

GENERAL TERMS AND CONDITIONS

Sampoorna ———
Tritiya
A home designed with you in mind



Bengal DCL Housing Development Company Ltd

A Joint Enterprise of West Bengal Housing Board and DC Properties Pvt. Ltd.

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1. "Tritiya" Cluster at "Sampoorna" at New Town, Kolkata

Sampoorna is a residential project on a 4 acre plot (more or less) at Action Area II, New Town, Kolkata. West Bengal Housing Board, owner of the plot, has given permissive possession of the said plot to Bengal DCL, appointing it as its developer for the purpose of developing the housing complex on this said land; to sell individual apartments; to enter into agreements for sale with prospective purchasers; and to sign, execute and admit the necessary deeds of conveyance in favour of the intending purchasers.

Sampoorna will have two clusters of apartments. One cluster is named Prathama – Dwitiya (LIG – MIG) and the other cluster Tritiya (HIG). The Prathama – Dwitiya will have two types of apartments :

a)Prathama – 120 one bedroom apartments and b) Dwitiya – 40 two bedroom apartments.

A total of 160 apartments of different types in five 10 storied towers are offered in Tritiya.

The ten storied towers will contain the following units :

		Numbers
Category 1	Duplex	20
Category 2	3 Bed room apartments	140
	Total	160

2. Who can Apply

A. An Individual, i.e., a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or a Non Resident Indian citizen or a Foreign Citizen of Indian origin*, resident in India or abroad (in case of minor, age proof and name of natural/legal guardian is required).

Joint application by only another person is permitted, only if applicants are members of the same "family", (which term shall mean and include spouse, parents and children only).

(*Foreign citizen shall be deemed to be of Indian Origin if he/she held an Indian passport at any time or he/she or his/her father or grandfather was an Indian citizen by virtue of the Constitution of India or The Citizenship Act, 1955. Citizens of Pakistan, Bangladesh, Afghanistan, China, Iran, Bhutan, Nepal and Sri Lanka shall be deemed to be **not** of Indian origin.) Copy of proof required e.g copy of the passport.

The applicant/allottee, if resides outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/or all other statutory provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. The applicant/allottee shall also furnish the required declarations to Bengal DCL on the prescribed format, if necessary.

B. Other Entity(ies), i.e., a Body Corporate incorporated in India or a Partnership firm or Limited Liability Partnership or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (Copy of Certificate of Incorporation or copy of Registration Certificate, as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card) are to be submitted with the application form).

C. Bengal DCL, however, at its discretion, can relax any of the conditions as mentioned hereinabove without assigning any reason.

3. Application Procedure

A. A person intending to buy an apartment will have to apply in the prescribed APPLICATION FORM contained in the Brochure giving all the particulars required therein.

B. The applicants are advised to go through and understand the General Terms and Conditions carefully before filling in the APPLICATION FORM.

C. Allotment will be based on 'first come first served' basis. If an applicant wishes to book an apartment, he/she will check the availability status of apartments from Bengal DCL office via phone or email, or the website and can block the apartment of his/her choice via email or fax or in person. This procedure is applicable to all applicants residing either in Kolkata or outside Kolkata

Bengal DCL will block the chosen apartment for a prospective applicant residing within Greater Kolkata for a maximum period of **3 days** from the date of blocking. For applicants residing outside Greater Kolkata including NRIs, the chosen apartment will be blocked for a maximum period of **7 days** from the date of blocking.

The scanned filled in Application Form and the Demand Draft/ payable at Kolkata (application money) sent by fax/mail will have to be received by Bengal DCL within the above mentioned time, failing which the blocking will be withdrawn. On receipt of the request within the stipulated time Bengal DCL will confirm the booking and inform the same to the applicant via email. The applicant will forward (through courier or registered post) to Bengal DCL the original Application Form and the Draft/Pay Order within 7 days after sending the fax/mail. The application money can also be wire transferred. Instead of faxing the application form, applicants may directly handover the original Application Form and the Draft to BENGAL DCL for confirmation of the booking. But it has to be done within the stipulated time period.

D. The **Bank Draft**, payable at Kolkata, is to be drawn in favor of "Bengal DCL – Sampoorna", for the amount of application money for the apartment selected as mentioned hereafter in the PAYMENT SCHEDULE (Refer Annexed Price Tables). The said money can also be wire transferred; bank details required for such process will be given on enquiry.

Only the counterfoil of the Pay-In-Slip will acknowledge the receipt of application money and the Application Form. There will be no other acknowledgement. BENGAL DCL will send the copy of the Pay-In-Slip of the outstation applicants by Registered post/Courier.

E. An Indian Citizen residing abroad or a Foreign Citizen of Indian Origin as described herein above (in Clause 2A) is required to remit a Bank Draft/Pay Order payable at Kolkata/or wire transfer for an equivalent amount in **Indian Currency** payable as application money for the apartment selected.

4. Allotment Procedure

The process of issuing allotment letter will start simultaneously for Prathama, Dwitiya and Tritiya applicants.

An Application Form is valid for booking one apartment only. One intending to book more than one apartment has to submit a separate application form for each apartment.

5. Scrutiny, Rejection and Refunds

Application remaining incomplete or deficient in any respect and/or not accompanied by the requisite remittances and/or relevant documents will be liable to be rejected. Applications containing false / incorrect / misleading information are liable to be summarily rejected and booking shall stand cancelled whenever so detected and at any point of time even if allotment has been made. Upon such cancellation

by Bengal DCL, the installments paid till that date will be refunded without any interest after deduction of the entire application money deposited as the Administrative Cost.

6. Price and Payment Schedule

A. Price

The prices indicated in the PAYMENT SCHEDULE under the Down Payment Schedule or Installment Payment Schedule (Refer Annexed Price Tables) are firm and exclusive of all applicable taxes. The prices can be revised by Bengal DCL from time to time, based on its discretion. However once an apartment is allotted, the price mentioned in the allotment letter will remain firm.

B. Payment Schedule

i. Down Payment Schedule

This schedule requires 100% payment of the price along with service tax as applicable within **45 (forty five)** days of the allotment being made (Refer Annexed Price Tables).

ii. Installments Payment Schedule

This schedule requires payment of allotment money and respective installments along with service tax as applicable (Refer Annexed Price Tables).

7. Car Parking

Car parking facility has been provided in the complex at the ground and first floor level with a choice of Covered, Open and Stack parking at the following prices:

Type of parking	Price of each parking space	Installment Payment Plan	
		(on allotment of parking space)	(on possession)
Covered *	Rs. 4,25,000	Rs. 3,20,000	Rs. 1,05,000
Open	Rs. 3,75,000	Rs. 2,90,000	Rs. 85,000
Stack Tier I**	Rs. 3,50,000	Rs. 2,70,000	Rs. 80,000
Stack Tier I***	Rs. 2,50,000	Rs. 1,90,000	Rs. 60,000

* In ground level of towers

** In ground level

*** Electro-mechanically operated parking above Stack Tier I parking, for further details please contact Bengal DCL.

Two back to back covered spaces will be allotted for parking for each Duplex. The spaces will be allotted simultaneously with the allotment of the apartment.

For others the allotment will be made on the basis of a lottery, if the number of applicants for a particular type is more than the number of spaces available under that type. The lottery will be conducted at an appropriate time and will be informed to all allottees.

Unallotted parking space, if any, shall be the property of and will be in possession of Bengal DCL. It shall be Bengal DCL's sole discretion to allot/use these unallotted spaces as it may so decide.

8. Delay in Payment of Installments and/or Other Dues

It shall be incumbent on the allottees to comply with the terms of payment in respect of the apartment and any other sums payable under the GENERAL TERMS and CONDITIONS. Payment of allotment money is required to be made within **45 (forty five)** days of the date of allotment. No extension of time will be allowed for payment of allotment money. Payment of installments and / or all other dues shall have to be made within the due dates as intimated in the allotment and other letters. In case payment is delayed, the allottee(s) shall have to pay interest on the amount due @ **18% per annum**.

9. Cancellation

For any delay in payment of installments and/or other dues for 2(two) months from the respective due dates, the allotment may be cancelled at the option of BENGAL DCL.

Applicants are free to withdraw their applications and cancel their booking at any time even after allotment. However no cancellation/withdrawal can take place after possession (pursuant to Clause 11) of the apartment has been given.

Upon any withdrawal and/or cancellation, Bengal DCL shall be entitled to forfeit the entire application money as pre determined Administrative Cost, along with **5%** of the total installment payments already made by the allottee/applicant. The balance amount paid by the allottee, till date of cancellation, will be refunded without any interest thereon, within a period of **3 months** from the date of cancellation. Any type of refund amounts to Non Resident Indians (NRI)/foreign citizens of Indian origin shall however be made in Indian rupees (applicable RBI guidelines will hold)

The allottee shall have no right and/or lien on the apartment thereafter.

10. Possession

Bengal DCL contemplates to give possession of apartments to the allottees within **36 (Thirty six)** months from the date of allotment of the apartment subject to receiving all the necessary statutory clearances and all the allied services from the concerned authorities. However Bengal DCL cannot be held responsible for slippage of the time, due to force majeure and other situations beyond its control. Force majeure and such other situations, inter alia, include delay on the part of authorities in providing encumbrance free worksite and vehicle worthy access road; availability or delayed availability of construction water and power from the concerned authority; non availability or irregular availability of construction materials; non availability of water supply or sewerage disposal connection or electric power or other civic amenities from concerned authorities; slow down or strike by contractors/construction agencies; irregular or non availability of skilled or unskilled labour; delay in providing other essential services/ permissions by the concerned authorities; and litigation, Acts of God, requisitioning, civil commotion and/or such other reasons beyond the control of Bengal DCL.

11. Delay in taking Possession

On completion of the project, Bengal DCL will serve notice calling upon allottees to take possession of apartments within 45 (forty five) days of serving the notice. The last date of the time period given shall be the '**Deemed Date of Possession**,' irrespective of the date when the allottees takes physical possession of their respective apartments. The allottees shall be required to take possession of their respective apartment within the time mentioned, after complying with all the Terms and Conditions. In case of delay in taking possession of the apartments within the time mentioned, BENGAL DCL shall be entitled to cancel the allotment of the apartment and forfeit the entire application money as pre determined Administrative Cost, along with **5%** of the total installment payments already made by the allottee. The balance amount paid by the allottee, till date of cancellation, will be refunded without any interest thereon, within a period of **3 months** from the date of cancellation or the allottees shall be liable to pay additional maintenance charge of **Rs. 20000** (Rupees Twenty Thousand only) per month for the

period between the deemed date of possession of the apartment and the date of taking physical possession of the apartment by the allottees, over and above any other charges which may be payable. Decision of BENGAL DCL will be final in this matter. BENGAL DCL shall not be liable in case of any damage and/or deterioration to the apartment during the intervening period.

12. Management and Maintenance of Common Areas and Facilities

A. Interim Maintenance

Bengal DCL shall, by itself or through its nominated agency, maintain the common areas and facilities of the cluster for a maximum period of **1 (One)** year starting from the '**Deemed Date of Possession**' of the apartments. For this period of one year of maintenance, the allottees are required to pay **Rs. 60 per sqft** of the covered area of their respective apartments towards maintenance cost of the common areas and facilities serving Sampoorna – Tiritiya Cluster. Such payments are non refundable and will be made before possession is given. No account of maintenance will be given by Bengal DCL as surplus/deficit arising on account of maintenance during the said period of one year shall be on account of Bengal DCL.

This charge does not cover the maintenance and running of the DG set for providing (1KW for 3 bedroom apartments and 1.5 KW for Duplexes) of emergency power in apartments. The same will be intimated before possession based on the prevailing fuel price.

After the completion of the 1st year of management and maintenance of the common areas shall be handed over by Bengal DCL to the Apartment Owners' Association in accordance with the West Bengal Apartment Owners' Association Act 1972 formed by the members, which shall thereafter be responsible for maintenance of the common areas. In the event of such body as aforesaid, not having been constituted by then, the responsibility of common area maintenance shall be handed over by Bengal DCL to an interim body to be formed from amongst the resident allottees/owners of apartments or to a group of allottees/owners who would take over the possession and control of the common areas and facilities on behalf of themselves and also on behalf of other allottees/owners. Even if the said interim body is also not formed, then BENGAL DCL reserves the right to terminate their maintenance service.

B. Maintenance Corpus Deposit

In addition to the above mentioned maintenance charge, allottees of apartments shall have to deposit a sum of **Rs. 50 per sqft** of the Covered Area of their apartments towards Maintenance Corpus Deposit, before taking possession of the apartment when called upon to do so by BENGAL DCL. BENGAL DCL will transfer the said Maintenance Corpus Deposit, post deduction if any, only to the said registered body (Clause 12A) after it is formed, without interest. The Maintenance Corpus Deposit collected from each allottee will remain credited to the account of such allottee in the records of BENGAL DCL and subsequently to the said registered body.

13. Registration of Deed of Conveyance

The Deed of Conveyance of an apartment shall be executed and registered in favour of the allottees subject to clearance of the entire consideration along with all other dues, charges and deposits, etc., receivable by BENGAL DCL. The allottees will be given prior intimation of the date of registration. The Deed of Conveyance will be drafted by BENGAL DCL in such form and containing such particulars as may be required. No request for changes, whatsoever in any of the conveyance deed will be entertained; allottees will accept all such documents without any demur. The allottees will be wholly and exclusively required to pay stamp duty, registration charges, taxes and other cess or charges as may be levied by the Government from time to time for the Registration of the Deed of Transfer of their respective Apartments. Each allottee will be required to pay BENGAL DCL documentation and administrative charges for preparing the deed of conveyance @ 1% of the total price of the apartment, parking space and upgradation of individual apartment.

14. Transfer of Apartments

No transfer or alienation of interest of any nature whatsoever shall be permitted and recognized by BENGAL DCL except upon full and final payment of all dues, installments and interests due thereon to Bengal DCL and upon payment of an administrative/transfer fee of 5% of the total price of the apartment, parking space and upgradation of individual apartment.

15. The Club

BENGAL DCL proposes to set up a Residents' Club within the 'Tritiya' Cluster as outlined in the brochure. The facilities of the Club as outlined in the brochure are suggestive and may undergo changes, if required. Bengal DCL reserves all rights to make changes, as it deems appropriate, without prior intimation.

All allottees will have to be a member of this club as per the following terms and conditions:

The Membership is open only to the owners of Tritiya apartments and shall be in the name of individual owners of the apartments only (i.e. no corporate membership is permissible). If the allottee is a Body Corporate, it will be required to nominate the Occupier of the allotted apartment, who, for all purposes, will be treated as the Member of the Club. Facilities of the Club can be availed by a Member, his/her spouse, dependent children below 21 years of age and dependent parents. Members may bring in guests on payment of guest fees and charges as per club rules.

In the event of a resale/transfer or when an allottee/owner rents out his/her apartment the new owner/occupant will automatically become a member of the Club, subject to prior intimation given to the club management about the change supported by appropriate documents. The club management will decide on the terms and guidelines of the membership. No fresh membership fee is required to be paid.

Membership deposit and Monthly Subscription shall be payable as per details given below :

Prime Resident Membership

Description	Amount	Payment Schedule
Club membership deposit	Rs.50,000	Before Possession
Monthly subscription for 1 year	Rs.800 per month + applicable service tax	Before Possession

The aforesaid membership deposit has to be paid at one time, as and when called by Bengal DCL but before possession of the apartment.

Bengal DCL shall endeavor to complete and handover the club alongwith the apartment. However if there is any delay in completion of the same, payment of membership charge while taking possession as mentioned in the preceding para shall not be withheld for such delay.

A part of the aforesaid membership deposit will be utilized to do interior and purchase of air conditioners, furniture, gym equipment, soft furnishing, crockery, cutlery, linen for the club. The balance amount will be transferred without interest, only to the registered body (Clause 12A), as and when formed and not to the interim body to be formed in absence of the registered body.

Detailed terms and conditions of membership and rules and regulations governing use of club facilities will be formulated in due course and circulated to members before the club is operational. All members will be required to abide by these rules and regulations. While some club facilities will not be chargeable to the members, some will be on a 'pay and use' basis.

BENGAL DCL will, either by itself or through its nominee, operate/supervise the operation of the club for a period of **1 (One) year** from the date of commencement of the operations of the club, for which BENGAL DC shall charge a monthly subscription of Rs. 800 per month along with service tax as applicable from every member. Any surplus/ deficit arising there from shall be on the account of BENGAL DCL. The total amount for the entire 1 year is to be paid at a time, as and when called upon by Bengal DCL, but before possession of the apartment is given.

On completion of this 1 year period, Bengal DCL will hand over the possession and control of the club to the registered body, if formed, or to the interim body (Clause 12A).

16. General

A. It is understood that the applicant has applied for allotment of a residential apartment with full knowledge and agrees to be subject to all the laws/notifications and rules applicable to the project area in general and the group housing project in particular, which have been understood by him/her. It is further understood that the applicant has fully satisfied himself/herself about the interest and the title of BENGAL DCL in the project land.

B. 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 an allottee for his / her respective apartment.

C. The word "transfer" wherever used shall not include mortgage of the apartment with a Bank or Financial Institution for the purpose of obtaining a housing loan without giving physical possession of the apartment

D. Non-payment of any dues whatsoever by the allottee(s) to Bengal DCL will create a charge on the Apartment in favour of Bengal DCL.

E. No request for any discount on any whatsoever shall be entertained by Bengal DCL.

F. The site layout, building plans and specifications of the building(s)/cluster and the apartments are tentative and are subject to variation. Bengal DCL may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion deem appropriate and fit and/or as may be directed by any competent authority. The Covered Area of the apartments may increase / decrease up to a maximum of 2%, while the carpet area, apartment area and common area, individually may vary more than 2%. No complaint regarding this as well as regarding design, layout and accommodation shall be entertained by Bengal DCL.

In case the variation of the Covered Areas of the apartments are more than 2%, the prices of the Apartments will be adjusted accordingly, before giving possession.

G. Roof will mean the ultimate general roof of the building which will be for the common use of apartment owners of that building. Bengal DCL or its associate group company will have the right in perpetuity free of cost of putting up signage and hoardings including neon sign of its name or the name of its affiliates, as well as their products, on the roof or walls or common area of the Complex. The maintenance cost of such display/signage will be on the account of Bengal DCL However any display/signage related to the project will be borne by the allottees.

H. Furniture layout shown in the brochure is indicative of how the apartment can be used. No furniture will be provided with apartments. Plants/shrubs shown are indicative and will not be supplied by Bengal DCL.

I. Bengal DCL will not entertain any requests for modification of the internal layouts of the apartments, external facades of the towers, specifications of apartments or any other changes, except those offered under the enhanced option.

J. Complaints, if any, regarding fittings, fixtures, materials and workmanship provided in the apartments will be required to be brought to the notice of Bengal DCL within the deemed date of possession (Refer Clause 11). Bengal DCL will not be responsible for any damage caused to the apartments on account of delay in taking over possession and in such event, the allottee(s) will have to take physical possession of the apartments on "as is where is" basis.

During the time of handing over of apartments, possession kits will be given, which will contain an Observation Form. Allottees will record observations about their apartments (as mentioned above) in the said forms and submit these to Bengal DCL for their action. No such observations will be accepted by Bengal DCL prior to the starting of the handing over process.

K. The defect liability period will be for 12 months from the starting date of handing over of apartments and this shall be limited to the defects in the construction (i.e. structure) and not on the bought out materials as they have varied warranty periods by the manufactures themselves. However, in the event of recurring problem with the bought out materials, Bengal DCL will help to sort out the issue with the supplier. This defect liability period shall not cover damage due to force majeure, misuse of the apartment, carrying out unauthorized modifications and alterations and prolonged non occupancy of apartment by apartment owner and any other situations beyond the control of Bengal DCL.

L. In the event of paucity or non availability of any material as mentioned in the specification, Bengal DCL may use alternative materials/article but of similar quality. Decision of Bengal DCL on such changes will be final

M. The infrastructure for receiving, storing and supplying potable water to individual apartments and other places as required within Tiritiya Cluster of Sampoorna will be provided by Bengal DCL. However, the concerned authority is to supply potable water to Tiritiya cluster. Similarly, Bengal DCL will install the infrastructure for collection and disposal of storm water and sewage from individual apartment and other places of this cluster. Installation of sewerage and drainage mains in the vicinity of this cluster by the concerned authority is essential for connecting the disposal lines to the designated points of the mains.

The substation with its ancillaries and the distribution system to each apartment and other parts of this cluster will be developed by Bengal DCL. Supply of HT power to this cluster is the responsibility of the concerned authority. Moreover it is to be noted that after taking possession of the apartments, the apartment owners will have to apply to the authority, individually, for obtaining power and electricity meter in their respective apartments. The owners have to pay the applicable security deposit and/or other charges for the same to the authority.

N. The backbone for telephone, intercom facility, television and the broad band will be provided by Bengal DCL. The allottees shall be required to contact the service providers and get the connection in individual apartments, at their own cost. The contact details of the service provider will be intimated in due course.

O. The allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by Bengal DCL within 15 days of being required in writing to do so. The stamp duty at the applicable rate shall be payable wholly and exclusively by the allottee(s).

P. An applicant/allottee shall not be entitled to get the name of his/her Nominee(s) substituted in his/her place.

Q. After giving possession of the apartment as stated in Clause 11 hereinabove, the allottee(s) shall be liable to pay to Bengal DCL or other appropriate authorities all rates, taxes, levies, cess, deposits including security deposit or assessments pertaining to the apartment wholly and the common areas proportionately on demand.

R. Application in the prescribed form as contained in the Brochure Kit is subject to the General Terms and Conditions stated herein and also in other parts of the Brochure including all documents / inserts namely, PRICE AND PAYMENT SCHEDULE (Refer Annexed Price Tables), which are contained in and form part of the Brochure Kit.

S. All correspondences with the applicant(s)/allottees will be made at the address for correspondence on Bengal DCL'S record initially indicated in the Application Form, unless changed. Any change of address will have to be notified in writing to Bengal DCL at its City Office and acknowledgement obtained for such change. In case there is a Joint Allottee, all communication shall be sent by Bengal DCL to the allottee whose name appears first and which shall for all purposes be considered as served on both the allottees.

T. The Applicants must quote the their apartment number, tower number, category and project name as indicated in the Allotment Letter in all future correspondences.

U. Bengal DCL reserves the right to reject any application without assigning any reason whatsoever.

V. The failure of Bengal DCL to enforce at anytime or for any period any one or more of these Terms & Conditions shall not imply its waiver and/or does not affect its right at anytime subsequently to enforce all Terms & Conditions.

W. Due to any operation of law or and statutory order or otherwise as may be decided by Bengal DCL, if a portion or the entire scheme is discontinued or truncated then the allottees affected by such discontinuation or truncation will have no right of compensation from Bengal DCL. Pursuant to the terms of this agreement, Bengal DCL will, however, refund the money received from the allottees without any interest.

X. The parties agree to refer Arbitration. The Arbitration proceedings, if any shall be governed by Arbitration and Conciliation Act, of 1996 (as amended from time to time). The language of Arbitration shall be English and the place of Arbitration will be at Kolkata.

Please sign this copy of the General Terms and Conditions and submit it with the filled in Application Form and Application Money at Bengal DCL's city office. Applications will not be accepted without the signed copy of this General Terms and Conditions.

I/We have completely read and understood the above mentioned General Terms and Conditions and agree to abide by the same.

(Signature of the First Allottee)

(Signature of the Joint Allottee)

Name of the First Allottee

Name of the Joint Allottee

Date :

Date :

Place :

Place :

