamp duty & registration charges for registration of the deed of transfer of their respective apartments.

D. Each Allottee will also be required to pay to Bengal Ambuja, documentation charges amounting to 1% of the total price of the apartment and consideration for grant of right to use the Parking Space.

16. COMMON AREAS & FACILITIES

The Common areas and facilities of the Complex has been handed over to “Upohar (E&C) APARTMENT OWNERS ASSOCIATION” (The registration number being 24a of 2013). The applicable Maintenance Deposit and Monthly Maintenance Charges will be payable by the allottee directly to the Association.

17. GENERAL

- (a) It is understood that the applicant has applied for allotment of apartments with full knowledge of all the law / notifications and rules applicable to the project area, which have been fully understood by the applicant(s). It is further understood that the applicant has fully satisfied himself/herself about the right, interest and/or the title of Bengal Ambuja in the project land on which development of the apartments will be/are being constructed.
- (b) It is understood that the applicant has applied for allotment of an apartment for residential purposes only.
- (c) The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as Bengal Ambuja may require in the interest of the Complex and Apartment Owners. In case of Joint Allottees, any document signed/accepted/acknowledged by any one of the allottees shall be binding upon the other allottee.
- (d) The expression ‘allotment’ wherever used herein shall always mean ‘provisional allotment’ and will remain so till such time a formal deed of transfer is executed and registered in favour of the allottees for their respective apartments. However, the provisional allotment shall be subject to timely payment of the total price and all related dues to Bengal Ambuja.
- (e) The term “Standard Builtup Area (SBU)” of the apartment is equivalent to total covered area of the apartment which mean the covered area of the apartment plus proportionate share of common areas within the building in which the apartment is situated.
- (f) The expression ‘Complex’ wherever used in these terms and conditions shall always means ‘Efficiency & Comfort Complex at Upohar – The Condoville’
- (g) In case after the completion of the Complex, further construction on any portion of vacant land or building or terrace becomes possible, Bengal Ambuja shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the allottee in the Land and/or in the Common Area or Areas and facilities shall stand varied accordingly. All the allottees shall be deemed to have given their consent to such construction by Bengal Ambuja.

- (h) Roof will mean the ultimate roof of the building which will be for the common use of all the allottees of that building. Bengal Ambuja will have the right of putting up signage and hoardings including neon sign of its name or the name of its segment or affiliates, as well as their products, on the roof or walls or common area of the Complex. However, all the maintenance cost on this account will be on the account of Bengal Ambuja.
- (i) Bengal Ambuja will not entertain any request for modification in the internal layouts, fittings/floorings etc of the apartment and also in the exterior facades of the building. No reimbursement or deduction in the value of apartment shall be considered by Bengal Ambuja in case the allottees want (with prior written approval/consent of Bengal Ambuja) to do some works /install some different fittings/ floorings etc on his/her own within the apartment and request Bengal Ambuja not to do such work/install fittings/floorings etc within the apartment.
- (j) No request for any discount on any account whatsoever will be entertained by Bengal Ambuja.
- (k) Complaints of any nature will not be entertained relating to fittings, fixtures etc. , since the allottee will have to take possession of the apartments on “as is where is” basis.
- (l) Water supply will be made available from deep tube wells or any other available source as may permitted by the concerned authorities. However, after handing over the common area and facilities of the project, the maintenance body formed by Owners may make alternative arrangement for supply of potable water from the concerned municipal/competent authority and create necessary permissible infrastructure for the same at their own cost
- (m) Certain infrastructure like Complex level drainage, sewerage, approach road inside the Complex including street lighting, fire fighting equipments and its water supply network etc. may be common with other dwelling Apartments within Upohar~The CondoVille, the maintenance and management of which will lie in the hands of an apex body of such dwelling Apartments / association / registered institutional body formed or any other alternative arrangement which Bengal Ambuja finds most suitable for proper maintenance of such common facilities of Upohar~The CondoVille. The maintenance body formed by the Apartment Owners will be required to be a member of such apex body and will also be required to contribute proportionately towards contingency fund and towards maintenance expenses of all such areas & facilities. However, the allottee would be liable to pay the maintenance charges from the date of possession, to the Apartment Owners Association and become a member of the Association and also the apex body as and when required.
- (n) The allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by Bengal Ambuja within 15 days of being required in writing to do so by Bengal Ambuja. In case it is registered the Allottees may be required to pay the applicable stamp duty and registration charges as applicable under the law. Such agreement for sale will be in the Standard format of Bengal Ambuja.

- (o) The applicant shall not be entitled to get the name of his/her nominee(s) substituted in his/her place.
- (p) After delivery of physical possession , of the apartment as stated in clause 12 hereinabove, the allottee shall be liable to pay on demand all rates, taxes, levies, deposits including security deposit or assessments pertaining to the apartment wholly and for the common areas proportionately.
- (q) The Terms and Conditions contained here shall be deemed to form part of the Application by the intending Allottee and all allotments shall be strictly subject to these Terms and Conditions..
- (r) All correspondence will be made with applicants at the address for correspondence on Bengal Ambuja's record initially indicated in the Application Form, unless changed. Any change of address will have to be notified in writing to Bengal Ambuja at its Registered Office and acknowledgement obtained for such change. In case there is a joint allottee, all communication shall be sent by Bengal Ambuja to the first allottee and which shall for all purposes be considered as having been served on both allottees.
- (s) The applicants must quote the application number as given by the Company at the time of submission of the form and on allotment, their Apartment Number as indicated in the Allotment Letter, in all future correspondence.
- (t) Bengal Ambuja, however, may at its sole discretion, change, add, delete, alter or relax any of the conditions stated herein . It also reserves the right to reject any application without assigning any reason whatsoever.

18. BREACH

In the event the Allottee is in breach or fails to observe or comply with any term, covenant or obligation contained in these General Terms and Conditions, which breach or failure has not been cured or remedied within 30 (thirty) days of the receipt of written notice of such breach or failure from Bengal Ambuja then,, Bengal Ambuja shall have the right to cancel the allotment. In the event of such cancellation the application money, allotment money, installments, security deposits and any other amount received by Bengal Ambuja, shall be returned to the Allottee after deduction of due interest, if any, on delayed payments and service charges equivalent as per Clause 6.

19. JURISDICTION AND ARBITRATION

- (a) The acceptance of Provisional Allotment letter by the allottee shall be subjected to these terms and conditions and shall be binding on both the parties, and the legal relationship between the Allottee and Bengal Ambuja shall be governed by the laws of India.
- (b) All disputes or differences relating or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.

- (c) However, disputes which cannot be settled amicably shall be finally decided and resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matters requiring arbitration will be referred to a sole arbitrator to be appointed by Bengal Ambuja at Kolkata only. The proceedings of the arbitration shall be conducted in English and shall be construed as a domestic arbitration under the applicable laws.
- (d) All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Kolkata.

ANNEXURE A**UPOHAR- COMFORT (MIG APARTMENT)****A. APARTMENT DETAILS**

	SI	MIG Apartment No:	Tower No	Floor	SBU Area (Sqft)
	1	UPC010105	1	1st	836
	2	UPC010803	1	8th	836
	3	UPC020207	2	2nd	836

B. PRICE SCHEDULE (For Each Apartment)

	Particulars	Amount (Rs)	
1	APARTMENT PRICE	2,508,000	
2	COVERED CAR PARKING SPACE	350,000	
3	DOCUMENTATION CHARGES 1%*	28,580	
4	RAC ADMISSION FEES*	40,000	
5	RETICULATED GAS CONNECTION*	12,500	
6	DG POWER LOAD 750WATTS*	24,000	
	TOTAL	2,963,080	

C. PAYMENT SCHEDULE (For Each Apartment)

	Particulars	Amount (Rs)	Payable on / (Due Date)
1	AMOUNT PAYABLE ON APPLICATION	200,000	On Application
2	AMOUNT PAYBLE WITHIN 30 DAYS	2,763,080	Within 30 days from allotment
	TOTAL	2,963,080	

* GST @18% will be charged extra

To be notarised before a notary public or a 1st class magistrate

AFFIDAVIT

I Mr _____ son of _____ by faith Hindu by occupation Service aged about __ years permanently residing at _____ Kolkata- _____ do hereby solemnly affirm and state as follows;

1. That I am a citizen and resident of India and I am not ineligible to apply for an apartment by any operation of law.
2. That my Monthly Gross Family Income from all sources is Rs _____ (Rupees _____ only) and I shall submit all requisite supporting/ documentary proof of my Monthly Gross Family Income as prescribed in the General Terms & Condition (**GTC**).
3. That I have read and fully understood the terms and conditions in the GTC including the price and payment schedule therein.
4. That I shall abide by the GTC and also any other terms and conditions which may be prescribed by the Company in future.
5. That if allotted, I shall use and occupy the apartment for residential purpose only.
6. That I shall sign and execute the necessary documents with respect to allotment of apartment and parking space (if any)
7. That I shall become member of a Owners' Association or any such body of owners to be formed in accordance with the applicable Acts, Rules and Bye-Laws for maintenance and management of common areas and facilities of the Complex and I shall sign and execute any/ all documents/POA in connection with formation of such Owners Association or the body of owners formed under the applicable Acts, Rules and Bye- Laws and the initial rules/byelaws of such association/body will be approved by the Company.
8. That the Deed of Conveyance in respect of allotted apartment shall be in such form and shall contain such particulars as approved by the Company and their solicitors.
9. That in case of being unsuccessful in the Draw of Lots/ non allotment of apartment for any reason whatsoever as stated in the GTC, I shall have no claim against the Company of any nature whatsoever.
10. That relying on my statements above, the Company may permit me to participate in the Draw of Lots.
11. That all statements made above are true and correct to the best my knowledge and belief.

12. That in case any of the above statements details are found to be incorrect/false/misleading at any stage even after allotment, the Company at its sole discretion shall have the right to cancel the application/allotment and take necessary steps as mentioned in the GTC.

Identified by me

Advocate

Before me

DEPONENT
(for and on behalf of Joint Applicant also)

AmbujaNeotia



EFFICIENCY & COMFORT