

Application No: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

# APPLICATION FORM

For Allotment of an Apartment In



Affordable Housing Complex at

Mouza Dudhnai, Ram Nagar II Gram Panchayat,

District: South 24 Parganas, Block - Baruipur, PS - Baruipur, Kolkata 743387

Being Developed By:

BENGAL SHRACHI HOUSING DEVELOPMENT LIMITED

To

**Messrs. Bengal Shrachi Housing Development Ltd.**  
8<sup>th</sup> floor Shrachi Tower,  
686 Anandapur  
E M Bypass  
Kolkata 700 107

Date:

**Dear Sir,**

I/WE request you to allot me/us the apartment no..... on .....floor of .....Tower alongwith .....Parking Space in the building named SAMIRAN/PABAN (“**Apartment**”) at the Complex known as “**Dakshinatya**” that you are developing at Mouza Dudhnai, Ram Nagar II Gram Panchayat, Baruipur, 24 Parganas (South) (“**Land**”) under your Down Payment or Installment Payment Plan.

I/We remit herewith a sum of Rs ...../- (Rupees.....) by Cheque/Bank Draft/Pay Order drawn on ..... Bank bearing No..... Dated ..... in your favour and payable at Kolkata towards the payment of Application Money.

I/We have gone through and clearly understood all the terms and conditions contained herein and I/we undertake to abide by the same, in case the Apartment stands allotted in my/our name and at all times thereafter.

Thanking You,  
Yours faithfully,

.....  
Signature of Sole/First Applicant

.....  
Signature of Joint Applicant

.....  
Signature of Third Applicant

**APPLICATION FORM**

Application Form No.....

Date:.....

Customer ID No. ....

**I. PERSONAL INFORMATION DETAILS**

Sole/First Applicant	Joint/Second Applicant <sup>1</sup>
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;">                     Please affix a recent passport size photograph                 </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;">                     Please affix a recent passport size photograph                 </div>
<b>Name:</b> ..... ..... <b>Son of / Wife of / Daughter of:</b> ..... ..... <b>Name of Authorized Signatory/Guardian:</b> ..... <b>Nationality:</b> ..... <b>Date of Birth:</b> ..... <b>Marital Status:</b> Married/Single ( <i>Strike off the inapplicable</i> ) <b>Date of Marriage:</b> ..... <b>Name of Spouse:</b> ..... <b>Date of Birth of Spouse:</b> ..... <b>Occupation</b> ( <i>Please tick (✓) the option</i> ): Service           ( ) Professional   ( ) Business         ( ) Student          ( ) House Wife     ( ) Any other       ( ): ..... ..... ( <i>please specify</i> )	<b>Name:</b> ..... ..... <b>Son of / Wife of / Daughter of:</b> ..... ..... <b>Name of Authorized Signatory/Guardian:</b> ..... <b>Nationality:</b> ..... <b>Date of Birth:</b> ..... <b>Marital Status:</b> Married/Single ( <i>Strike off the inapplicable</i> ) <b>Date of Marriage:</b> ..... <b>Name of Spouse:</b> ..... <b>Date of Birth of Spouse:</b> ..... <b>Occupation</b> ( <i>Please tick (✓) the option</i> ): Service           ( ) Professional   ( ) Business         ( ) Student          ( ) House Wife     ( ) Any other       ( ): ..... ..... ( <i>please specify</i> )

<sup>1</sup> Only an individual who is a family member of the First Applicant can be the Second Applicant. Please refer to GTC for the definition of "family"

Sole/First Applicant	Joint/Second Applicant <sup>t</sup>
<p><b>Residential status</b> (Please tick (✓) the option):  Resident           ( )  Non-resident      ( )</p> <p><b>Contact Address:</b> .....</p> <p>.....</p> <p>.....</p> <p>City ..... Pin .....</p> <p>E-mail .....</p> <p>Tel..... Mobile .....</p> <p><b>Permanent Address:</b> .....</p> <p>.....</p> <p>.....</p> <p>City ..... Pin .....</p> <p>Tel..... Mobile .....</p> <p><b>Office Address:</b> .....</p> <p>.....</p> <p>.....</p> <p>City ..... Pin .....</p> <p>E-mail .....</p> <p>Tel..... Fax.....</p> <p><b>Permanent Account Number:</b> .....</p> <p><b>Aadhar Number:</b> .....</p>	<p><b>Residential status</b> (Please tick (✓) the option):  Resident           ( )  Non-resident      ( )</p> <p><b>Contact Address:</b>.....</p> <p>.....</p> <p>.....</p> <p>City.....Pin .....</p> <p>E-mail .....</p> <p>Tel..... Mobile .....</p> <p><b>Permanent Address:</b>.....</p> <p>.....</p> <p>.....</p> <p>City ..... Pin.....</p> <p>Tel.....Mobile .....</p> <p><b>Office Address:</b> .....</p> <p>.....</p> <p>.....</p> <p>City ..... Pin .....</p> <p>E-mail .....</p> <p>Tel..... Fax.....</p> <p><b>Permanent Account Number:</b>.....</p> <p><b>Aadhar Number:</b> .....</p>

**Third Applicant**

Please affix a recent passport size photograph

**Residential status** (Please tick (✓) the option):

Resident ( )

Non-resident ( )

**Name:** .....

**Son of / Wife of / Daughter of:**

**Name of Authorized Signatory/Guardian:**

**Nationality:** .....

**Date of Birth:** .....

**Marital Status:** Married/Single (*Strike off the inapplicable*)

**Date of Marriage:** .....

**Name of Spouse:** .....

**Date of Birth of Spouse:** .....

**Occupation** (Please tick (✓) the option):

Service ( )

Professional ( )

Business ( )

Student ( )

House Wife ( )

Any other ( ) : .....

..... (please specify)

**Contact Address:**.....

City.....Pin .....

E-mail .....

Tel..... Fax.....

**Permanent Address:**.....

City ..... Pin.....

Tel.....Mobile .....

**Office Address:** .....

City ..... Pin .....

E-mail .....

Tel..... Fax.....

**Permanent Account Number:**.....

**Aadhar Number:** .....

II. **SEGMENT** (Please tick (✓) the option):

**SAMIRAN** ( )

**PABAN** ( )

**III. DETAILS OF APARTMENT APPLIED FOR:**

Apartment No .....

Floor .....

Tower .....

Area.....

**IV. PARKING SPACE** (Please tick (✓) the option only if Parking Space is applied for):

Segment	Car		Two Wheeler
	Open	Covered	
SAMIRAN			
PABAN			

**V. PAYMENT PLAN OPTED** (Please tick (✓) the option)

- A. Down Payment Plan ( )
- B. Installment Payment Plan ( )

**VI. DETAILS OF PAYMENT OF APPLICATION MONEY**

Cheque/Demand Draft/Pay Order/RTGS No. ....

Date .....

Drawn On .....

RTGS/NEFT .....

**Note:** Payment to be made by Cheque/Demand Draft/Pay Order/RTGS in favor of **BENGAL SHRACHI HOUSING DEVELOPMENT LTD.** payable at Kolkata.

**VII. DETAILS OF SALE PRICE<sup>2</sup>**

- A. Base Price: Rs. \_\_\_\_\_
- B. Parking Charges: Rs. \_\_\_\_\_
- Sale Price (A + B):** Rs. \_\_\_\_\_

<sup>2</sup> The extra charges payable over and above the Sale Price are specified in the Price List and Payment Plan.

## DECLARATION/UNDERTAKING

I / We hereby declare and confirm that:

- I. I/we have understood that the Company shall reserve the right to accept or reject this application without assigning any reason and I/we shall have no right to challenge the decision.
- II. I/we have clearly understood that this Application Form for allotment shall not make me/us entitled to final allotment of any Apartment even after the Company acknowledges the receipt of the Application Money and/or issues the Allotment Letter for an Apartment.
- III. I/We further confirm that this application shall be binding upon the Company only after I/we accept, sign and return the duly countersigned Allotment Letter, on the standard format as may be provided by the Company and that such signing will not constitute an agreement for sale and that the Allotment shall become final only upon my/our fulfillment of all the conditions set out in the Allotment Letter, the GTC, and the full and final payment there under.
- IV. I/We undertake to abide by the terms and conditions of Allotment as laid down in the GTC enclosed herewith and as prescribed from time to time by the Company, failing which this application shall be treated as cancelled.
- V. In the event of the Company agreeing to allot the Apartment to me/us, I/We agree to pay further installments of the Sale Price and all other dues as stipulated in the Application/Allotment Letter/Payment Plan or as may be varied in accordance with the GTC failing which the Allotment shall be treated as cancelled.
- VI. I/We am/are aware that the Company is seized and possessed of the Land.
- VII. I/We have inspected the Site, tentative drawings and designs, its tentative location plan, the documents relating to title to the Land, competency and ability of the Company to develop and all other relevant details and am fully satisfied in all respects with regard thereto and have understood all the limitations of the Company in respect thereof. I/We agree that there shall be no further investigations or objections of any kind in this regard nor shall I/We be entitled to raise contrary rights and claims.
- VIII. I/We undertake that I/We shall execute the instrument for transfer of rights, title and interest in the Property from the Company in my / our favor in the form, substance and manner and within such period as prescribed by the Company or its nominee/successor and the same shall be got registered. I/We further agree to sign and execute all other necessary documents or agreements as and when required by the Company or the Maintenance Company/Association.
- IX. If I/we fail to execute and return the duly counter signed Allotment Letter along with the Allotment Money within the period prescribed thereof, the Allotment may be treated as cancelled at your sole discretion and an amount equal to the Cancellation Charges would be deducted by way of an agreed liquidated damages.
- X. I/we understand that the Application once made cannot be withdrawn under any circumstances.
- XI. If I/we am/are allotted Apartment and I/we cancel such Allotment any time before the execution and registration of Sale Deed, the Company shall have the right to deduct an amount equal to the Cancellation Charges by way of an agreed liquidated damages and refund the balance, if any, to me without interest.
- XII. I/We am/are making this application with the full knowledge that the plans for the Complex are not yet sanctioned by competent authority.
- XIII. In the event I/we am/are allotted an Apartment, I/we unconditionally agree to pay all sums due in terms of the Price List and Payment Plan within the due dates of their payments as set out in the Allotment Letter and/or the GTC and not dispute the cancellation, if made at the sole discretion of the Company, if I/we fail to pay any of the amounts due on time or violate any of the terms and conditions of the Allotment or the GTC.
- XIV. I/We hereby give my/our irrevocable consent to become a member of the Association to be formed in accordance with the applicable laws and will be subject to other applicable statutory laws, rules and by-laws and execute necessary documents as and when required in conformity with the requirements stipulated by you.

- XV. I/We solemnly declare and undertake to use the Apartment to be allotted to me/us for residential purposes only.
- XVI. I/We acknowledge that the Company has readily provided all the information and clarifications as were requisitioned by me/us and that none of them have been influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written and/or oral made on behalf of the Company, its selling agents/brokers or otherwise including, but not limited to, any representations relating to the description or physical condition of, the size or dimensions of the Property including all their physical characteristics, the services to be provided in, the tentative facilities and/or amenities to be made available thereto or any other data except as specifically represented in this GTC, Presentation/Brochure and/or Application Form and that I/We have relied solely on my/our own judgment and investigation in deciding to acquire the Property and not by any oral or written representations or statements.
- XVII. I/We confirm to have full knowledge of all the relevant laws, rules, regulations, notifications etc. applicable to such projects in general and/or **Dakshinatya** in particular and the terms and conditions contained in this GTC and that I/we have clearly understood my/our respective rights, duties, responsibilities and obligations under each and every clause of the GTC.
- XVIII. I/We hereby solemnly declare that all the foregoing statements in general and the disclosures of income of my/our family in particular, are true to the best of my/our knowledge and that nothing relevant has been concealed or suppressed. I/We also undertake to inform the Company promptly of any future changes in the information and details provided by me/us in this Application Form.
- XIX. I/We have signed the Application Form after having read and understood its meaning and purport and hereby confirm and accept that all previous application Form /papers signed/delivered by me to the Company for the Apartment, if any, shall stand void and cancelled after signing and delivering this Application Form to the Company.

**Thanking You,**  
Yours faithfully,

**Signature of Sole/First Applicant**

Name:  
Place:  
Date:

**Signature of Joint Applicant**

Name:  
Place:  
Date:

**Signature of Third Applicant**

Name:  
Place:  
Date:

## GENERAL TERMS & CONDITIONS

### CHAPTER - I INTRODUCTION OF THE PROJECT

1. **Acquisition of Project Land:** The West Bengal Housing Board ("**Board**") purchased from various land owners approximately 4.02 (four point zero two) acres of land ("**Land**") at Mouza Dudhnai, Ram Nagar II Gram Panchayat, P.S. Baruipur, 24 Parganas (South).
2. **The Developer:** The Board, being desirous of developing the Land (defined above), by a Development Agreement dated 27 August 2010, have appointed the Company as the Developer for construction of a housing complex ("**Complex**") on the Land comprising, inter alia, residential apartments for people from different income groups known as "**Dakshinatya**" and in terms of the said agreement handed over possession of the Land to the Company for development of the Complex.
3. **PABAN Segment:** The PABAN Segment is that portion of the Land earmarked for construction and development of only the PABAN Apartments as shown in the Brochure. The PABAN Segment shall comprise of:
  - 3.1 2 BHK PABAN Apartments in the multistoried buildings ("**Towers**") having G+4 floors; and



- 3.2 the common areas and facilities exclusive to PABAN Segment (“**PABAN Common Areas**”).
4. **SAMIRAN Segment:** The SAMIRAN Segment is that portion of the Land earmarked for construction and development of only the SAMIRAN Apartments as shown in the Brochure. The SAMIRAN Segment shall comprise of:
- 4.1 1 BHK SAMIRAN Apartments in the multistoried buildings (“**Towers**”) having G+3 floors; and
- 4.2 the common areas and facilities exclusive to SAMIRAN Segment (“**SAMIRAN Common Areas**”).
5. **Tower Common Areas:** Each Tower will have its independent common areas and facilities (“**Tower Common Areas**”) for the exclusive use and enjoyment by the occupiers of the Apartments of the respective Towers.
6. **Reserved Apartments:** The Company has reserved \_\_\_ number of SAMIRAN Apartments and \_\_\_ number of PABAN Apartments which are to be allotted at the discretion of the Chairman of the Company and the Chairman of \_\_\_ West Bengal Housing Board.

## **CHAPTER - II**

### **DEFINITIONS AND ABBREVIATIONS**

7. Unless otherwise specified, the following terms shall have the meanings assigned to them thereof:

TERM	DEFINITION
<b>ESD</b>	Electricity Security Deposit.
<b>GTC</b>	General Terms and Conditions.
<b>IFSD</b>	Interest Free Security Deposit as mentioned in clause 31.7 of GTC.
<b>SAMIRAN Apartments</b>	One (1) BHK Apartments in the SAMIRAN Segment earmarked for exclusive allotment to an Applicant.
<b>PABAN Apartments</b>	Two (2) BHK Apartments in the PABAN Segment earmarked for exclusive allotment to an Applicant.
<b>NEFT</b>	National Electronic Fund Transfer.
<b>NRI</b>	Non Resident Indian who a citizen of India but resident outside India.
<b>PAN</b>	Permanent Account Number.
<b>PIO</b>	Person of Indian Origin as defined in Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, as amended from time to time.
<b>RTGS</b>	Real Time Gross Settlement.
<b>SBUA</b>	Standard Built Up Area of Apartment.
<b>WBSEDCL</b>	West Bengal State Electricity Distribution Company Limited.
<b>Apartment</b>	A SAMIRAN Apartment or PABAN Apartment for which an Applicant applies for Allotment.
<b>Applicant</b>	An individual, applying for Allotment of an Apartment in SAMIRAN or PABAN Segment.
<b>Allotment</b>	Along with its grammatical variations shall mean allotment and will remain so till such time a formal Sale Deed of transfer is executed and registered in favor of the Allottee(s) for their respective Properties.
<b>Allotment Letter</b>	The letter to be sent by the Company allotting an Apartment.
<b>Allotment Money</b>	The prescribed amount in the Allotment Letter and payable by an Applicant in the manner prescribed therein.
<b>Allottee</b>	The Applicant in whose favor an Allotment has been made.
<b>Application Form</b>	The printed form supplied by the Company in which an Applicant applies for Allotment of Apartment.
<b>Application Kit</b>	Collectively, the Brochure/Presentation, Application Form, GTC, Price List, Payment Plan & Pay Slip.
<b>Application Money</b>	Rs. _____/- (Rupees _____) for SAMIRAN and Rs. _____/- (Rupees _____) for PABAN applicants to be tendered along with an Application Form.

<b>TERM</b>	<b>DEFINITION</b>
<b>Association</b>	The body to be created by the owners of the Apartments in accordance with the West Bengal Apartment Ownership Act, 1972, as amended.
<b>Base Price</b>	The price specified in the Price List as such.
<b>Board</b>	West Bengal Housing Board, being the owner of the Land.
<b>Cancellation Charges</b>	The total amount being 5% of the Sale Price of the Property along with the interest on delayed payments, any interest paid, due or payable, any other amounts paid towards statutory charges mentioned in this GTC and any other amounts which are non-refundable under this GTC.
<b>Cancellation Notice</b>	The notice for cancellation as provided in clause 25.2 of GTC.
<b>Cancellation Period</b>	The period mentioned in clause 17 of GTC within which an Allottee can cancel the Allotment.
<b>Complex Common Areas</b>	The areas and/or facilities available within the Complex to be used and enjoyed in common with all other occupiers of the Complex but does not include SAMIRAN Common Areas, PABAN Common Areas and Tower Common Areas.
<b>Company</b>	Bengal Shracchi Housing Development Limited.
<b>Complex</b>	The complex to be known as “Dakshinatya” being developed by the Company on the Land and containing the (i) SAMIRAN Segment; (ii) PABAN Segment; and (iii) the Complex Common Areas.
<b>Extras &amp; Deposits</b>	Besides the Sale Price, the other amounts payable by an Allottee as provided in this GTC.
<b>Family</b>	An Applicant himself together with the spouse, dependant parents and dependent children of such Applicant.
<b>Force Majeure Events</b>	Please see clause 28.2 of GTC.
<b>Forfeitable Amount</b>	The amount mentioned in clause 38.17 of GTC that may be forfeited by the Company for reasons mentioned in that clause.
<b>Holding Charges</b>	Please see clause 29.1 of GTC.
<b>Land</b>	Land at Mouza Dudhnai, Ram Nagar II Gram Panchayat, P.S. Baruipur, 24 Parganas (South) measuring about 4.02 acres on which the Project is being developed.
<b>Maintenance Agreement</b>	Please see clause 31.1 of GTC.
<b>Maintenance Company</b>	The organization to be created by the Company for the purpose of providing maintenance services in the Complex.
<b>Maintenance Charges</b>	Please see clause 31.3 of GTC.
<b>Maintenance Security Deposit</b>	Please see clause 31.6 of GTC.
<b>Notice Period</b>	Please see clause 22.1
<b>Parking Charges</b>	The considerations payable for use of Parking Spaces.
<b>Parking Space</b>	The open/covered car parking space available in the Towers in the PABAN Segment or two wheeler parking space available in the Towers in the SAMIRAN Segment, as the case may be, that may be provided to an Allottee.
<b>Payment Plan</b>	The payment plan contained in the Application Kit containing the schedule of payment of Sale Price and other charges and for all purposes shall form part of the GTC.
<b>Payment Notice</b>	Please see clause 22 of GTC.
<b>Payment Schedule</b>	Please see clause 21.1 of GTC.
<b>Possession Date</b>	Please see clause 28.4 of GTC.
<b>Possession Notice</b>	Please see clause 28.3 of GTC.
<b>Possession Period</b>	Please see clause 28.3 of GTC.
<b>“Presentation” or “Brochure”</b>	The advertisement material containing description, features and information of the Project and Complex issued by the Company or its authorized agents and for all purposes shall be deemed to form part of the GTC.
<b>Price List</b>	The price list given in the Application Kit containing Sale Price and other charges payable and for all purposes shall be deemed to form

TERM	DEFINITION
	part of the GTC.
<b>Project</b>	The construction and development of the Complex.
<b>Property</b>	Collectively the Apartment, the Parking Space (if any) and the undivided and impartible right, title and interest in the respective Tower Common Areas (containing the Apartment) and Complex Common Areas.
<b>Reserved Apartments</b>	22 number of Apartments in PABAN Segment and 14 number of Apartments in SAMIRAN Segment which are reserved for allotment at the discretion of the Chairman of the Company and the Chairman of West Bengal Housing Board.
<b>Sale Deed</b>	The deed of conveyance to be executed and registered for sale of the Property to an Allottee.
<b>“Sale Price” or “Price”</b>	The aggregate monetary consideration payable for the sale of the Property.
<b>Segment</b>	SAMIRAN and/or PABAN Segment(s).
<b>Total Price</b>	Collectively the Sale Price and the Extras & Deposits.
<b>Tower</b>	The multi-storied buildings within each Segment of the Complex containing several SAMIRAN and/or PABAN Apartments.

### **CHAPTER – III** **APPLICATION PROCEDURE**

#### **8. Who can apply?**

An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, being an Indian Citizen, resident in India

#### **9. Who Cannot apply**

- i. Foreign nationals, whether resident in India or abroad;
- ii. Non-individual entities;
- iii. Individuals who are not competent to contract under the Indian Contract Act, 1872 and insane persons;
- iv. Insolvents;
- v. Minors without Guardians name;
- vi. Individuals convicted for any offence or of doubtful reputation or vocation; and
- vii. Individuals whom the Company at its sole discretion decides.

#### **10. Joint Application**

Joint application up to two individuals only is permitted if Applicants are members of the same Family and the Joint Applicant is otherwise eligible to apply. The income of the Joint Applicant shall also be taken into account for determining the Gross Monthly Family Income. In the case of joint applications, all communications will be addressed to the first named Applicant whose name appears in the Application Form and at the address mentioned therein.

#### **11. How to apply**

- i. The fully completed and executed Application Form together with the Application Money and other applicable documents prescribed below shall be submitted at the Office of the Company or its authorised agents.
- ii. Applications shall be deemed to have been received by us only when submitted to the Office of the Company or its authorized agents. The Application Form complete in all respect should be submitted either by hand or by registered post with A/D or by courier.
- iii. The address of the Office of the Company is as under:

**12. Documents to be submitted along with Application Form**

- i. A demand draft/Account Payee Cheque/Pay Order drawn or made payable in favor of the Company and representing the Application Money. It may be noted that payment by any other means shall not be accepted; and
- ii. Where application is made by a power of attorney holder, a certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signatures of all authorized signatories must be lodged along with the submission of the completed Application Form. Further, modifications/additions in the power of attorney or authority should be delivered to the Company.

**CHAPTER - IV**  
**ALLOTMENT PROCEDURE**

**13. Allotment process**

- 16.1. On realization of the Application Money and after scrutinization of all requisite documents and subject to the availability of the Property applied for, the Company, in its sole discretion, shall allot the Applicant the Property applied for. The Company shall, however, be entitled to reject the application without assigning any reason whatsoever and/or if the said Application Money is not realized.
- 16.2. Relying on the representations of the Applicant in the Application Form and corresponding receipt of the Application Money, the Company may issue the Allotment Letter within 15 (Fifteen) days from the date of booking to an Applicant whose application has been accepted by the Company.
- 16.3. The Allottee shall return the duly countersigned duplicate copy of the Allotment Letter along with the Allotment Money within the time prescribed in the Allotment Letter failing which the Allotment shall be liable to be cancelled. In case of such cancellation the Company shall be entitled to deduct the Cancellation Charges. The Allotment shall always be subject to the realization of the Allotment Money and the continuous compliance by the Allottee of all the terms and conditions of the GTC and Allotment Letter.

**14. Cancellation of allotment by Allottee after allotment**

An Allottee can cancel Allotment at any time after allotment but before execution and registration of Sale Deed of the Apartment (“**Cancellation Period**”) by sending a letter to the Company requesting such cancellation and in that event the Company shall cancel the Allotment and refund the without interest all moneys till then paid by the Applicant after deducting the Cancellation Charges therefrom.

**15. Transfer of allotment by Allottee**

The Allottee shall normally not be allowed to transfer and /or alienate the Allotment. However the Company may allow the same at its sole discretion before registration of the Sale Deeds, provided:

- 18.1 The Allottee pays to the Company 3% on the market valuation obtained from the web portal of the Directorate of Registration, Government of West Bengal prevailing on the date of such transfer or the actual transaction price between the Allottee and the Intending Transferee, whichever is higher;
- 18.2 No amounts payable by the Allottee to the Company under the Allotment Letter is due as on the date of such transfer; and
- 18.3 Such transfer shall further be subject to all the terms and conditions (i) as may be stipulated by the Company; and (ii) as contained in the GTC and the Allotment Letter and the transferee of the Allotment agreeing to abide by and complying with all of these.

**CHAPTER - V**  
**PARKING SPACE**

**16. Parking Spaces & Charges**

- 19.1 A limited number of Parking Spaces are proposed to be provided within the SAMIRAN and PABAN Segments. Applicants are required to indicate their requirement for Parking Space (either open or covered car parking or two wheeler parking space) in the Application Form. The Parking Charges for PABAN and SAMIRAN Segments are indicated in the Payment Plan and Price List.
- 19.2 All Applicants are at liberty to apply for Parking Space. However, no Applicant can apply for more than one Parking Space. PABAN Segment shall contain car Parking Spaces, open or covered, whereas SAMIRAN Segment shall only have Parking Spaces for two wheelers.
- 19.3 Each allotted Parking Space shall entitle the Allottee to the exclusive right to use such allotted Parking Spaces. The Allottees shall have the right to park only one medium sized vehicle in PABAN Segment and one two wheeler in SAMIRAN Segment. In case of transfer of Apartment by Allottee, the Parking Space shall stand automatically transferred along with the Apartment. The Parking Space under no circumstances is separately transferable.
- 19.4 Unallotted Parking Space, if any, shall continue to remain in possession of the Company.
- 19.5 After issuance of the Allotment Letter any change of option for allotment of Parking Space shall normally not be entertained but may be entertained on the discretion of the Company on payment of an extra charge of Rs. 5000/- (Rupees Five Thousand only) per change.

**CHAPTER - VI**  
**SALE PRICE AND PAYMENT**

**17. Sale Price**

- 20.1 The Sale Price for all practical purposes would mean the combination of the following:

**Base Price + Parking Charges (if any)**

- 20.2 Over and above the Sale Price, the Allottee shall also be liable to pay the Extras and Deposits.
- 20.3 The Total Price shall comprise of the Sale Price and the Extras & Deposits.

**18. Payment Plans**

- 21.1 The Total Price is to be paid by the Allottees to the Company under down payment plan or installment payment plan in accordance with the schedule of payment ("**Payment Schedule**") contained in the Price List and Payment Schedule and to be annexed to the Allotment Letter. The Applicants are required to indicate their preference of Payment Plan in the Application Form. After submission of Application Form any changes of Payment Plan or any other change shall normally not be entertained. However at the sole discretion of the Company the same may be allowed on payment of an extra charge of Rs. 3000/-- (Rupees three thousand) per change.
- 21.2 The Total Payable Amount is exclusive of any taxes which may be leviable by any appropriate authorities. Taxes like Value Added Tax, Works contract tax, Service Tax, any other tax, both present and future, as may be applicable, shall be separately charged and recovered from the Allottees. All the applicable taxes shall be payable by the Allottees as and when demanded by the Company.

**19. Payment**

- i. The Total Payable Amount shall be paid to the Company strictly in accordance with the Payment Schedule. The Company shall issue demand letters by e-mail/post/courier calling upon the Allottees

("Payment Notice") to pay such amount within 15 (fifteen) days of the Payment Notice ("Notice Period") and the Allottees shall make the Payment within the Notice Period. All payments made in cheque/Draft shall be considered to have been received by the Company only when the amount of such cheque is credited in the account of the Company. In the event any cheque /Draft submitted by any Allottee is returned unpaid, the Allottee shall have to pay, along with the unpaid amount, an additional amount of Rs. 500 (Rupees Five Hundred only).

- ii. Time to make all the Payment in accordance with the Payment Schedule/Payment Notices shall be of essence.

**20. Adjustment/Appropriation of Payments**

The Company shall be entitled to adjust/appropriate payments made by any Allottee first against interest payable or due or any outstanding dues under any head(s), if any then remaining unpaid by such Allottee, and then towards the installment/charges and the Allottees shall be deemed to have authorized the Company to do so and undertakes not to object to such adjustments made by the Company.

**21. Interest on delayed Payments:**

Any delayed payment shall carry interest on the principal amount due at the rate of 12% (twelve percent) per annum from the respective due dates till full and final payment of the amount due as also the interest due thereon is made.

**CHAPTER - VII**  
**DEFAULTS BY ALLOTTEE**

**22. Events of Defaults and Consequences:**

- 25.1 All defaults, breaches and/or non-compliances of any of the terms and conditions of this GTC and/or the Allotment Letter shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the events of defaults mentioned below or elsewhere are merely illustrative and not exhaustive:
- a) Failure by Allottee to submit all necessary documents required by the Company;
  - b) Giving any false information in the Application Form;
  - c) Failure by the Allottee to countersign and return the Company's copy of the Allotment Letter to the Company within the time stipulated thereof in the Allotment Letter;
  - d) Failure to make any payment, (including but not limited to Sale Price, stamp duty, registration fee, legal expenses, any incidental charges, including, but not limited to, security deposit, ESD, Taxes) within the time stipulated thereof in the Allotment Letter or in this GTC or as may be notified by the Company to the Allottee from time to time;
  - e) Failure to execute the Sale Deed or any other deed/ document/ Undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Company in relation to the Property;
  - f) Failure to take possession of the Property within the time stipulated by the Company in its Possession Notice where such Possession Notice is issued before execution and registration of the Sale Deed;
  - g) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, Maintenance Security Deposits, IFSD or any increases in respect thereof, as demanded by the Company, its nominee, Maintenance Company or the Association, as the case may be, where such demand is made before execution and registration of the Sale Deed;
  - h) Assignment of the Allotment Letter or any interest of the Allottee as given in the Allotment Letter without prior written consent of the Company;

- i) Dishonour of any cheque(s) given by any Allottee for any reason whatsoever; and
  - j) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this GTC, any other undertakings, affidavits, Agreements, indemnities etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee shall be bound to abide by the decision of the Company in this regard which shall be final and binding on the Allottee.
- 25.2 Upon the occurrence of any one or more of event(s) of default under this GTC including, but not limited to, those specified above, the Company may at its sole discretion decide by notice to the Allottee to cancel the Allotment (“**Cancellation Notice**”). If the default mentioned in the Cancellation Notice is not rectified by the Allottee within fifteen (15) days from the date of Cancellation Notice, the Allotment shall stand cancelled without any further notice or intimation to the Allottee and the Company shall have the right to retain, by way of agreed liquidated damages an amount equal to the Cancellation Charges Upon such cancellation, the Allottee shall have no right or interest on the Property and the Company shall be discharged of all its liabilities and obligations under this GTC towards such an Allottee whereupon the Company shall have the right to deal with the Property in any manner in which it may deem fit as if that Allotment had never been made. In the event the Company elects to cancel the Allotment any amount which is found to be refundable to the Allottee over and above the amounts retainable by the Company as aforesaid, shall be refunded by the Company by cheque encashable at Kolkata and sent to the Allottee by registered post to the last disclosed address of the Allottee for correspondence where after the Allottee shall have no claim as against the Company.

## CHAPTER - VIII

### SALE DEED EXECUTION AND REGISTRATION

#### 23. Transfer of the Property

The Company will transfer to the Allottees the following:

- a) The Apartment;
- b) The exclusive right to use the Parking Space allotted;
- c) The proportionate, impartible and undivided share of the Tower Common Areas in which the Apartment will be situated to be used and enjoyed in common with the occupiers of other Apartments of that Tower; and
- d) The proportionate, impartible and undivided share in the Complex Common Areas and its Infrastructure to be used and enjoyed in common with the other occupiers of the Complex.

#### 24. Registration

27.1 The Sale Deed of the Property will be executed and registered in favor of the Allottee after the Property has been constructed and all payments then due and payable by the Allottee to the Company, has been paid to the Company by the Allottee, which will however have to be prior to possession of the Property is handed over to the Allottee. The Company shall serve upon the Allottee a notice in writing for execution and registration of the Sale Deed on or within a date to be notified in such notice and the Allottee shall abide by the same. In any event, if the Sale Deed is not executed and/or registered within 6 (six) months from the notified date for defaults of the Allottee, the Company shall have the right to cancel the Allotment in accordance with this GTC above and forfeit an amount equal to the Cancellation Charges as and by way of agreed liquidated damages and allot the Property to any other person without reference to the Allottee on such terms and conditions as the Company may deem fit.

27.2 The stamp duty, registration charges, legal fees (1% of the Sale Price), and all other costs of and incidental to the conveyance and other documents to be executed in pursuance thereof shall be borne and paid prior to the possession by the Allottee as ascertained and fixed by the Company. The same shall be paid by the Allottee within 15 days from the date of demand by the Company.

27.3 The Sale Deed will be drafted by the Solicitors/Advocates appointed by the Company and the same shall be in such form and shall contain such particulars as may be approved by the Company. No request for any changes whatsoever in the Sale Deed will be entertained.

## **CHAPTER - IX** **POSSESSION OF PROPERTY**

### **25. Possession**

28.1 The Company endeavors to hand over possession of the Property to the Allottee within 3 (three) months from the date the Company issues the Allotment Letter to the Allottee.

Provided that the Company shall be entitled to reasonable extension of time for giving delivery of the Property on the aforesaid date, if the completion of the same is delayed on account of:

- a) Force Majeure Events;
- b) any delay due to any order, notification of authorities concerned;
- c) any delay in obtaining electricity and/or water connections; and
- d) any default by the Purchaser of the terms and conditions of this Agreement.

And on happening of any or all of such events, the Allottees shall be deemed to have granted extension to the Company for completion of the construction of the Property.

(2) **“Force Majeure Events”** shall include the following:

- a) Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage whether inside or directly involving India or outside and / or not directly involving India;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
- c) Riot, commotions or other civil disorders;
- d) Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including;
- e) Any act, regulation or restraint constituting a change in law;
- f) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made; or
- g) the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.
- h) any local issues which may hamper the implementation of the Project;
- i) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements;
- j) Epidemic, famine or plague;
- k) Radioactive contamination or ionizing radiation;
- l) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- m) Strike, lockout or other labour difficulties; and
- n) Any event beyond the control of the Company.

(3) The Company shall serve upon the Allottee by registered post with acknowledgement due, a notice in writing (**“Possession Notice”**) to take over possession of the Property within 15 (Fifteen) days from the date of the Possession Notice (**“Possession Period”**). It will not be necessary for the Company to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter.

(4) Upon the Allottee complying with all provisions, formalities, documentation, etc. as may be prescribed by the Company in this regard and provided the Allottee is not in default of any of the terms and conditions of this GTC, the Company shall give possession of the Property to the Allottee on a date (**“Possession Date”**) mutually agreed but within the Possession Period specified.



- (5) If the Allottee, for whatsoever reason, fails and/or neglects to take possession of the Property after issue of the Possession Notice, the Allottee shall be deemed to have taken possession on the 16th day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Property, will be deemed to be the Possession Date.
- (6) On and from the Possession Date:
- a) the Property shall be at the sole risk and cost of the Allottee and the Company shall have no liability or concern thereof;
  - b) The Allottee shall become liable to pay the Maintenance and other Charges and deposits in respect of the Property on and from the Possession Date;
  - c) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Land and Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Property shall be borne solely and conclusively by the Allottee, with effect from the Possession Date.
  - d) All other expenses necessary and incidental to the management and maintenance of the Project.

## 26. Holding Charges

29.1 In case the Allottee fails to take possession of the Property within the Possession Period, the Allottee shall be liable to pay to the Company holding charges @ Rs 2000 (Rupees Two thousand) per month for PABAN Apartments and @ Rs 500 (Rupees Five Hundred) for SAMIRAN Apartments (“**Holding Charges**”) along with the charges mentioned in Clause 31.6 below. In any event, if the possession is not taken by the Allottee within 6 (six) months from the Possession Notice, the Company shall have the right to cancel the Allotment in accordance with this GTC.

29.2 For the purpose of the above “per month” shall be calculated as follows:

- 32.2.1 A period beyond 15 (Fifteen) days will be calculated as one (1) month and below the period of 15 (Fifteen) days will be calculated as half (1/2) month.

## 27. Compensation for delay in Possession

30.1 If the Company fails to deliver possession of the Property (except due to reasons mentioned above) within the Possession Period, the Allottee shall be entitled by way of compensation to receive per month on and from the scheduled Possession Date till the date of actual possession, simple interest on the amount paid till then to the Company at the rate of 12 (twelve) percent per annum. It is clarified that the Allottee will be eligible to compensation only if the said Allottee has not committed any default till then.

30.2 For the purpose of the above “per month” will be calculated as follows:

30.3 A period beyond 15 (Fifteen) days will be calculated as one (1) month and below the period of 15 (Fifteen) days will be calculated as half (1/2) month.

## **CHAPTER - X** **MAINTENANCE OF COMPLEX AND TOWERS**

## 28. Maintenance

31.1 Upon completion of the Complex the Company will hand over its management for maintenance to the Maintenance Company for which all Allottees may be required to execute an agreement (“**Maintenance Agreement**”) with the Maintenance Company. On and after formation of the Association, the maintenance and management of the Complex shall be handed over to the Association.

- 31.2 The Allottee shall only have user right on all Tower and Complex Common Areas (collectively “**Common Areas**”).
- 31.3 For the enjoyment of the Common Areas, the Allottees shall be liable to remit the proportionate maintenance charges (“**Maintenance Charges**”) as may be fixed by the Maintenance Company or the Association from time to time.
- 31.4 The Maintenance Charges shall become payable to the Company from the Possession Date till handing over of maintenance to the Maintenance Company.
- 31.5 The Maintenance Charges shall be recovered per month by the Company/Maintenance Company/Association and adjusted against the expenses as determined. The estimates of the Maintenance Company/Association shall be final and binding on the Allottee. The Allottee shall pay the maintenance bills on or before due date as intimated by the Maintenance Company/Association.
- 31.6 An interest free corpus deposit (“**Maintenance Security Deposit**”) for the respective properties shall be paid by the Allottee to the Company, on or before Possession Date. The said Maintenance Security Deposit is Rs. 15/- per sft of the SBUA for PABAN and Rs. 10/- per sq. ft of SBUA for SAMIRAN and the same shall be used by the Company or the Maintenance Company or Association for repair of the Complex or equipments provided therein. Notwithstanding the above, the Company reserves the right to utilize this deposit to adjust any realizable dues from the Allottee. The unused portion of the Maintenance Security Deposit shall be transferred to the Association without interest. If at any time the Maintenance Security Deposit shall fall below the prescribed limit mentioned above, the Allottee shall make good such shortfall immediately on demand being made by the Company/Maintenance Company/Association.
- 31.7 The Allottee shall pay over and above the monthly running Maintenance Charges an amount equivalent to 6 (Six) months proposed monthly Maintenance Charges towards the Interest Free Security Deposit (“**IFSD**”) to the Company calculated at the rate of Rs 1/- (Rupees One) per sq. ft. of the SBUA per month on or before the Possession Date. The said IFSD shall be kept with the Company or the Maintenance Company in order to secure adequate provision of the maintenance services and due performance of the Allottee in promptly paying the maintenance bills and other charges as raised by the Maintenance Company. The unused portion of such shall be transferred by the Maintenance Company to the Association without interest. If at any time the IFSD shall fall below the prescribed limit mentioned above, the Allottee shall make good such shortfall immediately on demand being made by the Company/Maintenance Company/Association.
- 31.8 In case the Allottee fails to pay any amount payable to the Company/Maintenance Company/Association:
- a) The defaulter Allottee shall not be entitled to avail any maintenance services;
  - b) Interest @ 12% per annum will become payable by the defaulter Allottee;
  - c) The Maintenance Company/Association shall adjust the unpaid amount from the IFSD.
- 31.9 The Company/Maintenance Company/Association shall have the right to increase the IFSD from time to time keeping in view the increase in the cost of maintenance services and the Allottee shall pay such increases within fifteen (15) days of written demand by the Maintenance Company or the Company or the Association on its behalf.
- 31.10 The unpaid amounts of the Maintenance Company shall also be a first charge on the Property.

## **CHAPTER – XI** **ELECTRICITY, WATER ETC.**

### **29. Arrangement for supply of electrical energy**

- 32.1 The Allottee will be required to pay the ESD for individual electric meters allotted to the Allottee by the WBSIEDICL.

- 32.2 In case the WBSEDICL fails to provide individual meter to the Allottee and makes provision for a Bulk Supply, the Company shall provide sub-meters to the Allottee upon payment of the proportionate ESD payable to the WBSEDICL for such connection. The amount recoverable from the Allottee will be intimated in due course as soon as the same is known to the Company.
- 32.3 The ESD would be subject to revision and replenishment and the Allottee shall at all times be liable to proportionately pay such revision and replenishment to the WBSEDICL as per the norms of the WBSEDICL. In such cases the Allottee may be required to enter into a separate agreement for supply of electricity through sub-meters.

### 33 Diesel Generator Backup

- 33.1 The Allottee will be provided power back up of 500 Watt and will be charged extra both for installation and consumption of power as intimated by the Company.
- 33.2 The Allottee shall be liable to pay installation charges of Rs 35,000 (Rupees thirty five thousand) for DG Power of 500 Watt and the same shall be paid to the Company within the due date to be notified thereof by the Company.
- 33.3 The actual running cost and maintenance charges of DG will be separately charged from the Allottee/Apartment owner on the basis of proportionate backup power subscribed by him.
- 33.4 The actual running & expenses for the DG for common areas will be charged from the Allottees. As and when any plant and machinery within the Complex as the case may be, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Allottees in the Complex, as the case may be, on pro-rata basis as specified by the Maintenance Company/Association. The Company or the Maintenance Company/Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

### 34 Water Supply

- 34.1 Water supply to the residents of the Project will be made available from deep tube wells or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply is not permitted.
- 34.2 Each Apartment shall be given one water supply connection. The Allottees shall reimburse the installation cost thereof to the Company and when demanded by the Company and the usage charges will be applicable on actual consumption basis. However, after handing over the Common Areas, the Maintenance Company/Association may make alternative arrangement for supply of potable water from the municipal/competent authority concerned and create necessary permissible infrastructure for the same at a cost which will be reimbursed by the Allottees as and when demanded by the Maintenance Company/Association.

### 35 Sewerage

The entire sewage of the Project will be treated by a Sewage Treatment Plant (“Plant”) having the latest sewage treatment technology. This Sewage Treatment Plant will efficiently treat the sewage and provide clean treated water at the end, which may be used for horticulture purposes. All the Apartments in the Project are to be connected to this system.

### 36. Solid waste management

The Company/Maintenance Company/Association or any agency appointed by the Company/Maintenance Company/Association will arrange for collection and disposal of solid waste as per relevant statutes.

### 37. Storm water disposal

There will be a network of storm water management system through the entire Project. In order for this system to work, it is imperative that the drains are kept clear and clean at all locations.

**CHAPTER - XII**  
**GENERAL**

**38. General**

- 38.1 The Allottee shall from time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and other relevant papers, as required, in pursuance of the Allotment and to do all acts, deeds and things as the Company may require in the interest of the Complex. In case of joint Allottees, any document signed/accepted/acknowledged by any one Allottee shall be binding upon the other Allottee.
- 38.2 The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the said Property pursuant to this GTC shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this GTC whether or not he/she has been able to obtain financing for the purchase of the said Property.
- 38.3 The Allottee understands that the layout plans and sanction plans, approximate areas of the Property, specifications of the materials proposed to be used and facilities and components are all tentative and subject to change, modification and/or variation. The Company may affect such variations, changes, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, deem appropriate and fit or as may be directed /allowed by any Government authority. However, the area of the Property and that of the Land may increase or decrease up to a maximum of 5% (five percent) of the proposed area mentioned in the Allotment Letter for which no claim will be entertained. Though the Company shall endeavor to provide the specifications as shown in the Presentation/Brochure, the Company shall at its sole discretion change such specifications to other brands of the equivalent or better quality, without intimation to the Allottee and the Allottee shall not object to such changes in the specifications. If due to such changes in specifications and/or in the area of the Property the Total Price increases, the Allottee shall be bound to pay such increase on demand by the Company without any demur or protest, failing which the Company shall be at liberty to cancel the Allotment and refund the amounts till then received after deducting an amount equal to the Cancellation Charges.
- 38.4 The layout plans are tentative subject to approval of the appropriate authorities and all changes, directions and/or conditions imposed by such authorities at any stage, while approving the proposed tentative layout plans, shall be binding on the Allottee and it will not be necessary on the part of the Company to seek consent of the Allottee for the purpose of making any changes in order to comply with such directions, conditions and/or changes and that the layout plans that may be amended and approved from time to time shall supersede the proposed tentative layout plan as given in Presentation/Brochure and shall automatically form a part of this GTC.
- 38.5 Due to any operation of law or any statutory order or otherwise as may be decided by the Company, if any part the Project is discontinued or truncated then the Allottee, if affected by such discontinuation or truncation, shall have no right of compensation from the Company save and except obtaining refund of the whole or proportionate part (depending upon the extent as decided by the Company at its sole discretion to which the Allottee is affected due to such discontinuation or truncation) of the amounts till then received from the Allottee together with simple interest at the then prevailing rate applicable to savings bank account of nationalized banks.
- 38.6 The Company shall have the right, without requiring any approval from the Allottee, to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments within the Complex and the Allottee shall have no right to raise objections or make any claims on this account.
- 38.7 The Allottee shall at no time make any structural changes, changes in the internal design or changes on the external facade of the Property/building even after the execution of the Sale Deed without prior approval of the other Apartment owners, Association, Company and the appropriate authorities.
- 38.8 The Company shall have the right to make additions to or put up additional structures in the Complex as may be permitted by the competent authorities and such additional apartments/blocks and/or structures

shall be the sole property of the Company and the Company shall be entitled to deal with it in its discretion without any interference by any of the Allottees. The Allottee shall, after taking possession of the Property, or at any time thereafter have no right to object to such construction or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Company or the Maintenance Company, on the ground that the infrastructure required for the Complex is not yet complete.

- 38.9 Repairs to be undertaken for Common Areas by the Company or Maintenance Company or the Association and the proportionate cost for the same shall be reimbursed by the Allottee as and when demanded by the Company or Maintenance Company or Association.
- 38.10 The Company shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge and/or securitization of the receivables or in any other mode or manner by charge/mortgage of the Land subject to the condition that the Property shall be free from all encumbrances at the time of execution of Sale Deed.
- 38.11 The Allottee may be required to execute, if necessary, a formal agreement for sale within 15 (fifteen) days of being required in writing to do so by the Company. Under the existing laws the stamp duty at the rate applicable to conveyance is leviable on such agreement for sale. Such stamp duty shall be payable wholly and exclusively by the Allottee. If the Allottee fails to execute such agreement or pay the stamp duty, the Company shall be at liberty to cancel the Allotment and refund the amounts till then received after deducting an amount equal to the Cancellation Charges.
- 38.12 The Allottee shall be required to pay or reimburse taxes which will include but not be limited to, all taxes paid or payable by the Company and/or its contractors by way of value added tax, state sales tax, central sales tax, works contract tax, service tax and cess and any other taxes by whatever name called levied or to be levied in connection with the development and construction of the Complex Where the Company is required to make any refund to the Allottee in terms of the GTC, the Company, at its sole discretion, may decide not to refund any tax paid, reimbursed or realized from the Allottee and in that event the Allottee shall not have any right to claim refund of such tax amount.
- 38.13 All correspondence will be made with the Applicant at the address for correspondence on the records of Company initially indicated in the Application Form, unless changed. Any change of address shall have to be notified in writing to the Company's office and acknowledgement obtained for such change. In case of joint Allottees, all communication shall be sent by the Company to the Allottee whose name appears first in the Application Form and which shall for all purposes be considered as served on both Allottees.
- 38.14 The Application Form, the Allotment Letter and delivery of the Property are all subject to the approval of the plans by the competent authorities and grant of permissions and clearances as may be required under any law for the time being in force. It is clarified that in the event any approvals, permissions and/or clearances are not obtained, the Allotment shall stand cancelled and all monies received by the Company till such date of cancellation shall be refunded in full without any interest or deduction.
- 38.15 The roofs will at all time form a part of the Tower Common Areas. However, the Company shall have the right to put hoarding/ neon signs/ or communication equipments in its name or in the name of its affiliates.
- 38.16 In the event the Allottee fails to perform any of its obligations or commits any breach of any of the terms and/or conditions mentioned in this GTC or the Allotment Letter including, but not limited to, the occurrence of any event of default as stated in this GTC, the Company shall have the option to forfeit, without any notice to the Allottee, an amount equal to the Cancellation Charges ("**Forfeitable Amount**"). If the amount paid by the Allottee till then is less than the Forfeitable Amount then the Allottee shall make good the shortfall.
- 38.17 The Company, at its sole discretion, may modify any of the conditions and the Allottee shall not be entitled to object to the same in any manner, save that in case the same is not acceptable to any Allottee, the monies paid by such Allottee till then will be refunded, without interest.

- 38.18 The Allottee agrees and undertakes that he/she shall join the Association and pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose. It is clarified that the onus of forming an association/ society of owners will at all times be that of the Allottee/s.
- 38.19 The Allottee hereby gives consent to the Company that the Company shall have full right, title and interest to use and utilize the additional FSI/FAR/TDR in respect of the Land which may be made available by the authorities concerned even after the Sale Deed of the Apartment has been executed and the Allottee or the Association or any member of the Association shall not raise any objection of whatsoever nature for the same.
- 38.20 The Allottee shall not use the Apartment or the Tower or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other apartment owners or for any illegal or immoral purposes.
- 38.21 The Allottee shall not store in the Apartment or the Tower any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.
- 38.22 The Allottee shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the common areas of the Complex and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.
- 38.23 The Allottee shall at all times co-operate with the other purchasers/occupiers of the Apartments.
- 38.24 After possession of the Apartment is taken over, the Allottee shall not be entitled to raise any dispute against or claim any amount from the Company on account of any bad workmanship or inferior quality of the material used or on account of any constructional defect in the Apartment. Complaints, if any, regarding specifications, fittings and fixtures etc. provided in the Apartment will be required to be brought to the notice of the Company within 15 days of taking over possession of the Apartment. The Company shall not be responsible for any damage caused to the Apartment on account of delay in taking over possession and in such event the Allottee will have to take possession of the same on as is where is basis.
- 38.25 The Allottee shall not (i) dismantle any external wall, (ii) change in elevation, (iii) change in position of internal walls, (iv) position of electrical switches and location of fittings which are fixed and not subject to any alteration, (v) the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and (vi) use the external walkways and terraces for long term storage.
- 38.26 Without prejudice to any other right of the Company, the Allottee shall be liable to pay to the Company a sum of Rs 500 (Rupees Five hundred) for each case of dishonor of any cheque of the Allottee.

39. **Dispute Resolution**

In the event of any dispute arising out of or relating to the terms herein contained, the same shall be referred for arbitration to the then Chairman of the Company or such person nominated by him. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments and/or modifications thereof in force at the time of the referral. The arbitration will be held in Kolkata and its language shall be English. The arbitrator may dispense with such procedures that are permissible with the consent of the parties which consent will be deemed to have been given by the Allottee upon acceptance of the Allotment. The award will be final and binding upon the Allottee and the Company.

40. **Disclaimer**

The Company and/or its affiliates, officers, directors, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by the Allottee due to loss of documents, delay in postal services and/or any other eventualities beyond the control of Company and the

Allottee shall keep the Company and/or its affiliates, officers, directors, employees, agents, members and/or servants saved, harmless and indemnified at all times with regard thereto.

**4i. Jurisdiction**

The courts at Kolkata shall have exclusive jurisdiction.

**DECLARATION**

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agreed to abide by the same.

.....  
**Signature of Sole/First Applicant**  
Name:  
Place:  
Date:

.....  
**Signature of Joint Applicant**  
Name:  
Place:  
Date:

.....  
**Signature of Third Applicant**  
Name:  
Place:  
Date: