

GENERAL TERMS & CONDITIONS



1. INTRODUCTION

Bengal Shelter Housing Development Limited (hereinafter referred to as “Bengal Shelter”)in a Joint Sector Company of West Bengal Housing Board , having its Registered and Head Office at B.A.- 2, Salt Lake City, Sector- I, Kolkata – 700 064, Bengal Shelter offer 1BHK& 2BHK, apartments for different income Groups at its Projects Neel Diganta Situated at Neelgunge Road Barasat,24 PGS (N).

CI-1 WHO CAN APPLY

A person of the age of majority being an Indian citizen resident of India is eligible to apply for UMIG or LMIG apartment. However, the gross monthly income (including that of the joint allottee if any) should be as follows.

For MIG Apartments Rs.10001/- to Rs.22,500/- per month

To be eligible, the applicant(s) must enclose the following documentary evidence of his / her/their Income:

For those employed: Copy of Pay Slip/Salary Certificate/Form 16 under the Income Tax Act, duly attested by the employer/Copy of acknowledgement of Income Tax Return for the Financial Year ended 2007-08 or 2008-09. If Income Tax Return shows a higher gross income, then the gross income as per Income Tax Return will be considered.

For self-employed who are Income Tax payers: Copy of acknowledgement of Income Tax Return for the Financial Year ended 2008-09. The gross total income as per the return before any allowable deduction shall be considered as annual income.

For self-employed, non-income tax payers: Certificate of income from the local body, i.e. Municipal Corporation / Municipality / Panchayat, in original will be taken into consideration.

For pension holders: A copy of Pension Pass Book or Bank Pension Statement showing evidence of receipt of pension for the last month is to be produced

In determining the Gross Monthly Income of the applicant(s), the decision of Bengal Shelter shall be final and binding.

Joint application by only one person is permitted if the applicants are members of the same family, which includes spouse, dependent parents and dependents children. Income of the joint applicant will also be considered in determining the Gross monthly Income.

CI-2. APPLICATION PROCEDURE

A person intending to Purchase an apartment will have to apply in the prescribed application form contained in the Application Kit. It is important that care is taken by the applicant to go through and understand the terms and conditions herein, before filling in the Application Form.

The completed Application Form duly filled in and signed by the applicants (s) along with the bank draft / pay order drawn in favour of “Bengal Shelter Housing Development Ltd.”, payable at Kolkata for the amount of application money as shown in the Price & Payment Schedule given hereinafter, the pay-in-slip contained in the Application Kit and documentary evidence of gross monthly income should be submitted at any of the venues listed below on and from 14.12.2009 till 14.01.2010, which will be the last date for receipt of Application Form.

Registered Office-BA-2 Sector-1 Salt lake kolkata-700064

State bank of India-a)**MCC Branch**-1/16 VIP Road,CIT Scheme-VII Kolkat-54

b)**Barrackpore**-66 Barrackpore Road 24 PGS(N) Pin-743101

c)**Barasat** _12/28 K.N.C Road ,24 PGS(N) Pin-743201

d)**Madhaygram**-Sodepur Road ,Madyamgram,24 PGs(N) Pin-743275

e)**AE Market ,Saltlake**-Ae market saltlake city kolkat-700064

f)**Bon Hoogly Indst Estate**-89/3 raimohan banerjee Road Kolkata-35

g)**Habra**-P.O-Habra,Dist-24 PGS(N) Pin-743263

h)Corporation Bank-45,jhowtala Road,Kolkata-700019

Bank/Bengal Shelter will acknowledge receipt of the bank draft / pay order and return the applicant's copy of the Pay-in-Slip. There will be no other acknowledgement for receipt of the application form or the application money paid.

CI-3. ALLOTMENT SCHEME / PROCEDURE

“General” Allotment Scheme

The apartments under this scheme will be allotted on the basis of draw of lots to be held for the purpose within 60 (Sixty) days from the last date of receipt of applications. The detailed procedure and the date & venue of the said draw of lots will be intimated in due course. No preference for any apartment will be entertained. Applicants are expected to be present at the time of draw of lots.

Successful applicants will have to accept the apartment allotted to them by draw of lots. In case the allottee, present at the time of draw of lots, does not like the apartment allotted to him / her, he / she may request for cancellation of the allotment on the spot at the venue of the draw of lots. His application money paid in such case will be refunded without any interest.

Bengal Shelter reserves the right to allot the apartments of any category remaining unallotted, at such terms as it deems fit.

If an applicant becomes successful in getting allotment of more than one apartment, he/she will be allowed to retain only one at his/her choice

CI-4. PAYMENT

By Pay Order/Demand Draft in favour of "BENGAL SHELTER HOUSING DEVELOPMENT LIMITED", payable at Kolkata.

CI-5 SCRUTINY AND REJECTION

Bengal Shelter has the sole discretion to reject the applications remaining incomplete or deficient in any respect or not as per the income eligibility criteria and / or not accompanied by the required remittance and / or relevant documentary evidence . Applications containing information known to the applicant as false are liable to be summarily rejected and allotment shall stand cancelled whenever such defects are detected at any point of time even after the allotment has been made. Upon such cancellation, all the amounts paid will be refunded without any interest but after deduction of applicable penalcharges .

A. Application money received from the applicants who are unsuccessful in the draw of lots will be refunded by Cheque within 21 days from the date of the draw of lots, by registered post to the "Correspondence Address" given in the Application Form.

CI-6. WITHDRAWAL OF APPLICATION/CANCELLATION OF BOOKING

- **Before Allotment**

Penal charge @ 5% (five percent) will be deducted from the application money.

- **After Allotment**

Penal charge @ 10% (ten percent) will be deducted from the amount deposited/paid up to the date of withdrawal.

In addition to Penal / cancellation charges as above, statutory deductions if any, on such cancellation will also be borne by the allottee.

In case of withdrawal, refund will be made within 21 days from the date of withdrawal of the allotment. It is clarified that no claims for any damages shall be tenable in the event of cancellation of the allotment on any ground whatsoever.

CI-7. PRICE (As per Schedule – Annexure ‘A’)

CI-8. CAR PARKING

A limited number of Parking spaces are proposed to be provided within the Complex. Applicants are required to indicate their requirement for car parking space (either open car parking or covered car parking) in the application form.

All applicants are at liberty to apply for car parking space.

The consideration for granting the right to use the parking spaces are stated below.
(As per Schedule – Annexure “ A”)

While every endeavour will be made to provide each applicant with at least one car parking space, the applicant, however will be required to accept the decision of Bengal Shelter as final and binding. Earmarking of specific car parking spaces will be done in due course. After the above allocation if some un allotted car parking spaces remain available, the same will be offered to Allottee(s) desiring additional car parking space.

CI-9. DELAY IN PAYMENT OF INSTALLMENTS AND/OR OTHER DUES

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. In case allotment money is not paid within the due date the provisional allotment would stand cancelled automatically without reference to the Allottee(s) and the application money would be refunded after deduction of the service charges. @10% of the Allotment money.

Payment of installments and all other dues shall have to be made within due dates as would be mentioned in the letter(s) of Bengal Shelter to be issued from time to time requesting for such payments. Payment within time would be the essence of the terms of the allotment. Part payment will not be accepted. After due dates, in case payment is delayed the Allottee(s) shall have to pay interest on the amount due @18% (eighteen percent) per annum for up to 2 (two) months of delay from the respective due dates. Delay in payment beyond 2 (two) months from the respective due dates shall not be condoned. In case of such delay the allotment may stand cancelled without any reference to the Allottee(s) and Bengal Shelter shall deduct penal charge @ 10% of the amount paid up to the date of cancellation. In case of such cancellation, the Allottee(s) shall have no right and/or lien on the apartment. Total deposit or installments paid by the Allottee(s) will be refunded after deduction of the said penal charge.

If any of the payments made by the Allottee(s) is dishonored for any reason, Bengal Shelter shall be entitled at its sole discretion either to cancel the allotment and refund all payments made by the Allottee(s) after deducting penal , charges as mentioned above or Bengal Shelter shall be entitled to charge a penalty of Rs. 500/- to be paid forthwith on demand.

All payments received will be first applied towards applicable interest and other sums, if any due, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

CI-10. RESERVED QUOTA IN APARTMENTS/SHOPS/TOWN HOUSES

* 5% of the total dwelling units are reserved, which will be allotted at the sole discretion of **Chairman, West Bengal Housing Board**

CI-11. POSSESSION

The Company shall endeavor to give possession of the Apartment to the Allottee(s) within 48 (forty eight) months from the date of the first Allotment subject however, to

payment by the Allottee(s) of all dues in respect of the allotted apartment including stamp duty and registration charges as applicable under the law.

Bengal Shelter shall give notice (“notice of possession”) to the Allottee(s) regarding the date on and from which Bengal Shelter will start effecting possession of the Apartments. The Allottee(s) shall be required to take possession in person or through agent or attorney within 15 (Fifteen) days from the issuance of “notice of possession”. In the event the Allottee(s) fails or neglects to accept and take over possession of the Apartment within the time as notified in the “notice of possession”, delivery of the Apartment shall be deemed to have been taken by the Allottee(s) on the date indicated in the “notice of possession”. Such date shall be deemed to be the date of possession (“Deemed Date of Possession”) irrespective of the date when the Allottee(s) takes physical possession of the Apartment.

In cases where delivery of physical possession of the apartment is withheld by Bengal Shelter on grounds stated elsewhere under these General Terms and Conditions, the physical possession of the Apartment shall be deemed to have been taken by the Allottee(s) on the deemed date of possession as indicated in the “notice of possession”.

After taking physical possession or from the deemed date of possession of the Apartment, whichever is earlier, the Allottee(s) shall not be entitled to put forward any claim against Bengal Shelter in respect of any item of work in the said Apartment which may said have been not carried out or completed.

If Bengal Shelter fails to deliver possession of the apartments to the Allottee(s) within the stipulated time (subject to force majeure as stated herein below) and if on this account the allottee wishes to withdraw his/her application, in that event the amount deposited by him/her will be refunded with simple interest at the rate applicable to the savings Bank account in a Nationalized Bank, without any other claim for damages or compensation whatsoever.

In case the Allottee(s) fails or neglects to take possession of their apartment (s) as and when called or where physical delivery has been withheld by Bengal Shelter on grounds stated elsewhere in these General Terms and Conditions, the Allottee(s) shall be liable to pay for proportionate share of common areas maintenance expenses and applicable municipal rates and taxes of Complex/Apartment from the Deemed date of Possession.

CI-12. FORCE MAJEURE

The time as stipulated for delivery of possession of apartment as stated above is subject to force majeure which inter alia includes delay on account of non-availability of materials, water supply, electricity or slow down, strike or due to a dispute with the construction agencies employed by the company, civil commotion or by reason of war, enemy action or any natural calamities, rules or notification of the government/public/company, permission from Civil Aviation, Municipality, Zila Parishad, whichever is applicable, BENGAL SHELTER shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the apartment.

TRANSFER OR ALIENATION OF APARTMENTS

The Allottee(s) shall/will not be entitled to get the name of his/her their nominee (s) substituted in his/her /their place without prior approval of Bengal Shelter , and the company at its sole discretion, may permit the same upon payment of a transfer fee @ **3%** (Three Percent) of the Total Cost of the Apartment including Car Parking Space. However ,no transfer fees shall be payable in case of transfer to the spouse,dependent childrenand dependent parents of the Allottee(s).

The Allottee (s) opting for payment under Installment Payment Plan shall not be normally eligible to alienate and/or transfer their interests in the allotted apartment in full or in part until full payment of all installments and interests thereon, if any, is made to **Bengal Shelter** except in deserving cases, solely at the discretion of **Bengal Shelter**. However, transfer/alienation would be permitted in case full payment is made by the Allottee(s).

Transfer fee amounting to 3% of the total price of the Apartment and consideration for grant of right to use the Parking Space are to be paid to Bengal Shelter. However, Transfer of apartment after Bengal Shelter has executed the Deed of Transfer of the apartment in favour of the Allottee(s) shall not be governed by this clause.

CI-13 REGISTRATION AND CONVEYANCE

It will be Bengal Shelter's endeavor to execute and register the Deed of Transfer of the apartments within the Complex before handing over possession of the apartments . The

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

In case, Bengal Shelter is ready and willing to execute and register the Deed of Transfer before handing over possession of the apartment and the Allottee(s) fails or neglects to get the Deed of Transfer registered within the date notified, physical possession of the apartment to the Allottee(s) may be withheld by Bengal Shelter and a penalty of Rs. 1000 per month will be recovered by Bengal Shelter from the Allottee(s) till the month in which the registration of the Deed of Transfer is completed. Bengal Shelter shall have the right to cancel the allotment in case the Allottee(s) fails to have the transfer deed registered within one year from the date notified to the Allottee(s). Upon such cancellation, the amounts received from the Allottee(s) will be refunded without any interest but after deduction of applicable penal charges as stated elsewhere.

The Allottee(s) will be required to pay, on demand, to Bengal Shelter or to the Concerned Authorities, as may be so decided by Bengal Shelter the applicable stamp duty & registration charges for registration of the Deed of Transfer of their respective apartments.

Each Allottee(s) will also be required to pay to Bengal Shelter documentation charges @1% of total sale price of the apartment and car parking space. Be it noted that in case of bank loan disbursed in favour of the Allottee(s), Bengal Shelter will hand over the I.G.R. to the respective banker on registration, and the Allottee(s) shall not raise any objection in this regard.

CI-14ASSOCIATION

Formation of Association for maintenance of common areas and services:

1. Allottees of each cluster must form an association for maintenance of common areas ,services and facilities as detailed in Cl. 17.

2. The association may be in the form of “Apartment Owners’ Association”, Co-Optv. Society, registered Society, Institutional Body or any other association as permitted in Law.
3. The membership of the Association is strictly compulsory for each allottee.
4. All allottees are required to complete the formalities of becoming members of such association/body and to comply with rules, regulations and by-laws for their membership of the said body as instructed by Bengal Shelter
5. Bengal Shelter will notify the detailed scheme of formation of body at an appropriate time so as to enable the allottees to comply with the requirement of Law.
6. If the situation so arises, the body may be formed, in accordance with the applicable act, rules, well before the intended date of possession and the body should be bound to take over the maintenance of common services, areas and facilities,as soon as the project is completetd.

The maintenance charge received (for 18 months) will be proportionately refunded,in such situation
7. The body/Association will carry out all necessary routine maintenance of services as mentioned in Cl. 17 as well as the exterior walls of the buildings.
8. The body/Associations may however, extend their zone of activities, as they may decide, within the framework of rules.
9. The electric meters of common services are to be transferred in the name of the body and all charges for electric, water (if any)of the common services are to be paid by the body.

CI-15. THE CLUB – THE RECREATION FACILITY

- BENGAL SHELTER proposes to set up an Residents Club within the Complex as outlined in the Brochure. The intended facilities of the Club as outlined in the Brochure are tentative and may vary at the sole discretion of BENGAL SHELTER. Each Allottee shall be required to pay for availing the service
- All other Rules and Regulations of the Club will be handed over to the Allottee(s) before the club is made operational

CI-16. EXTRA CHARGES

16. Extra Charges (proportionate) for :
- a. effecting power supply to the complex including installation of sub-stations, laying cables etc.
 - b. maintenance of common services as mentioned in CI-17, herein under,
 - c. installation of generators,
 - d. Expenses towards formation of association.

are required to be paid by the allottee compulsorily on demand (excluding security deposit)

CI-17 .Maintenance of Common areas and services

Bengal Shelter will normally maintain the common areas and services as mentioned below ,for a period of 18 months (eighteen months) from the deemed date of possession.

1.Roads ,pavements and pathways

2. Water supply system
3. Drainage system
4. Sewerage system
5. Fire protection system
6. Pumps, generator
7. Compound Lighting & Electrical System
8. Pump houses and service building, underground reservoirs
9. Gardens and greenery, Garages, parking lots
10. service lines(soil pipes, water pipes, electrical lines, fire-pipe lines fixed /fitted on the external walls of buildings)
11. Stair lights, lifts, roof top tanks and connected pipelines , firelines(inside the buildings)
12. Roofs, chalakotas
13. Main gate, roof top door, chilekota door
14. Lift machine rooms

Allottees must allow the maintenance staff to enter the apartment for maintenance of stair , roof, lift etc.

Internal maintenance of each dwelling unit will be the responsibility of individual allottee. Bengal Shelter will not bear any electrical charges property tax etc of any individual allottee after the deemed date of possession.

After the expiry of 18 months , Bengal Shelter will handover the maintenance of common areas to the body formed by the allottees as described in Cl – 14 .

Cl-18. Interim Maintenance & Maintenance Corpus deposit

A. Interim Maintenance

Bengal Shelter shall by itself or through its nominated agency maintain the common areas and facilities for a period of normally 18(Eighteen) Months starting from the “Deemed Date of Possession. Upon expiry of aforesaid period, management and maintenance of common areas shall be handed over by Bengal Shelter to the body formed by the members, as aforesaid which shall thereafter be responsible for maintenance of

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 Shelter to an interim body to be formed amongst the resident Allottee(s) of apartments or to a group of Allottee(s) who would takeover the possession and control of the common area, facilities and the Club on behalf of themselves and also on behalf of all other Allottee(s) of the other apartments within the Complex. Bengal Shelter ,during the pendency of maintenance(18 months),will not be liable for rectifications/maintenance of any portion /item/services/system which has/have been used /utilized unscrupulously .

B. Maintenance Corpus Deposit

Deposit paid by Bengal Shelter to Competent Authority for providing electricity to common area and installation shall be borne and payable by the Allottee(s) in proportion of the saleable area of their respective apartments. Bengal Shelter shall be entitled to recover such deposits from the Allottee(s). The exact amount recoverable from the Allottee will be intimated to the Allottee(s) before handing over possession of the Apartments.

CI-19. GENERAL

- I. 1.It is understood that the applicant has applied for allotment of a residential apartment with full knowledge and subject to all the laws/notifications and rules applicable to the Project Area, which have been fully understood by the Applicant(s). It is further understood that the applicant has fully satisfied himself/herself/themselves about the interest and the title of Bengal Shelter in the said land on which the apartments will be/are being constructed.
- II. The expression of 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 by Bengal Shelter in favour of the Allottee(s) for their respective apartments.

- III. The Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement ,electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as Bengal Shelter may require in the interest of the complex and Apartment Owners .In case of Joint Allottees, any document signed/accepted/acknowledged by any one of the Allottees shall be binding upon other Allottee.

- IV. If for any reason, whatsoever, Bengal Shelter is not in a position to offer the apartment allotted, Bengal Shelter shall offer the Allottee(s) an alternative apartment or refund the amount in full. together with simple interest at the then prevailing rate applicable to savings bank account. without any further liability to pay any damages or compensation.

- V. Bengal Shelter reserves the right to create charge on this Complex for obtaining development and other finance. However, on or before the execution of the Deed of Transfer, the apartment will be freed from all encumbrances.

- VI. Bengal Shelter will have the right to decide which block/building to construct first. All the buildings may not be constructed simultaneously. The layout, Landscaping, Pathway, Connectors, and building plans, specifications of the building(s)/complex and the apartment as shown in the brochures are tentative and agrees / agree that Bengal shelter may effect such variations, additions, alterations, deletions and / or modifications therein as it may, in its sole discretion, deem appropriate and fit, or as may be directed by Municipalities or any competent authority including NAAI. Such alteration may include change in location, increase or decrease in the area of the Apartment, Number of Apartment(s), floors, buildings or Towers. No complaint regarding design, layout and accommodation shall be entertained by Bengal Shelter.

- VII. Due to any operation of law or any statutory order or otherwise as may be decided by Bengal Shelter, if a portion of the entire scheme is discontinued or truncated, then the Allottee(s) affected by such discontinuation or truncation will have no right of

compensation from Bengal Shelter. Bengal Shelter will, however, refund all the money received from the Allottee(s) together with simple interest at the then prevailing rate applicable to savings bank account.

VIII. In case during the course of construction and/or after the completion of the Complex, further construction on any portion of vacant land or building or terrace becomes possible, Bengal Shelter shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Allottee(s) in the Land and/or in the Common Area or Areas and facilities shall stand varied accordingly. All the Allottee(s) shall be deemed to have given their consent to such construction by Bengal Shelter.

IX. Bengal Shelter will not entertain any request for modification in the internal layouts, fittings/floorings etc of the apartment and also in exterior facades of the building.

X. In the event of paucity or non-availability of any material/article Bengal Shelter may use alternative materials/article of similar quality. Decision of Bengal Shelter on such changes shall be final.

XI. Complaints, if any, regarding fittings and fixtures etc provided in the apartments will be required to be brought to the notice of Bengal Shelter within 15 days after taking over possession of the apartment. In case Allottee(s) fails to take physical possession within one year from the deemed date of possession, complaints of any nature will not be entertained relating to fittings, fixtures etc. and in such event, the Allottee(s) will have to take possession of the apartments on "as is where is" basis.

XII. Water supply will be made available from deep tube wells or any other available source as may permitted by the concerned authorities. However, after handing over the common area and facilities of the project, the maintenance body formed by Owners may make alternative arrangement for supply of potable water from the concerned

municipal/competent authority and create necessary permissible infrastructure for the same at their own cost.

- XIII. Certain infrastructure like Complex level drainage, sewerage, approach road inside the Complex including street lighting, fire fighting equipments and its water supply network etc. may be common with other cluster of dwelling apartments and compound within NEEL DIGANTA, the maintenance and management of which will lie in the hands of an APEX body of such dwelling apartments/association/registered institutional body formed or any other alternative arrangement which Bengal Shelter finds most suitable for proper maintenance of such common facilities of NEEL DIGANTA. The maintenance body formed by the Apartment Owners will be required to be a member of such apex body and will also be required to contribute proportionately towards contingency fund and towards maintenance expenses of all such areas & facilities.
- XIV. The Allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by BENGAL SHELTER within 15 days of being required in writing to do so by BENGAL SHELTER. Under the existing laws the stamp duty at the applicable rate is leviable on such agreement for sale. Such stamp duty shall be payable wholly and exclusively by the allottee(s).
- XV. After delivery of physical possession or the deemed date of possession, whichever is earlier, of the apartment as stated hereinabove, the Allottee(s) shall be liable to pay to Bengal Shelter /any other appropriate authorities on demand all rates, taxes, levies, deposits including security deposit or assessments pertaining to the apartment wholly and for the common areas proportionately.
- XVI. Application in the prescribed form as contained in the brochure is subject to the information and the terms and conditions stated herein and also in other parts of the brochure including all the documents/inserts, which are contained in the brochure.

- XVII. The applicants must quote the application number as printed in the acknowledged pay-in-slip and/or on allotment, their apartment number as indicated in the allotment letter, in all future correspondence.
- XVIII. In case of Joint Allottees, all communication shall be sent by the company to the First Applicant only.
- XIX. The allottee of an apartment agrees to sign and execute all documents and agreement in the standard form as may be provided by Bengal Shelter
- XX. Dispute (s) if any, shall be subject to the jurisdiction of the Courts of Law at Kolkata .
- XXI. The applicant(s) having any doubt/ambiguity about meaning/interpretation of any clause/sub-clause terms/condition or part there of, mentioned hereinabove may ask for clarification from Bengal Shelter before filling in the application form .
- XXII. Bengal Shelter however, may at its sole discretion, relax add or modify any of the condition(s). It also deserves the right to reject any application without assigning any reason whatsoever

Bengal Shelter Housing Development Limited

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