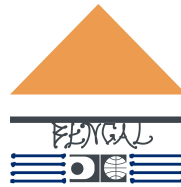


# GENERAL TERMS AND CONDITIONS

Sampoorna  
*Prathama*  
*Dwitiya*

**Last Date of Acceptance of Application : 20th November, 2012**



## **Bengal DCL Housing Development Company Ltd.**

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

Registered Office: 24 Park Street, Kolkata 700016

City Office: Sree Manjari, 4<sup>th</sup> Floor,

8/1A, Sir William Jones Sarani (Middleton Row), Kolkata - 700016

Phone: (91) 33, 40003302, Fax: (91) 33 40003300

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Visit us at [www.bengaldcl.com](http://www.bengaldcl.com)

## 1. “Prathama - Dwitiya” Cluster in “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.

- i) Prathama (LIG) : five storied blocks, with a total of 120 one bedroom apartments.
- ii) Dwitiya (MIG) : ten storied tower with a total of 40 two bedroom apartments.

The following are being offered for allotment :

	Prathama	Dwitiya
Total number of apartments to be built	120	Lower MIG - 20 Upper MIG - 20

## 2. Who can apply?

- A. An Individual, i.e. an Indian citizen who has attained the age of majority, resident in India and whose Gross Monthly Family Income is as follows:

### For Prathama Apartments

Eligibility- Gross Monthly Family Income- Rs. 10001/- to Rs. 15000/-

### For Dwitiya Apartments

Eligibility for Lower MIG – Gross Monthly Family Income – Rs. 15001/- to Rs. 25000/-

Eligibility for Upper MIG – Gross Monthly Family Income – Rs. 25001/- to Rs. 40000/-

In determining the Gross Monthly Family Income of the Applicant(s), the decision of BENGAL DCL shall be final and binding.

The following documentary evidence of his/her monthly / yearly gross income must be enclosed with the prescribed Application Form.

- i) For those employed: Original Salary Certificate duly stamped and signed by authorized officer of the employer along with documentary evidence of the Gross Income along with photocopy of Acknowledgement from the Income Tax Officer evidencing receipt of Income-tax return for Financial Year 2010 – 2011/2011 -2012 duly attested by a Gazetted officer.
- ii) For Self-employed, who are Income Tax Assesses: Documentary evidence of the Gross Income along with photocopy of Acknowledgement from the Income Tax Officer evidencing receipt of Income-tax return for Financial Year 2010 – 2011/2011 -2012 duly attested by a Gazetted officer.

iii) For Self-employed, who are not Income Tax Assesses : Certificate of Income from the Head of the Local Government Authority or its Chief Executive Officer.

iv) For Pensioners : A copy of Pension Pass Book or Bank Pension Statement showing evidence of receipt of pension for the last month.

B. 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 minor/dependent children only). Gross Monthly Income of both Applicants will be added to determine the eligibility requirements. Notarised affidavit stating family income is compulsory.

C. Only one Application per applicant/family will be entertained.

D. The applicant and/or his family (defined above) should not own any land/apartment/house/ residential building in New Town, Kolkata area where this Scheme is being implemented.

### **3. Application Procedure**

A. A person intending to acquire an Apartment shall have to apply in the prescribed APPLICATION FORM giving all the particulars required therein.

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

C. A **Bank Draft** or **Pay Order** is to be drawn in favour of “**Bengal DCL – Sampoorna**”, payable at Kolkata for the amount of application money for the apartment selected as mentioned hereafter in the PAYMENT SCHEDULE (Refer Annexed Price Table). **Cheques will not be accepted.**

D. The completed APPLICATION FORM, duly filled and signed by the Applicant(s) along with **the Bank Draft / Pay Order** and documentary evidence of Gross Monthly Income should be submitted at any collection center of **UCO Bank** as indicated in the Application Form.

E. The Applicant’s photograph affixed on the Application Form must be attested with Official Seal by a Gazetted Officer, a Member of Parliament, a Member of Legislative Assembly, a Municipal Councillor, a Member of a Gram Panchayat, a Headmaster of a Government Recognized Primary/Secondary School or a Principal of a Government Recognized College.

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i) UCO Bank will acknowledge receipt of the Bank Draft/Pay Order by signing and stamping and returning a counter foil (Applicant's copy) of such Pay-In-Slip.

ii) The counterfoil of the Pay-in-Slip will acknowledge the receipt of Application Money and the Application Form only.

iii) UCO Bank will not acknowledge the fulfillment of Application criteria.

iv) There will be no other Acknowledgement.

F. Outstation Applicants may send filled in Applications by Post or otherwise to the **Bengal DCL City Office only** within the stipulated date. Bengal DCL will not be liable for non-receipt or delay in receipt of such forms sent by post. Bengal DCL will send the Applicant's Copy of the Pay-In-Slip by Registered post.

#### **4. Allotment Procedure**

i) An Apartment will be allotted based on a draw of lots (for valid Applications only) to be held for this purpose within 60 days from the last date of receipt of Applications. The detailed procedure of the said draw of lots will be intimated in due course.

ii) Preference for any particular Apartment / Floor / Block (or Tower) will not be entertained.

iii) A waiting list of a limited number of Applicants will be created through the same process of draw of lots from the remaining unsuccessful applicants for both categories of Apartments. An Apartment may be offered to them in the event of withdrawal/cancellation.

#### **5. Scrutiny, Rejection and Refunds**

A. Applications 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, the installments paid till that date will be refunded without any interest after deduction of the entire Application Money deposited, as the Administrative Cost.

B. Application Money received from the Applicants who are unsuccessful in the draw of lots will be refunded by Registered Post to the address for correspondence as given in the APPLICATION FORM. No interest shall be paid on Application Money thus refunded.

#### **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 exclusive of all taxes as applicable.

##### **B. Payment Schedule**

###### **i Downpayment Schedule**

This schedule requires 100% payment of the price along with service tax as applicable within **60 (sixty)** 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

A limited number of open and stack parking spaces are available only to applicants of Dwitiya apartments. The interested applicants are required to indicate their requirement of parking space in the Application Form. In case the applications are more than the available number of parking spaces, allotment will be made through draw of lots. 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.

There is no parking provision for Prathama apartments.

The price and payment schedule of a parking space for Dwitiya applicants is given below:

Type of parking	Price of each parking space	Installment Payment Plan	
		(on allotment of parking space)	(on possession)
Open	Rs. 3,75,000	Rs. 2,90,000	Rs. 85,000
Stack Tier I*	Rs. 3,75,000	Rs. 2,90,000	Rs. 85,000
Stack Tier II**	Rs. 2,50,000	Rs. 1,90,000	Rs. 60,000

\* In ground level

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

## 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 **60 (sixty)** 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 letter. In case payment is delayed, the allottee(s) shall have to pay interest on the amount due @ **18% per annum**.

## 9. Cancellation/Withdrawal

For any delay in payment of installments and/or other dues outstanding 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.

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 by **36 (Thirty six) months** from the date of allotment subject to receiving all the necessary statutory clearances and the 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. 10000** (Rupees Ten 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. 42 per sqft** of the covered area of their respective apartments towards maintenance cost of the common areas and facilities serving Sampoorna – Prathama – Dwitiya 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.

After the completion of the 1<sup>st</sup> 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. 40 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 and 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 charges of Rs. 5000 and Rs. 14000 for Prathama and Dwitiya apartments respectively.

## **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 a transfer fee of 10% of the total price of the apartment and parking space of individual apartment by Prathama allottees and @ 8% of the total price of the apartment and parking space of individual apartment by Dwitiya allottees.

## **15. 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 apartment(s) 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 or as may be directed by any competent authority. The Covered Area of the apartment(s) 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.

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 situations.

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 Prathama - Dwitiya Cluster of Sampoorana will be provided by Bengal DCL. 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. The infrastructure for receiving electric power and distributing it to each apartment and other parts of this cluster will also be developed by Bengal DCL.

However, the concerned authority is to supply potable water to Prathama - Dwitiya 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. 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 and television 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 Allotment Letter after allotment of apartments.**

**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 :**