

GENERAL TERMS AND CONDITIONS



EFFICIENCY & COMFORT

INTRODUCTION:

S.E. Builders & Realtors Limited, a subsidiary of Bengal Ambuja Housing Development Limited, (an “**Ambuja Neotia**” group Company) (the “**COMPANY**”) offers Lower Income Group (LIG) & Middle Income Group (MIG) apartments in the Efficiency ~ Comfort Complex (the “**COMPLEX**”) at “**Utalika~ The Condoville**” to be constructed at Premises No. 405, Barakhola, Mukundapur, Kolkata- 700099 (the “**PROJECT**”).

01. OFFER

The Complex consists of a Twenty Six (G+25) storied building comprising of the following category of apartments, which are being offered for allotment.

Efficiency (LIG) – 422 one bedroom apartments;
Comfort I (MIG Lower)- 102 two bedroom apartments;
Comfort II (MIG Upper)- 21 two bedroom apartments;

02. WHO CAN APPLY

A. Any Indian Citizen, who is not otherwise ineligible by operation of any law of the land, may apply for an Apartment, subject however to, the monthly family income of the Applicant (including that of the Joint Applicant, if any) should be as follows:

- i) For Efficiency – Upto Rs 30,000/- per month
- ii) For Comfort I- Rs 30,001/- to Rs 50,000/- per month
- iii) For Comfort II- Rs 50,001/- to Rs 80,000/- per month

For the purpose of this GTC the word ‘Family’ shall mean and include spouse, dependent parents and dependent children. In determining the “Monthly Family Income” the decision of the Company shall be final and binding.

B. If an Applicant or any member of his/ her family holds, as on date, an Apartment in any of the Efficiency – Comfort Complexes developed by the holding company, i.e. Bengal Ambuja Housing Development Limited shall not be eligible to apply.

03. DOCUMENTARY EVIDENCE OF FAMILY INCOME

A. For employed:

- i) Copy of Pay Slip for the month prior to the month of application / Annual Salary Certificate / Form 16 under the Income Tax Act, duly attested and stamped by the employer alongwith Original Certificate of Gross Total Income for the Financial Year 2014-2015 issued by an Individual/ Firm of Chartered Accountant(s) on their letter head duly stamped and signed, bearing Membership Number and Firm Registration number, OR
- ii) Copy of acknowledgement of Income Tax Return for the Financial Year 2014 –15.

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



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

- i) Copy of acknowledgement of Income Tax Return for the Financial Year 2014 – 15.

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

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

- i) Original Certificate of Gross Total Income for the Financial Year 2014-2015 issued by an Individual/ Firm of Chartered Accountant(s) on their letter head duly stamped and signed, bearing Membership Number and Firm Registration number, OR
- ii) Original Certificate of Income for the Financial Year 2014-2015 issued by the concerned authority of the local body, i.e. Municipality/ Municipal Corporation/ Panchayat.

D. For pension holders:

- i) Copy of Pension Pass Book or Bank Pension Statement or Pension Certificate in Original duly signed and stamped by the authorized officer of the bank or employer showing evidence of receipt of pension for the month prior to the month of application.

04. APPLICATION PROCEDURE

A. A person intending to buy an Apartment will have to apply in the prescribed Application Form in original only.

B. It is important that abundant care is taken by the Applicant to go through all the terms and conditions of this GTC and understand the income eligibility criteria as referred to in Clause 2A, before filling in the Application Form.

C. Use of eraser, white ink and overwriting for correction is strictly prohibited.

D. Applicants who would buy Application Form online and intend to make payment electronically:

- i) Applicant has to compulsorily submit duly filled in Application Form with Declaration online in the prescribed format.
- ii) Based on mode of transaction, necessary convenience charges, if any, might be levied upon Applicants.
- iii) Payment of Application Money may be made through Net Banking/ Debit Card/ Credit Card and other mode(s) as may be available in the website.
- iv) An "e-acknowledgement" will be generated for record of the Applicant(s).
- v) In the event of any problem involving online payment of the Application Money, the decision of the intermediary, whose portal is being used for would be final regarding authenticity of such transaction.
- vi) In situation where online payment is accepted but subsequent uploading of filled in Application Form or generation of payment acknowledgment could not happen, then reference would be made to the transaction ID and the Application Number, subject to submission of necessary details by the Applicant in support of his/her claim alongwith a confirmation from the intermediary.
- vii) Convenience charges (if any) payable on account of online payment of Application Money shall be non-refundable.



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E. Applicants who would buy the Application Form online but intend to make payment through Demand Draft/ Pay Order and submit the Application Form physically at the specified locations (Refer Clause 4H):

- i) Applicants are required to compulsorily take print out and sign their duly filled in Application Form with the Declaration in the prescribed format alongwith Demand Draft/ Pay Order with duly filled in Pay-in-Slip.
- ii) The receiving officer (s) will acknowledge receipt of the Demand Draft/ Pay Order and return the Applicant's copy of the Pay-in-Slip.

F. Applicants who would buy Application Form offline and intend to submit it at the specified locations:

- i) Applicant has to submit duly filled in and signed Application Form with the Declaration in the prescribed format alongwith Demand Draft/ Pay Order with duly filled in Pay-in-Slip.
- ii) The receiving officer (s) will acknowledge receipt of the Demand 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.

Demand Draft/Pay Order shall have to be drawn in favour of "S.E. Builders & Realtors Limited.," payable at Kolkata for the amount of Application Money as shown in the Price & Payment Schedule given in **Annexure- "A"** to this GTC.

Each Application Form and the Pay-in-Slip will have the same serial number which has to be quoted in all future correspondences.

G. Only one person is permitted to apply as a Joint Applicant along with the First Applicant, provided the Joint Applicant is member of the same family, which includes spouse, dependent parents and dependent children.

H. The duly filled in Application Form should be submitted at any of the specified locations listed below between 02.01.2016 to 31.01.2016 (both days inclusive (excluding holidays)) from 11 AM to 4 PM.

Sl.No.	Address
1	Vishwakarma Building, 86C, Topsia Road (South), Kolkata-700046
2	Mall Office at City Centre, Saltlake - B103, DC Block, Salt Lake, Kolkata-700064
3	Mall Office at City Centre, New Town, AAI, Kolkata- 700156
4	Mall office at City Centre, Siliguri, Matigara, Siliguri
5	Mall Office at City Centre, Haldia, Mouza Debhog, Dist. East Medinipur, Haldia- 721657
6	Ecospace Business Park, Block 4B, Ground Floor, Action Area IIF/11, New Town, Kolkata- 700160

Sl.No.	State Bank of India - Branch Address
1	Kalikapur Branch, 78, Purbachal Kalitala Road, Kolkata
2	PBB Saltlake, HA 291, Sector III, Purbachal, Saltlake City, Kolkata- 700097
3	PBB New Town, AA II, Santosh Chambers, Rajarhat Main Arterial Road, Ground Floor, Kolkata -700157
4	Saltlake Electronics Complex, VI- 8/1, E.P. Block, Saltlake, Sector V, Kolkata- 700091
5	Jeevan Deep Building, 1, Middleton St., Kolkata- 700071
6	Ballygunge Branch, 50A, Gariahat Road, Kolkata- 700019
7	Behala, 1168/1, Diamond Harbour Road, Kolkata- 700034
8	Baguihati, VIP Road, PO Ashwininagar, Kolkata- 700059
9	Jadavpur University, Raja Subodh Mullick Road, Kolkata- 700032
10	Chittaranjan Avenue Branch, 150, C.R.Avenue, Kolkata- 700073

Sl.No.	Axis Bank Limited - Branch Address
1	New Garia, 25, Srinagar Main Road, New Garia, Dist South 24 Parganas, Kolkata- 700094
2	Kolkata Main Branch, Shakespeare Sarani, Ground & First Floors, 7, Shakespeare Sarani, Kolkata-700071

Sl.No.	Ratnakar Bank Limited - Branch Address
1	Thapar House, 1st Floor, 25, Brabourne Road, Kolkata – 700001
2	Horizon Building, Ground Floor, 57, Jawaharlal Nehru Road, Kolkata – 700071

Sl.No.	ICICI - Branch Address
1	Dumdum, Nager bazar

05. ALLOTMENT SCHEME/PROCEDURE

- A. A Draw of Lots will be held within 30 (thirty) days from the last date of receipt of Applications. The Applicants will be invited to be present on the date of Draw of Lots.
- B. No preference for any Apartment will be entertained.
- C. If any Applicant submits more than one Application and becomes successful in the Draw of Lots for more than one Apartment, he/ she will be allowed to retain the first one.
- D. The Applicants successful in the Draw of Lots (including Waitlisted Applicants) must submit the documentary evidence of his/her Family Income (Refer Clause 3), which should reach at Company's Marketing Office, within 15 days from the date of Draw of Lots, failing which, the Applications will be summarily rejected.
- E. Provisional Allotment of Apartments will be made within 21 days from the last date of receipt of documents and Documentary Evidences (Refer Clause 7).

06. WAITLISTED APPLICANTS

- A. In the event of over subscription, out of the Applicants remaining unsuccessful in the Draw of Lots, a waiting list of the Applicants will be prepared through the same process of Draw of Lots.
- B. The number of Applicants on waiting list shall be 5% of the total number of Apartments offered under respective category rounded off to the next whole number.
- C. Apartment will be offered to Waitlisted Applicants, in seriatim, in the event of rejection of/ withdrawal by successful Applicants.
- D. The waiting list so prepared will remain valid for 90 (ninety) days from the date of the Draw of Lots.
- E. Application Money of the unsuccessful Applicants of the waitlist quota shall be returned, on demand, with interest @ 6% per annum from the date of Draw of Lots till the date of receipt of such demand.

Remaining unsuccessful waitlist applicants will be refunded their Application Money with interest @ 6% per annum, from the date of Draw of Lots till the expiry of 90th day of Draw of Lots. Such refunds will be made within 15 (fifteen) days after the expiry of the 90th day from the date of Draw of Lots.

- F. After the waitlist period of 90 (ninety) days, the Company reserves the right to allot the Apartments of any category remaining un-allotted, if any, at such terms as it deems fit.

07. DOCUMENT CHECKLIST

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

- A. During Application (Refer Clause 4)
 - i) Filled in and signed Application Form with the Declaration.
 - ii) Demand Draft/ Pay Order alongwith duly filled Pay-in-Slip or Electronic payment, as may be applicable
- B. After Draw of Lots (for Successful and Waitlisted Applicants)
 - i) Documentary evidence in support of Income (Refer Clause 3)
 - ii) Affidavit (in the prescribed format attached as Annexure-“B” hereto). Applicants are required to get it notarized before a Notary Public or a 1st Class Magistrate before submission. No deviation to our prescribed format of Affidavit is allowed.
 - iii) Self attested photocopy of PAN card.
 - iv) Self attested photocopy of the Proof of Permanent Address
 - v) Documents submitted must carry Applicants Name, Contact Number and Application Number.
 - vi) Duly signed copy of the Application Form by the Applicants who have applied online.

08. SCRUTINY, REJECTION AND REFUNDS

- A. Any incomplete, incorrect and illegible, application shall be rejected summarily.
- B. The Draw of Lots shall be held only on the basis of Declaration of the Applicants given in their Application Form, to determine the successful Applicants.
- C. Multiple Application of same Serial Number will not be considered for the Draw of Lots and would be summarily rejected.
- D. Based on the scrutiny of all documents submitted by the successful Applicants, rejection may take place if the documents submitted are not in conformity with the income eligibility criteria and/ or inconsistent with the Application and/ or incomplete / deficient and/ or not in compliance with this GTC.
- E. Applications containing false information are liable to be summarily rejected and Allotment shall stand cancelled if such defects are detected at any point of time even after the Allotment has been made. Upon such cancellation, all the amounts paid will be refunded without any interest but after deduction of applicable service charges as mentioned in Clause 9B.
- F. Application Money received from the Applicants, who are unsuccessful in the Draw of Lots will be refunded together with an interest @ 6% per annum calculated from the date following the last date of receipt of applications upto the date of Draw of Lots (both days inclusive). As may be decided by the Company, such refunds will be sent within 30 days from the date of the Draw of Lots, either by registered post to the "Correspondence Address" given by the Applicant in the Application Form or directly into the bank account number mentioned by the Applicant in their Application Form.

09. WITHDRAWAL OF APPLICATION / CANCELLATION OF ALLOTMENT

A. Before Allotment

Applicants may withdraw their application within 15 (fifteen) days from the last date of submission of Application Forms and may get full refund of the Application Money without any interest and without deduction of any service charge.

B. After Allotment

In case of cancellation of Allotment before registration of transfer documents, all amounts paid by the Allottee will be refunded without any interest and after deduction of Service Charges @ 5% of the total consideration of the Apartment and parking space, if any.

In case of withdrawal of application or cancellation of the Allotment, refund shall be made within 30 days from the date of withdrawal of the application/cancellation of Allotment. It is further clarified that no claims for any damages shall be tenable in the event of cancellation of the Allotment on any grounds whatsoever.



10. PRICE & PAYMENT SCHEDULE

A. Under Down Payment Plan

Price indicated in the Payment Schedule under Down Payment Plan is firm and non-escalable (Refer Annexure- "A" hereto).

B. Under Instalment Payment Plan

Price indicated in the Payment Schedule under Instalment Payment Plan is firm and non-escalable and must be paid within the time frame as indicated in the said Price and Payment Schedule (Refer Annexure- "A" hereto).

Applicants are required to indicate their preference of the payment plan in the Application Form. In case the Allottee has not communicated his / her choice of the payment plan to the Company in writing, it will be deemed that the Allottee has opted for Instalment Payment Plan by default.

If an Allottee wants to shift from one payment plan to another, the Company may permit such change at its sole and absolute discretion, with such conditions as it may deem fit.

11. CAR / TWO WHEELER PARKING SPACES

The Company has provided Car parking spaces within the Complex as per the applicable building rules/guidelines.

Category of Apartment	Number of Car Parking Spaces(Open/ Covered/Mechanical)
Efficiency	71(15 Open +56 Covered/ Mechanical)
Comfort I	26 (Covered/ Mechanical)
Comfort II	11(Covered/ Mechanical)

The number of two wheeler parking spaces will be known to the Company in due course of time and accordingly will be allotted by Draw of Lots in due course.

The consideration for granting the right to use the parking spaces is stated below.

Parking Space		Payment Plan		
Type	Numbers Available	Consideration Amount (in Rs.)	Application Money on allotment of Apartment	With last Instalment
Open	15	2,00,000/-	1,00,000/-	1,00,000/-
Covered/ Mechanical	93	4,00,000/-	2,00,000/-	2,00,000/-
Two Wheeler	As may be available	50,000/-	25,000/-	25,000/-

Process of allotment of Parking Spaces:

1. If the number of applications received for allotment of parking spaces is more than the number of parking spaces available, the allotment will be made through a process of Draw of Lots.
2. Only the Applicants, who have been allotted Apartments and have also applied for parking spaces (car/two wheeler) will be entitled for Draw of Lots for this purpose. Such Allottees, simultaneously with payment of their Allotment Money for the Apartment, shall also be required to pay Application Money for the parking space.
3. After the draw of lots for parking spaces, Application Money received from the unsuccessful Applicants shall be refunded without any interest within 30 days from the date of draw of lots.

Each allotted parking space will entitle the Allottee the right to park only one vehicle.

In case of transfer of Apartment, the right to use the parking space shall be automatically transferred along with the transfer of Apartment. The right to use the parking space under no circumstances is separately transferable.

Unallotted parking space(s), if any, shall continue to remain the property and in possession of the Company. The Company reserves the right to allot/ use such parking spaces on the terms and conditions as it may deem fit.

The parking spaces, if any, reserved for the visitors shall be handed over to the Owners Association of the Complex/Interim Maintenance Body/the Administrator, as the case may be.

12. DIESEL GENERATOR POWER BACKUP

Provision has been made for the installation of Diesel Generator (DG) for power backup to run the basic facilities at the Complex.

DG back up facility is also made available for running the basic electrical appliances in the Apartments.

The maximum allocated load for different category of Apartments and one time DG installation charge is given below:-

Category of Apartment	Load In Watts	Amount Payable (Rs)
Efficiency	500	15000
Comfort I	750	22000
Comfort II	1000	30000

The Allottees will be required to pay DG usage charges on the basis of a suitable mechanism as may be devised by the Company/the Association/ the Interim Maintenance Body/Administrator.

13. DELAY IN PAYMENT(S)

It shall be incumbent on the Allottees to comply with the terms of payment in respect of the Apartments, parking spaces and any other sums payable under this GTC.

Timely payment shall be the essence of the terms of Allotment.

Payment of Allotment Money is required to be made within the stipulated due date as mentioned in the Provisional Allotment letter. No extension of time will be allowed for payment of Allotment Money.

If Allotment Money is not paid within the due date, the Provisional Allotment would stand cancelled automatically without any reference to the Allottee, and the Application Money would be refunded after deduction of the service charges as stated in Clause 9B.

Payment of instalment and all other dues shall have to be made within due dates as would be mentioned in the Demand Note of the Company to be issued from time to time requesting for such payments.

Part payments will not be accepted after the due dates.

Allottees are liable to pay interest on the amount due @ 15% per annum from the date on which the amount falls due upto the date of payment, both days inclusive. In case of delay, payment of dues, together with interest, will be accepted by the Company only if the payment is made within 2 (two) months of the due date.

No payment will be received after due date without the payment of the applicable interest.

Delay in payment beyond 2 (two) months from the respective due dates would make the Allotment liable to be cancelled without any reference to the Allottee. In case of such cancellation, the Company shall deduct service charges as provided in Clause 9B. On such cancellation, the Allottee shall have no right, title, lien, claims or demands whatsoever against the allotted Apartment. All amounts paid by the Allottee on various accounts will be refunded without any interest and after deduction of the said service charges.

14. POSSESSION

The Company shall endeavour to give possession of the Apartments to the Allottees within 45 (forty five) months from the date of Allotment, subject however, to payment by the Allottee of all dues in respect of the allotted Apartment including stamp duty and registration charges as applicable under the law.

Physical Possession of the Apartments shall be withheld if all dues are not cleared by the Allottee.

The Company shall give notice ("Notice of Possession") to the Allottee regarding the date on and from which the Company will start effecting possession of the Apartments. In the event the Allottee 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 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 takes physical possession of the Apartment.



In cases where delivery of physical possession of the Apartment is withheld by the Company on grounds stated elsewhere under this GTC, the physical possession of the Apartment shall be deemed to have been taken by the Allottee 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 shall not be entitled to put forward any claim against the Company in respect of any item of work in the said Apartment which may be said not to have been carried out or completed.

15. COMPENSATION FOR DELAY IN POSSESSION

If the Company fails to deliver possession of the Apartments to the Allottees within the stipulated time (subject to force majeure as stated herein below) except in cases where physical delivery has been withheld by the Company on grounds stated elsewhere in these GTC, then it shall pay compensation to the Allottees for the Apartment effective from the scheduled date of possession, till the Deemed Date of Possession of the Apartments at the following rates:

Efficiency Apartment	: Rs 5,000/- per month
Comfort I Apartment	: Rs 10,000/- per month
Comfort II Apartment	: Rs 15,000/- per month

‘Force majeure’ shall, inter-alia, mean and include non-availability or irregular availability of essential inputs, or water supply or sewerage disposal connection or electric power, or slow down or strike by contractor/construction agencies employed/to be employed, litigation, acts of God, acts of any statutory agency or Government or any court order and such other reasons beyond the control of The Company.

16. GUARDING CHARGES

In case the Allottee(s) fails or neglects to take possession of their Apartment(s) as and when called upon by the Company or where physical delivery has been withheld by the Company on grounds stated elsewhere in this GTC, the Allottee(s) shall be liable to pay Guarding Charges @ Rs. 1,000/-per month for Efficiency Apartments and @ Rs. 2,000/- per month for Comfort I/II Apartments from the Deemed Date of Possession to the actual date when the physical possession is taken by the Allottee.

Each Allottee shall also be required to pay the charges for maintenance and management of common areas and facilities (Refer Clause 20) and applicable municipal rates & taxes of the Efficiency~ Comfort Complex from the Deemed Date of Possession.

17. TRANSFER OF PROVISIONAL ALLOTMENT AND TRANSFER FEE.

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

- A. The profile/income eligibility criteria of the intended transferee is vetted and accepted by the Company;
- B. The transferor/transferee has paid to the Company, a transfer fee amounting to 5% of the total price of the Apartment and consideration for grant of right to use the Parking Space. However, no transfer fees shall be payable in case of a transfer to the spouse/ child of the Allottee.
- C. The Allottee has paid all amounts due (including interest, if any) under the Allotment upto the date of transfer.

Transfer of Apartment after the Company has executed the deed of transfer of the Apartment in favour of the Allottee shall not be governed by this clause.

18. THE RESIDENTS ACTIVITY CENTRE

The Company proposes to set up a “Residents Activity Centre” (RAC) in the Complex. The RAC will form part of common areas and facilities of the Complex and will be handed over to the Owners Association.

The RAC shall be managed by the Company either by itself or through its nominee, for a period of 2 (two) years from the Deemed Date of Possession.

All apartment Owners of the Complex are entitled to become the members of the RAC. The usage of the RAC, however, is subject to the payment of subscription charges.

Efficiency Apartment Owners shall be entitled for 1 (one) membership and Comfort I/ II Apartment Owners shall be entitled to 2 (two) memberships of RAC. For the usage of RAC one member shall mean and include an adult with his/her spouse and dependent children below the age of 18 years.

The rate of Annual Subscription charge for members is mentioned below:

	Efficiency	Comfort I & II
Annual Subscription (payable on or before possession)	Rs 3,600/-	Rs 7,200/-

The annual subscription for 2 (two) years shall be payable to the Company or its nominee, at the time of possession. Surplus or deficit, if any, arising out of the operation of the RAC for the period of these 2 (two) years shall be to the account of the Company.

Some of the facilities at the RAC shall be available to the members, subject to payment of the Annual Subscription, while other facilities will be available on “pay and use” basis over and above the Annual Subscription Charges. Detailed terms and conditions of RAC membership, different charges and rules and regulations governing the usage of the RAC will be formulated in due course and circulated to all the members, which will be binding on all the members.

In case the Apartment is transferred, the membership will automatically stand transferred to the



transferee of the Apartment and the transferor will cease to be member of the RAC.

19. DOCUMENTATION

- A. It will be the Company's endeavor to execute and register the Deed of Transfer of the Apartments within the Efficiency ~ Comfort Complex before handing over possession of the Apartment. The deed of transfer will be drafted by the Solicitors / Advocates of the Company and shall be in such form and contain such particulars as be approved by the Company. No request for any changes, whatsoever, in the transfer deed will be entertained.
- B. The Company shall intimate the Allottees, in writing, to get their Deed of Transfer registered within the period as may be decided by the Company. If the Allottee fails to have the transfer deed registered within one year from the date notified to the Allottee, the Company shall have the right to cancel the Allotment. Upon such cancellation, the amounts received from the Allottee will be refunded without any interest but after deduction of applicable service charges as stated in Clause 9B.
- C. The Allottees will be required to pay, on demand, to the Company or to the Concerned Authorities, as may be so decided by the Company, the applicable stamp duty & registration charges for registration of the deed of transfer of their respective Apartments.
- D. Each Allottee will also be required to pay to the Company, documentation charges @ 0.5% of the total price of the Apartment and consideration for grant of right to use the Parking Space allotted, if any.

20. COMMON AREAS & FACILITIES

The Common areas and facilities of the Efficiency~ Comfort Complex shall be handed over to the Owners Association to be formed in accordance with the applicable Acts, Rules and Bye Laws.

All the Allottees are required to complete the formalities of becoming a member of such Association and also to comply with the Rules and Bye-laws for their membership of the said Association, as instructed by the Company. If the Company so decides, it would be incumbent on the Owners Association to be constituted to take over the maintenance and management of common areas and facilities even before the intended date of possession of their Apartments.

The Company shall by itself or through its nominated agency maintain the common areas and facilities of the Complex for a maximum period of 2 (two) year starting from the Deemed Date of Possession. For this period of 2 (two) years, the Allottees shall be required to pay to the Company, on or before taking possession of their Apartment, maintenance charges @ Rs 2.50 per sqft per month of the standard built up area of their Apartments.

The above rate is based on current rate of power tariff, diesel rate and minimum wages. It is clarified that in case of any increase in rates of power tariff, diesel rate & minimum wages, the Company shall be at liberty to suitably revise the maintenance charges which will be paid by the Allottees to the Company without any demur and delay.

The Allottees of Parking Spaces shall be required to pay 2 (two) year's maintenance charges, on or before taking possession, @ Rs.200/- per month for Mechanical Car Parking Space, @ Rs.150/- per month for Covered Car Parking Space, @ Rs.100/- per month for Open Car Parking Space and @



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Rs.50/- per month for Two Wheeler Parking Space.

Any surplus/ deficit arising out of maintenance of common areas and facility for the initial period of 2 (two) years shall be to account of the Company.

The Company shall, before expiry of aforesaid period of 2 (two) years, endeavour to hand over management and maintenance of common areas and facilities, Parking Spaces along with the RAC to the Owners Association to be formed by the Allottees as aforesaid, which shall thereafter be responsible for maintenance thereof.

In the event of such body as aforesaid not been constituted by then, the responsibility of common area maintenance and the RAC shall be handed over by the Company to an interim body to be formed from amongst the resident Allottees of Apartments or to a group of Allottees, who would take over the possession and control of the common area, facilities and the RAC on behalf of themselves and also on behalf of all other Allottees of the other Apartments within the Efficiency ~ Comfort Complex.

In case however, neither the Association nor the Interim body or the Administrator could be appointed for taking over the common areas maintenance and management of Efficiency~ Comfort Complex, the Company from 3rd year and onwards may continue to manage and maintain the same on the terms & conditions as shall be decided by the Company. In such an event, the Company shall raise the bills on the Allottees for the 3rd year and onwards till formation of Owners Association or interim body or appointment of Administrator, as the case may be, with an increase on the maintenance charges as may be decided by the Company. The Allottees will be required to pay the maintenance charges, as per the bills raised by the Company, which must be paid within the due dates, failing which an interest @ 15% per annum will be charged for the period of delay.

The Allottee/Owner, before leasing his/her Apartment shall have to take a "NOC" (on payment of applicable charges, as may be decided), from the Company/ the Association/ Maintenance Body (which is maintaining the common areas and facilities). Further, the Allottee/Owner, subject to provisions of the applicable law/rules, in order to entitle his lessee to enjoy the common facilities shall have to ensure regular payment of maintenance charges to the Company/ the Association/ Maintenance Body, either by himself/herself or through his lessee failing which the common services will be discontinued/disconnected till the dues are cleared.

The Allottee/Owner, before selling his Apartment, shall have to take a "NOC" (on payment of applicable charges, as may be decided), from the Company/ the Association/ Maintenance Body (which is maintaining the common areas and facilities). Further, the Allottee/Owner, subject to provisions of applicable law/rules shall ensure that the purchaser becomes a member of the Association and pays the maintenance deposits and his/her contribution towards the Maintenance Corpus Fund to the Company / the Association /Maintenance Body.

21. MAINTENANCE & OTHER SECURITY DEPOSIT

Every Allottee shall pay to the Company a security deposit @ Rs.75/- per sq.ft. of Standard Built Up Area of the Apartment. The Company reserves the right to utilize this deposit to adjust any dues from the Allottee on account of maintenance charges or electricity charges or any other charges/ deposits relating to maintenance and/or electricity supply. The deposit, after adjustment of dues, if any, will be transferred/ handed over by the Company (without interest) to the Owners Association or the maintenance body at the time of handing over the maintenance and management of the Complex.

In case CESC/ any other electricity supply agency decides not to provide individual meters to the



Allottees and make provision for a High Tension supply or Bulk supply, the Company shall provide sub-meters to the Allottees upon payment by them of the proportionate Security Deposit payable to CESC/ any other electricity supply agency for such connection. The exact amount payable will be intimated to the Allottees at appropriate time before possession. This Security Deposit would be subject to revision and replenishment as may be so decided by CESC/ any other electricity supply agency from time to time and the Allottees shall, at all times be liable to proportionately pay such revision/replenishment to CESC/ any other electricity supply agency, as per the norms of CESC/ any other electricity supply agency. In such a case the Allottees may be required to enter into a separate agreement with the Company for supply of electricity through sub meters.

22. TAXES

All prices, rates and charges mentioned herein before in this GTC are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) shall be payable separately by the Applicant/ Allottee/ Owner, as the case may be.

23. GENERAL

A. It is understood that the Applicant has applied for Allotment of Apartment with full knowledge of all the law / notifications and rules applicable to the project area, which have been fully understood by the Applicant(s). It is further understood that the Applicant has fully satisfied himself/herself about the right, interest and/or the title of the Company in the project land on which development of the Apartments will be/are being constructed.

B. It is understood that the Applicant has applied for Allotment of an Apartment for residential purposes only.

C. The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to this Allotment and to do all acts, deeds and things as the Company may require in the interest of the apartment Owners. In case of Joint Allottees, any document signed/accepted/acknowledged by any one of the Allottees shall be binding upon the other Allottee.

D. The expression 'Allotment' wherever used herein shall always mean 'Provisional Allotment' and will remain so till such time a formal deed of transfer is executed and registered in favour of the Allottees for their respective Apartments. However, the Provisional Allotment shall be subject to timely payment of the total price and all related dues to the Company.

E. The "Standard Built up Area" of the Apartment shall mean the built up area of the Apartment plus proportionate share of the constructed common areas within the Efficiency~ Comfort Complex of the Project.

F. The expression "Complex" wherever used in these terms and conditions shall always means Efficiency~ Comfort Complex of the Project.

G. If for any reason, whatsoever, the Company is not in a position to offer the Apartment allotted, the Company 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 of State Bank Of India without any further liability to pay any damages or compensation.

H. The Company 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.

I. The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/Complex and the Apartment(s) as shown in the accompanying brochures are tentative and are subject to variation. The Company may effect such variations, additions, alterations, deletions and/or modifications therein as it may, deem appropriate and fit and/or as may be directed by any competent authority(ies).

J. Due to any operation of law or any statutory order or in other compelling circumstances if a portion of the entire scheme is discontinued or truncated then the Allottees affected by such discontinuation or truncation will have no right of compensation from the Company. The Company will, however, refund all the money received from the Allottees together with simple interest at the then prevailing rate of State Bank of India savings bank account.

K. Roof will mean the ultimate roof of the building which will be for the common use of all the Allottees of that building. The Company will have the right of putting up signage and hoardings including neon sign of its name or the name of its segment or affiliates, as well as their products, on the roof or walls or common area of the Complex.

L. The Company will not entertain any request for modification in the internal layouts, fittings/ floorings etc of the Apartment and also in the exterior facades of the building. No reimbursement or deduction in the value of Apartment shall be considered by the Company..

M. No request for any discount on any account whatsoever will be entertained by the Company.

N. Complaints, if any, regarding fittings and fixtures etc. provided in the Apartments will be required to be brought to the notice of the Company within 15 days after taking over possession of the Apartment. In case Allottee 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 will have to take possession of the Apartments on "as is where is" basis.

O. Water supply will be made available from deep tube wells or any other available source as may permitted by the concerned authorities.

P. The Allottee(s) may be required to execute a formal agreement for sale in such form as may be prescribed by the Company within 15 days of being required in writing to do so by the Company. In case it is registered the Allottees shall be required to pay the applicable stamp duty and registration charges as applicable under the law.

Q. After delivery of physical possession or the deemed date of possession, whichever is earlier, of the Apartment as stated herein, the Allottee shall be liable to pay to the Company/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.

R. The Terms and Conditions contained here shall be deemed to form part of the Application by the intending Allottee and all Allotments shall be strictly subject to these Terms and Conditions. The contents of the accompanying brochures, leaflets and inserts except the Application Form, are not legal documents and are for information only, and all designs, measurements, specifications



mentioned and stated therein are tentative.

S. All applicable certificate(s)/ permission(s)/consent(s) to operate, under the prevailing laws granted by the relevant statutory authority (ies) are required to be renewed periodically. The responsibility of renewal /keeping them valid and operational of all such certificates/permissions/ consent to operate etc., as may be required from time to time under the prevailing law(s), will vest collectively on the Allottee/owners of the Apartments after their taking over the maintenance and management of the Common Portions of the Efficiency~ Comfort Complex.

T. The Company, at its discretion may provide connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Complex and/or otherwise may enter into agreement /contract (on such terms and conditions and for such period as the Company shall decide) with various service providers for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) which would be earmarked/ demarcated within the Efficiency~ Comfort Complex by the Company and which would be declared to be common portions by the Company. These contracts/ agreements, if any, entered into by the Company shall be required to be honoured and/or continued with for the period of validity of these contracts/agreements collectively by the apartment Owners, who will take over the maintenance and management of the Efficiency~ Comfort Complex and thereafter, it may be renewed on terms and conditions as may be decided by the association.

U. The bankers mentioned in the GTC have merely agreed to be a collecting banker for the issue of Application Forms/ Brochures as prescribed by the Company and they are not involved / responsible for the ultimate objectives of the scheme or financial status of the Company.

V. All correspondence will be made with Applicants at the address for correspondence and/or the e-mail ID initially indicated in the Application Form, unless changed. Any change of address and the e-mail ID will have to be notified in writing to the Company at its Registered Office and acknowledgement obtained for such change. The correspondence shall be accepted from the registered e-mail ID only. In case there is a Joint Allottee, all communication shall be sent by the Company to the first Allottee and which shall for all purposes be considered as having been served on both Allottees.

W. The Applicants must quote the Application Number as printed in the Application Form and on allotment, their Apartment Number as indicated in the Provisional Allotment Letter, in all future correspondences.

X. The GTC, the Application Form and the Provisional Allotment Letter duly confirmed by the Allottee shall be binding on the Allottee and shall be treated as one document for all practical purpose.

Y. The terms used or appearing in the GTC in singular shall also be construed to be



applicable for plural number wherever the context requires.

24. BREACH

In the event the Allottee is in breach or fails to observe or comply with any term, covenant or obligation contained in these General Terms and Conditions, which breach or failure has not been cured or remedied within 30 (thirty) days of the receipt of written notice of such breach or failure from the Company, then, the Company shall have the right to cancel the Allotment. In the event of such cancellation the Application Money, Allotment Money, installments, Security Deposits and any other amount received by the Company, shall be returned to the Allottee after deduction of due interest, if any, on delayed payments and service charges as mentioned in Clause 9B.

25. JURISDICTION AND ARBITRATION

A. The acceptance of Provisional Allotment letter by the Allottee shall be subjected to these terms and conditions and shall be binding on both the parties, and the legal relationship between the Allottee and the Company shall be governed by the laws of India.

B. All disputes or differences relating or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.

C. However, disputes which cannot be settled amicably shall be finally decided and resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matters requiring arbitration will be referred to a sole arbitrator to be appointed by the Company at Kolkata only. The proceedings of the arbitration shall be conducted in English and shall be construed as a domestic arbitration under the applicable laws.

D. All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Kolkata.

I/WE HAVE READ AND UNDERSTOOD THE ABOVE MENTIONED TERMS AND CONDITIONS AND AGREE TO ABIDE BY THEM. I/WE AGREE THAT THE PROVISIONAL ALLOTMENT OF THE APARTMENT ALLOTTED SHALL ALWAYS BE SUBJECT TO THESE TERMS AND CONDITIONS.

SIGNATURE OF THE ALLOTTEE	SIGNATURE OF JOINT ALLOTTEE
PLACE :	
DATE:	



ANNEXURE A

**PRICE & PAYMENT SCHEDULE
(Please refer to clause 10A of GTC)
DOWN PAYMENT PLAN**

Category of Apartment	Apartment Consideration (Rs)	Application Money (Rs)	Allotment Money (Rs)#
Efficiency	1108000	100000	1008000
Comfort I	1987000	200000	1787000
Comfort II	2990000	300000	2690000

**(Please refer to clause 10B of GTC)
INSTALLMENT PAYMENT PLAN***

Category of Apartment	Apartment Consideration (Rs)	Application Money (Rs)	Allotment Money (Rs)	Instalment Payment Schedule linked to Completion of respective milestone					
				On Foundation	5th floor Casting	10th floor Casting	20th floor Casting	25th floor Casting	On or before Possession
Efficiency	1231000	100000	260000	160000	160000	160000	160000	160000	71000
Comfort I	2208000	200000	458000	287000	287000	287000	287000	287000	115000
Comfort II	3388000	300000	718000	440000	440000	440000	440000	440000	170000

* Prices are as per applicable guidelines

Amount payable within 45 days from the date of allotment



EFFICIENCY & COMFORT

ANNEXURE- B

AFFIDAVIT

I Mr./Mrs. _____ son/daughter of Mr./Mrs. _____ by faith _____ by occupation _____ aged about _____ years permanently residing at _____ do hereby solemnly affirm and state as follows;

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

Identified by me

Advocate

Before me

DEPONENT

(for and on behalf of Joint Applicant also)



S.E. Builders & Realtors Limited

(A subsidiary of Bengal Ambuja Housing Development Limited)

Marketing Office

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New Town, Kolkata 700160

Phone +91 33 4040 8080 | Fax +91 33 4040 6161

Email: marketing@ambujaneotia.com | Website www.ambujaneotia.com

PROJECT ADDRESS:

405, Barakhola, Mukundapur
Kolkata- 700099



EFFICIENCY & COMFORT