

Phase 6

# Shukhobrishti

THE LARGEST MASS HOUSING PROJECT IN INDIA

**GENERAL TERMS & CONDITIONS (PROVISIONAL)**

Actual Photograph

**Sale of Application Form: 22 February to 22 March 2016**

**Receipt of completed Application Form: 14 March to 11 April 2016**

**Bengal Shapoorji Housing Development Pvt. Ltd.**

(A Group Company of Shapoorji Pallonji And Co. Pvt. Ltd.)



1. Mass Housing complex at “Shukhobrishti” at Action Area-III, New Town, Kolkata, offers : -

Type of Apartments	Structure	Description
Spandan (LIG)	Ground plus four storied building with walk up Staircase	1-BHK Apartments: (1Bedroom,Hall, Kitchen, Verandah/Balcony)
Spriha (MIG - U)	Ground plus 14 (fourteen) storied building with Staircases & Lifts	3 - BHK Apartments - (3 Bedrooms, Hall, Kitchen, Verandah/Balcony)

Number of apartments Available for Draw of Lots	Spandan 1020	Spriha 850
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2. DEFINITIONS:-

2.1 **Allotment:-** This expression wherever used herein, shall always mean ‘provisional allotment’ and will remain so till such time a formal deed of transfer/conveyance is executed and registered by Bengal Shapoorji Housing Development Pvt. Ltd. (hereinafter referred to as “BSHDPL”) in favour of the Allottee(s) for their respective Apartments.

2.2 **Deemed Date of Possession:-** The cut off date for taking possession of the apartment as mentioned in the Intimation for Possession.

2.3 **Family:-** The word “FAMILY” shall mean and include spouse, dependent parents and dependent children. Jt. Applicant with in-laws or any other relation shall not be considered.

2.4 **SPANDAN (LIG/Lower Income Group):** For the purpose of allotment in this housing complex the term means and includes any Indian citizen including the joint applicant (If any) whose total average monthly gross family income should be within **Rs.30,000/- per month**.

2.5 **SPRIHA (MIG-U/Middle Income Group-Upper):** For the purpose of allotment in this housing complex the term means and includes any Indian citizen including the joint applicant (If any) whose total average monthly gross family income should be within **Rs. 80,000/- per month**.

2.6 **Roof** will mean the topmost accessible terrace of the building, which will be for the common use of all the Apartment Owners of that building. However, usage of the roof will be guided by the Rules and Regulations as decided by BSHDPL/the Apartment Owner’s Association/Body.

2.7 **Sky Gardens** will be for the common use of all the Apartment Owners of that Building/Cluster. However, usage of the Sky Gardens will be guided by the Rules and Regulations as decided by BSHDPL/ the Apartment Owner’s Association/ Body.

2.8. **Date of Allotment** shall mean the date of issuance of the letter of Provisional Allotment if not stated otherwise.

### 3. PRICE & PAYMENT

3.1 Prices indicated in the Schedule mentioned below are in Indian Rupees and are firm.

3.2 Prices indicated in the below mentioned schedule are exclusive of any Tax, for e.g. Service Tax, Value Added Tax, Works Contract Tax etc. / Duties / Levies / Cess / Deposits/ Reimbursements as applicable.

#### A. Apartment:-

Type of Apartment	Carpet / Lockable Area * (sft.)	Plinth Area** (sft.)	Price of Apartment (Rs.)	
			Under Down Payment Scheme	Under Installment Payment Scheme
Spandan – 1BHK	320	425	5,82,155	6,00,160
Spriha – 3 BHK	690	901	24,15,475	24,64,770

\* Carpet Area/Lockable area includes useable floor area within the apartment to be measured without finishes inclusive of internal wall area.

\*\* Plinth Area = Built up Area\*\*\* of the Apartment + Proportionate area of common spaces in that floor.

\*\*\* Built up area = Carpet Area/Lockable area of the Apartment + thickness of its external walls.

**Note: A Two Wheeler Parking Space (in-stilt) is mandatory for each Spandan Allottee(s), at an additional price.**

#### B. Payment Terms:-

##### I. Payment Plan : Under Down Payment Scheme:

(All figures in the following table are exclusive of any kind of taxes, duties, levies, cess etc.)

Type of Apartment	Total Price per Apartment (Rs.)	Application Money payable at the time of submitting the application (Rs.)	Amount to be paid under Down Payment Scheme (Within 45 (forty five days) from the date of allotment) (Rs.)
Spandan (1BHK)	5,82,155	50,000	5,32,155
Spriha (3 BHK)	24,15,475	1,50,000	22,65,475

## II. Payment Plan: Under Installment Payment Scheme:

(All figures in the following table are exclusive of any kind of taxes, duties, levies, cess etc.)

Type of Apartment	Total Price per Apartment (Rs.)	Application Money payable (Rs.)	Installment Schedule			On Handing Over of possession (Rs.)
			Allotment Money (payable within 45 days from the date of allotment) (Rs.)	Installment 1 (payable within 7 months from the date of allotment) (Rs.)	Installment 2 (payable within 12 months from the date of allotment) (Rs.)	
Spandan (1BHK)	6,00,160	50,000	1,31,500	1,81,500	1,81,500	55,660
Spriha (3BHK)	24,64,770	1,50,000	7,50,000	6,50,000	6,50,000	2,64,770

3.3. Timely payment of down payment money and/or allotment money, installments and other applicable charges, shall be the essence of each payment. It shall be incumbent on the Allottee(s) to comply with the terms of payment as stipulated herein.

3.4. Stamp Duty, Registration fee, Commissioning fee, Copywriting fee, Standard user charges, Other incidental charges/any reimbursable expenses and/or any other Taxes/Duties/Levies/ Cess/ Deposits existing or imposed in future by Government or any other Statutory/Appropriate Authorities whether prospectively or retrospectively as per statutory notification shall be charged separately and recovered from the Allottee(s).

3.5. Home Loan – BSHDPL shall issue a NOC and/or enter into a Tripartite Agreement only in those cases, where the applicant(s) wants to avail the facility of home loan and obtains the same from a Government Organization (in case of employee)/Nationalised/Multinational/Government approved Banks/Financial Institutions. However, BSHDPL shall not be held responsible for any delay in disbursement/rejection of Home loan by any Bank/Financial Institution for whatever reasons. It is the applicant's obligation to make the payment within prescribed time to BSHDPL.

## 4. WHO CAN APPLY

4.1 An Individual, i.e., a person of the age of majority (18 years and above) and an Indian citizen as defined in The Constitution of India and who belongs to the LIG (Lower Income Group)/ MIG-U (Middle Income Group-Upper) may apply . However the income eligibility criteria of the Applicants should be as follows:

Spandan (LIG) – Gross average family income within Rs.30,000/- per month.  
 Spriha (MIG-U) - Gross average family income within Rs. 80,000/- per month.

In determining the gross average monthly income of the applicant(s), the decision of BSHDPL shall be final and binding.



4.2 Only one individual can apply as First / Sole Applicant. Joint application up to two individuals is permitted only, if both Applicants are members of the same family. The Gross Average Monthly Income of the family is considered for eligibility in this scheme.

4.3 Any person who had already been allotted/owns an Apartment in any earlier phases of Shukhobrishti either in his name or in the name of the joint Allottee(s) or in favour of any member of the family, is debarred from applying for any Apartment in this scheme.

4.4 Gross Average Monthly Income for family would be determined on the basis of submission of documents, as mentioned in Clause No. 5 for all earning members of the family. In case of submission of income documents for only the sole/joint applicant, his/her/their income will be considered as the family income vide the Declaration in the Application form and manner hereto annexed.

4.5. The Declaration in the Application form should be accurately filled and signed by every applicant before submission. Applications failing to meet the income eligibility criteria as mentioned in Clause No. 4 shall be cancelled.

## **5. DOCUMENTARY EVIDENCE OF THE INCOME:-**

### **5.1. A. For Salaried Persons:**

- Copy of Pay Slip for the month of March' 2015 duly stamped and signed by authorized officer of the employer or Annual Salary Certificate or Form 16 under the Income Tax Act 1961 for the Financial Year 2014-15, duly stamped and signed by authorized officer of the employer.

#### **AND**

#### **• For Salaried Persons who are not filing Income Tax Returns-**

An original Certificate of Gross Total Income for the Financial Year 2014-15 (Assessment Year 2015-16) issued by an individual practicing Chartered Accountant / a Chartered Accountant Firm on their letterhead, duly stamped and signed, bearing Membership Number and Firm Registration number.

#### **• For Salaried Persons who are filing Income Tax Returns-**

Copy of Income Tax Return for the Financial Year 2014-15 (Assessment Year 2015-16) duly acknowledged by the Income Tax Department. The gross total income as per return before any allowable deductions shall be considered as annual income.

### **5.1.B. For Self-employed Persons who are filing Income Tax Returns**

- Copy of Income Tax Return for the Financial Year 2014-15 (Assessment Year 2015-16) duly acknowledged by the Income Tax Department. The gross total income as per return before any allowable deductions shall be considered as annual income.

### **5.1.C. For Self-employed Persons who are not filing Income Tax Returns**

- An original Certificate of Gross Total Income for the Financial Year 2014-15 (Assessment Year 2015-16) issued by an individual practicing Chartered Accountant / a Chartered Accountant Firm on their letterhead, duly stamped and signed, bearing Membership Number and Firm Registration number.

#### **OR**

- An original Certificate of Gross Total Income for the Financial Year 2014-15 (Assessment Year 2015-16) issued by any of the following local authorities on their letterhead duly stamped and signed

bearing full name and designation of the certifying person:

MLA / MP / Panchayat Pradhan / City or Town Mayor / Chairman or CEO / Councillor of Local Municipality / Municipal Corporation.

**5.1.D. For Pensioners:**

- Copy of Pension Pass Book / Bank Pension Statement or Pension Certificate in original, duly stamped and signed by the authorized officer of the Bank or employer showing evidence of receipt of pension for the month prior to the month of submission of application.

**AND** (any one of the following three)

- An original Certificate of Gross Total Income for the Financial Year 2014-15 (Assessment Year 2015-16) issued by any of the following local authorities on their letterhead, duly stamped and signed, bearing full name and designation of any of the certifying person:

MLA / MP / Panchayat Pradhan / City or Town Mayor / Chairman or CEO / Councillor of Local Municipality / Municipal Corporation.

**OR**

- Copy of Income Tax Return duly Acknowledged by the Income Tax Department for the Financial Year 2014-15 (Assessment Year 2015-16). The gross total income as per return before any allowable deductions shall be considered as annual income.

**OR**

- An original Certificate of Gross Total Income for the Financial Year 2014-15 (Assessment Year 2015-16) issued by an individual practicing Chartered Accountant / a Chartered Accountant Firm on their letterhead, duly stamped and signed, bearing Membership Number and Firm Registration number.

**5.2. PAN CARD** (Permanent Account Number): Copy of PAN CARD (self attested) for Sole/Joint applicant (s) issued by IT Dept. is mandatory in all cases. If PAN CARD is not available, receipt of acknowledgement of application submitted to the IT Dept., for obtaining PAN CARD is required. In case the applicant (s) is successful in the Draw of Lots, applicant (s) are required to furnish the PAN details within 30 days from the date of Draw of Lots, failing which the application is liable to be rejected.

5.3. All successful applicants (whether Sole Applicant or Joint Applicants) have to affirm an Affidavit on appropriate Stamp Paper before a Notary Public or a 1st Class Magistrate in the form and manner hereto annexed and submit the same along with his/her/their documentary evidences (Please refer Clause 8.6. - Checklist). No deviation to our prescribed format is allowed.

5.4. In case of any doubt about eligibility of applicant (s) under any category, the matter will be decided by BSHDPL.

5.5. Names, addresses and PAN details of the Allottee(s) and details of Flat and Parking along with consideration received for such flat and parking spaces by BSHDPL will be forwarded to the concerned statutory authority as and when required.

5.6. Application from Company / Corporate / Firm / HUF/Trust/LLP/Association of Persons or any other entity will NOT be entertained unless it is approved / agreed by WBHIDCO Ltd / Government of West Bengal (GOWB).

5.7. One applicant (whether as Sole Applicant or as Joint Applicants) can submit only one application

so as to give equal chance to all eligible applicants. Multiple applications in either of the apartments shall not be entertained.

5.8. BSHDPL reserves the right to allot Apartments remaining unallotted for any reason whatsoever on terms as it deems fit.

5.9. Any request for addition/removal of Joint Applicant after submission of Application will not be entertained by BSHDPL.

5.10. Any request for change in allotted apartment/parking (if any) and/or modification therein shall not be entertained under any circumstances.

5.11. Documents submitted by the successful applicant (s) should be duly signed & stamped from the appropriate authorities as the case may be, in absence of which BSHDPL shall have the sole right to reject the application.

## 6. APPLICATION – OVERVIEW

**6.1 Interested applicants would have to submit the application form along with declaration in specified format together with requisite application money within due date in order to be eligible to participate in the draw of lots. All mandatory fields should be filled up carefully by both online and offline applicants.**

6.2 Applicants are advised to go through and understand the Terms and Conditions as mentioned in this General Terms and Conditions (GTC) carefully before filling up the APPLICATION FORM.

**6.3. The Application form is to be filled up with care after going through the instruction sheet attached with the Application Form.**

6.4 BSHDPL has launched Phase-6 of Shukhobrishti with the facility of **Online Payment** along with online submission of application form. Applicants who have bought the form online, have to compulsorily fill up the form electronically i.e. online. However, payment can either be made through net banking or by way of Demand Draft/Pay Order depending on the manner of submission. For details visit our website [www.shukhobrishti.com](http://www.shukhobrishti.com).

6.5 Applicants should submit their duly signed and completed Application form and Declaration along with the application money either online or in person at designated collection centers as per the list attached herewith (Application Procedure explained in detail in Clause No. 7 below).

6.6 In case of offline payment of application money, a Demand Draft / Pay Order should be made payable at Kolkata (or respective place of submission of Application Form if outside Kolkata) and drawn in favour of "BSHDPL SPANDAN PHASE 6" for Spandan (LIG) applicants Or in favour of "BSHDPL SPRIHA PHASE 6" for Spriha (MIG-U) applicants for the amount of application money as shown in the price & payment schedule provided in Clause No. 3 above along with a pay-in-slip for submission at any of the designated Bank branches.

6.7. In case, the applicant is located outside West Bengal and is desirous of making offline payment of application money, a copy of the application form and declaration duly filled and signed together with the Demand Draft payable at Kolkata for application money should be sent by post to our office

address as mentioned in both our website as well as the last page of this GTC. Such applications should reach our address on or before the due date within 10.00 a.m to 5.30. p.m. on weekdays (Monday to Friday), excluding Bank / Public Holidays. Applications reaching BSHDPL's office beyond the last date of receipt of Application Form will not be accepted for whatever reasons. Acknowledgement for such applications received by post, shall be sent to the Applicant within reasonable time.

#### **6.8. For offline payment:**

6.8.i. Cheque or Cash payment will not be accepted under any circumstances. Moreover multiple D.D./Pay Order will not be accepted for payment of application money or subsequent installments.

6.8.ii. The applicant should provide details of his/her Name, Application Number, Contact Number on the reverse of the Demand Draft / Pay Order as well as on the **reverse of the photocopy of the Demand Draft / Pay Order paid for application money.**

6.9 Wherever the applicant is required to file hard copy of application form and declaration, the application will be cancelled in case of delay/failure to submit the hardcopy of the Application form and Declaration.

**6.10 All the applicants whether Successful or Wait-listed should submit all the documentary evidences as mentioned in Clause No. 5 within 1 month (30 days) from the date of Draw of Lots. No request for extension of date for submission of documents will be entertained after 1 month (30 days). Delay in submission of documents due to Postal/or any other mode, shall not be considered after last date of submission.**

**6.11 Refund of application money would be done electronically through RTGS/NEFT to unsuccessful applicants in draw of lots. The First / Sole Applicant are required to submit a CTS Cancelled Cheque with name, Application number and contact number on the reverse of the same. It is incumbent upon the applicant to provide the cancelled cheque of his/her bank details for the purpose of refund.**

6.12 BSHDPL may decide to introduce online payment facility for subsequent Allotment and Installment payments through net banking facility after providing necessary communication to all successful allottees to facilitate them for making such payment in future.

### **7. APPLICATION- PROCEDURE:**

#### **7. (i) Applicants who would buy form online and intend to make payment electronically:-**

- In this case applicant has to compulsorily submit dully filled up form online along with declaration in the prescribed format.
- Based on mode of transaction, necessary convenience charges (if any) might be levied upon applicants.
- Payment for application money can be made through Net Banking/Debit Card/Credit Card only.
- Applicant may have to request his or her concerned bank branch in advance to enhance the daily transaction limit to ensure full payment of application money through Net Banking. No part or fractional payment of application money will be accepted.
- In case applicant is unsuccessful or for withdrawal or for rejection cases, application money will be refunded to the same account from where it is being remitted.

**7.(ii) Applicants who would buy forms online but intend to make payment of application money through Demand Draft/Pay Order and submit the form physically to the specified Bank branches :-**



- In case of the above category; applicant has to compulsorily submit duly filled up application form online.
- Based on mode of transaction, necessary convenience charges (if any) might be levied upon applicants.
- Applicants are required to take a print out of their duly filled up and signed online form and declaration for submission to the specified branches of the Banks along with Demand Draft / Pay Order of Application money and photo copy of the same with duly filled up pay-in-slip. Details of name, Application number and contact details have to be written on the reverse of the Demand Draft /Pay Order and its photo copy.
- The First/Sole Applicant are also required to submit a CTS Cancelled Cheque with name, Application number and contact number on the reverse of the same.
- The Banks will acknowledge receipt of the Demand Draft / Pay Order.

**7 (iii) Applicants who would make Offline purchase of Application form and submit the physical form at the specified Bank Branches:-**

- Application form duly filled up and signed by the applicant(s) and a Declaration in prescribed format, along with Demand Draft / Pay Order of Application money and photo copy of the same with duly filled up pay-in-slip. Details of name, Application number and contact details has to be written on the reverse of the Demand Draft /Pay Order and its photo copy.
- The First/Sole Applicant are also required to submit a CTS Cancelled Cheque with name, Application number and contact number on the reverse of the same.
- The Banks will acknowledge receipt of the Demand Draft / Pay Order.
- Each application form and the pay-in-slip would have the same Serial Number which has to be quoted in all future correspondences.

**List of ICICI Bank Branches (hereinafter referred as “the Bank”) :-**

**All ICICI Bank branches of Kolkata and Howrah.**

**Other ICICI Bank Branches:**

Location	Address
Asansol	Ground Floor, Plot No. 793, Murgasol, G.T. Road, West Bengal, Pin - 713303
Burdwan	398, Ground Floor, G.T. Road, West Bengal, Pin - 713101
Durgapur	Opp Suhatta Building, Saheed Khudiram Sarani, Durgapur, Burdwan District, West Bengal, Pin - 713216
Dankuni	Jaharjyoti, T.N. Mukherjee Road, Kalipur, P.O & P.S Dankuni, Hooghly District, West Bengal, Pin - 712311
Haldia - Durga Chowk	Plot No. 3147 2067/3694, Ward No. 10, Durga Chowk, Basudevpur, Haldia, Purba Mednipur District, West Bengal, Pin - 721602
Kharagpur	258/223/1, Malancha Road, Kharagpur, Paschim Mednipur District, West Bengal, Pin - 721304
Chandannagar	1St Floor, Shrihari Apartment, Bagbazar More, G.T. Road, Chandannagar, Hooghly District, West Bengal, Pin - 712136
Rishra	38 G.T. Road, Rishra, Hooghly District, West Bengal, Pin - 712248
Uttarpara	20/A, New G.T. Road, Uttarpara, Hooghly District.
Baharampur	Kesabnagar, Pachanantala, P.O Bolidanga, Mursidabad District, West Bengal, Pin - 742101
Malda	S.M. Pally, NH-34, Malda, West Bengal, Pin - 732101
Siliguri	Shyam Jyoti Building, First Floor, Sevoke Road, Siliguri, Pin - 734001

• **Timings: Please check with the respective banks and their branches for their weekly Holidays and timings.**

**Disclaimer:**

I. In the event of any problem involving online payment of application money, the decision of the bank whose portal is being used will be final regarding genuineness of the transaction.

II. In a situation where online payment is accepted but subsequent uploading of form or generation of payment acknowledgement is not generated then reference would be made to the respective Transaction ID and Application number, subject to submission of necessary details by applicant in support of his/her/their claim along with a confirmation from your Bank.

III. Convenience charges (if any) payable on account of online payment of Application money shall be non-refundable.

**8. DRAW OF LOTS & REFUND TO UNSUCCESSFUL APPLICANTS-**

8.1 BSHDPL is committed to a fair, transparent and equitable method of allotment of the Apartments on the basis of Draw of Lots. This Draw of lots to be held for the purpose within 120 (One Hundred Twenty) days from the last date of submission of Application subject to force majeure reasons as stated in Clause no. 15 herein below.

8.2 In event of over subscription, a waiting list of a limited number of applicants may be created through the same process of draw of lots from the remaining unsuccessful applicants for both types of Apartments. Each of such waiting list applicants will be provided with a running serial number as the wait list number. Apartments will be offered to them in the event of withdrawal / cancellation of successful applicants. The said offer / allotment will be made according to the running serial numbers only. The payment schedule for allotment of Apartment from waitlisted applicants will be mentioned in Provisional Allotment Letter, which may differ from the payment schedule mentioned in Clause No. 3. The successful Applicant from waitlist quota will have to abide by the payment schedule mentioned in the Provisional Allotment Letter only. The waitlist quota created on Draw of Lots will be valid for the period of 90 days from the date of draw of lots. The application money paid by such applicants shall be retained till the 90th day. After expiry of the 90 days period and not later than 120 days BSHDPL will refund the application money to the unsuccessful applicants of waitlist quota without any interest. In case any flat is cancelled/ withdrawn after the 90th day from the date of Draw of Lots, it shall remain with BSHDPL and BSHDPL reserves the right to allot these Apartments at its own discretion.

8.3. Application money received from the applicant (s) who is unsuccessful in the draw of lots will be refunded by Online Bank Account Transfer without interest and without any deduction. The Account transfer shall be made within 60 days from the date of draw of lots to the respective Bank Accounts of the Applicants.

8.4 Refund of application money will be payable in the following manner:-

- For Online payment cases – Refer Clause no. 7 (i)
- For Offline payment cases – Refer Clause no. 6.11. Refund to be made to the Bank Account of Applicant as per cancelled cheque details.

8.5 BSHDPL shall not have any liability incase of refund to any wrong account as a result of inaccurate information provided by the applicant(s). No claim shall be entertained by BSHDPL in such cases.

## 8.6. CHECKLIST

For the convenience and reference of the Applicant, a Checklist is provided mentioning the documents to be submitted during application and after Draw of Lots.

### 8.6.A. During Application:

- Duly filled-in and signed Application Form or printed copy of Application Form submitted online and Declaration in specified format.
- Demand Draft / Pay order along with the duly filled pay-in-slip (Refer Clause No. 7) and / or an acknowledgement for submission of Application form.
- A blank cancelled **CTS** Cheque has to be submitted by the First/ Sole Applicant of his/her Bank Account and the name, Application Form number and contact details has to be mentioned on the back side of the same.

### 8.6.B. After Draw of Lots (Successful and Waiting list Applicants only):

- Documentary proof in support of Gross monthly income (Ref. Clause No. 5.1)
- Photocopy of PAN CARD (self attested) / Photocopy of receipt of acknowledgement of application for obtaining PAN CARD (subject to condition as per Clause No. 5.2).
- Proof of Permanent Address (Voter's ID/Aadhaar Card/Passport/ Driving License/Ration Card/ Bank Statement/ Passbook/ Electricity Bill/Telephone Bill/Property Tax Assessment Bill/Certificate of Local Municipality or Municipal Corporation/CEO of Local Municipality or Municipal Corporation/ Councilor/ Panchayat Pradhan).
- Each document that is being submitted should be self-attested and should also contain the Applicants name, contact number and Application number written on and/or behind it.
- Affidavit (format attached herewith)

8.7. The nomenclature of the Apartment is as follows: Apartment number C/238/0301 means it is in Cluster C, Stair case number 238, 3rd Floor, Apartment number 01.

8.8. The date of provisional allotment letter sent by BSHDPL will be considered as the date of provisional allotment for all relevant purposes for all the Allottee(s).

**8.9 Any preference expressed for any particular apartment/floor and/or parking will not be entertained.**

## 9. REFUND SUBSEQUENT TO SCRUTINY & REJECTION/CANCELLATION

9.1 The Draw of Lots shall be held only on the basis of Declaration given by the applicants, to select the successful candidates. Based on subsequent screening of all documents for successful candidates, rejection may take place due to non-fulfillment of eligibility criteria and/or terms as stated in this General Terms & Conditions (GTC). If at a later date, it is found that the applicant has applied although he/she was not eligible as per the conditions mentioned herein, or has submitted false Declaration and Affidavit including quoting wrong PAN number or whatsoever, the application(s)/ allotment(s) will be rejected /cancelled summarily without any intimation. In case documents are not submitted by the Waitlist applicant (s) then the application will be treated as rejected and application money will be refunded as per the terms stated in GTC.

9.2 In case multiple applications are received from any individual, such applications would be marked void and summarily cancelled without any intimation.

Moreover if by any chance multiple allotments are made in the Draw of Lots to a particular applicant(s) who has submitted multiple applications, in such cases all the allotments to the particular applicant(s) would be cancelled.

9.3 The Applications and Documentary Evidence of Income of Successful and waiting list applicants shall be subject to scrutiny, and if found incomplete or deficient in any respect and/or regarding eligibility and not accompanied by relevant documentary evidence will be liable to be rejected and no intimation will be sent to the applicant for the incomplete details.

9.4 Applications containing information about the applicant if found false are liable to be summarily rejected and allotment shall stand cancelled whenever such defects/ false statements are detected at any point of time even if allotment has been made.

9.5 Any instance of application due to deliberate submission of defective documents including photo copy of application form/pay-in-slip shall be liable to rejection without prior intimation.

9.6 Wherever allotments are cancelled due to reasons mentioned above, the application money as well as subsequent installment moneys shall be refunded after deduction of necessary Service Charges together with Service Tax (if any) and/or any other any other taxes, duties, levies, cess (if any) as mentioned in Clause No. 10. This will be without prejudice to BSHDPL's right to take such other action as may be permissible in law.

9.7 All such refunds shall be payable through Online Bank Account Transfer to the Bank Account of the Applicant (s) (as per the details provided in the Blank cancelled CTS Cheque submitted by the Sole/ First Applicant along with the Application Form).

## 10. WITHDRAWAL OF APPLICATION/CANCELLATION OF BOOKING.

### 10.1 Before Allotment :

Applicants may withdraw application money within 60 days from the last date of receipt of applications or 7 days before the date of draw of lots, whichever is earlier and may get refund of the application money without any interest and after deduction of service charges as given below:

- i.) Spandan Rs. 8,500/-
- ii.) Spriha Rs. 22,500/-

### 10.2 After Allotment

Applicants are free to withdraw their applications and cancel their booking at any time even after being successful in the draw of lots but before making payment of the final consideration of flat and parking (if any). In such case, the total deposit or installments paid by the Allottee(s) will be refunded without any interest and after deduction of service charges as given below:

- i) Spandan Rs. 25,000/-
- ii) Spriha Rs. 75,000/-

### Note:

- i) Refund of deposited amount shall be made within 60 days from the date of receipt of application for such withdrawal / cancellation.
- ii) Service charges are subject to Service taxes (as applicable) and/or any other taxes, duties, levies, cess (if any), which shall also be deducted in addition to the aforementioned Service charge.



**Refund to waitlist quota Applicants** – Applicants in the waitlist quota will have the option to opt out/ withdraw from the said quota within 90 days from the date of Draw of Lots. In such case the entire amount of application money will be refunded to the applicant without deduction of any service charges (along with the service taxes at prevailing rates) and/or any other taxes, duties, levies, cess (if any), within 45 days from the date of receipt of request for such withdrawal. However, if any applicant (from waitlist quota) denies / rejects to take the apartment offered to him/her/them, service charges (along with the service taxes at prevailing rates) as mentioned above in Clause No.10 will be applicable. BSHDPL will refund the application money after the said deduction within 45 days from the date of receipt of request for such refusal / denial from the applicant.

## 11. DEMISE OF APPLICANT :

### 11.1. Before Allotment:

- i) Sole Applicant: The application shall stand cancelled. The application money shall be refunded to the legal heirs of the deceased applicant on submission of necessary documents to BSHDPL to its satisfaction without any deduction of Service Charges.
- ii) Joint Application: In case of sudden demise of one of the joint applicants, the surviving applicant would be treated as sole applicant only upon submission and/or production of necessary documents by the surviving applicant to BSHDPL and no addition or change shall be entertained in this regard.
- iii) Waitlist Applicant: In case of sole applicant, the application shall stand cancelled and the application money shall be refunded to the legal heirs of the deceased applicant on submission of sufficient documentary evidences without any deduction of Service Charges. In case of joint application please refer Clause No. 11.1(ii) above.

**11.2. After Draw of Lots /Allotment:** In case of sudden demise of an Allottee(s) (in case of both Sole or Joint Allotment), BSHDPL should be informed of the incidence of demise within 45 days from the date of Draw of Lots, alongwith a copy of the death certificate and other necessary documents as required by BSHDPL. However, the heir(s)/heiress(s) of the deceased Allottee(s) will be entitled to obtain allotment of the said apartment in his/her/their favour subject to the production of necessary documents of representations to title as may be required by BSHDPL in this regard including Probate, letters of administration and Succession Certificate and/or other appropriate court order(s) as per applicable Indian Law and production of appropriate documentary evidences along with all other necessary documents within a reasonable time. The legal heirs/heiress of the deceased Allottee(s) shall have to comply with all the documentations as required by BSHDPL for such fresh allotment in his/her/ their name(s) in place of the deceased. He/She/They shall also be entitled to the execution and registration of the Deed of Conveyance in his/her/their favour in respect of the said apartment subject however to the production of necessary documents of representation to the title as aforesaid. The substituted allottee shall have to comply with all the documentation as required by BSHDPL before getting allotment of the said apartment. **A transfer fee for transfer of name to the surviving legal heir may be charged together with applicable service tax (if any).** Substitution of allotment of apartment and/or parking space(s) may be made at the discretion of BSHDPL and the decision of BSHDPL in this regard shall be final and conclusive. Only those cases will be considered where payment has been made up-to-date as per the payment schedule by the Allottee(s) during his/her lifetime. In addition, the legal heir(s)/heiress(s) of the deceased Allottee(s) shall have to comply with all statutory formalities, payment of allotment money, installments, final payments and payment of transfer fee (if any) along with all accumulated interest, taxes, charges, duties, levies, cess (if any) and all other documents as may be required by BSHDPL for such transfer of allotment. BSHDPL reserves the right to refuse and/or reject any application of any person for transfer of allotment if BSHDPL is not satisfied on the basis of the documents produced before them and the decision of BSHDPL shall be final and binding in this regard.

**12. DELAY IN PAYMENT OF INSTALLMENT OR OTHER DUES**

12.1 It shall be incumbent on the Allottee(s) to comply with the terms of payment (as mentioned in Provisional Allotment letter) in respect of the Apartments, Parking Spaces and also any other sums payable under this General Terms & Conditions.

12.2 Payment of allotment money is required to be made within the date of payment as stipulated in the Provisional Allotment letter. No extension of time will be allowed for payment of allotment money. In case the payment is delayed, the allotment shall get automatically cancelled, the application money will be refunded to the Allottee(s) without any interest and after deduction of the applicable service charges (along with the service taxes at prevailing rates) and/or any other taxes, duties, levies, cess (if any), as mentioned in Clause No. 10. The decision of BSHDPL in this regard shall be final and binding and will have to be abided by the Allottee(s). In such an event the Allottee(s) shall have no right, title, interests, claims, demand and/or lien on the apartment.

12.3 Payment of installments, final payment and all other dues shall have to be made within the due date of payment as stipulated in the Provisional Allotment Letter and the Intimation for Possession Letter. No further communication shall be sent as reminder for payment of installments. In case Installment payment(s) are delayed beyond scheduled dates, the Allottee(s) shall have to pay interest on the amounts due, outstanding and payable in respect of any installment for the Flat and Parking Space @ 15% per annum from the date on which the amount falls due, both days inclusive. Delay in payment beyond sixty days from the scheduled date as mentioned in the Provisional Allotment Letter and Intimation for Possession, shall not be accepted. In case of such delay, the allotment shall be cancelled forthwith with intimation to the Allottee(s) as referred in Clause No. 27. In case of such cancellation the total deposit or installments will be refunded to the Allottee(s) without any interest and after deduction of the applicable service charges (along with the service taxes at prevailing rates) and/or any other taxes, duties, levies, cess (if any), as mentioned in Clause No. 10. In such an event the Allottee(s) shall have no right, title, interests, claims, demand and/or lien on the apartment. Payment of the last installment has to be made within the date specified in the Intimation for Possession.

**13. ALLOTMENT OF TWO & FOUR WHEELER PARKING SPACES:**

13.1 One number of Two Wheeler Parking Space (in-stilt) is mandatory for each Spandan Allottee(s) only. Four Wheeler Parking Space (Instilt/Open) are optional for both Spandan and Spriha Allottee(s). It may be noted that the availability of Four Wheeler Parking Space (In stilt/Open) in Shukhobrishti is limited and will be allotted through a draw of lots subsequent to a firm allotment of an Apartment in Shukhobrishti. The price and payment schedule of the said Parking Space will be intimated to the Allottee(s) at a subsequent date after getting a firm allotment of an Apartment in Shukhobrishti.

13.2 The total number of parking spaces available will be determined subsequent to a firm allotment of an Apartment in Shukhobrishti. In case of an over subscription in the application for allotment of Parking Space, the same will be allotted through a process of draw of lots which would be conducted through an internal process of draw of lots. The Applicants successful in draw of lots will be intimated by a Provisional Allotment Letter for Parking Space(s) alongwith the payment schedule. Delay in payment of Allotment money for the parking space(s) beyond the stipulated period as mentioned in the Provisional Allotment Letter shall not be accepted and allotment of such parking space will be cancelled. In case any parking spaces is cancelled/withdrawn, it shall remain with BSHDPL and BSHDPL reserves the right to allot these parking spaces at its own discretion.

13.3 No request for change in allotted parking space (if any) therein shall be entertained under any circumstances.

13.4 Allottee(s) shall use the parking space or any part thereof only for purposes for parking of two-wheeler vehicle/Light Motor Vehicles (depending upon the parking space allotted) only and strictly for no other purpose. Please be informed that Allottee(s) can park only one vehicle under all circumstances. As the parking spaces are integral amenity to the Apartments, the Allottee(s) shall not be entitled to separately transfer and/or deal with parking space(s) independent of the Apartment, for any other usage. No Parking Space shall be allowed to be encased either by a wall / mesh or by any other structure.

13.5 All other terms and conditions in relation to the usage of parking space shall be stated in the Parking Allotment letter.

#### 14. POSSESSION

14.1 BSHDPL shall endeavor to give possession of the Apartments and Parking Space/s (if any) in the manner as given below:

Spandan - within 24 months from the date of allotment of the Apartments as and when ready for possession.

Spriha - within 36 months from the date of allotment of the Apartments as and when ready for possession.

14.2 However, the handover of Apartment and/or Parking Space(s) is subject to:-

- Payment by the Allottee(s) of all dues in respect of the allotted Apartment and Parking space (s) including Stamp Duty, Registration Fee and any other applicable charges including statutory charges, taxes, duties, levies, cess etc as applicable under the Indian Law from time to time.
- Physical possession of the Apartments shall be withheld if all dues are not paid by the Allottee(s).

#### 15. FORCE MAJEURE:

15.1. Force majeure events which shall, inter alia, mean and include (but not to be limited to) Act of God / Nature, non-availability or irregular availability of essential input materials, strike by contractor/ construction agencies employed / to be employed, litigation, non availability of statutory sanctions as per any local acts, public rules, non availability of peripheral infrastructural activities, change of Government and/or any Statutory Agency's unlawful or discriminatory delay, modification, denial or refusal to grant renew or revocation of any required permits, riots, strike, bandh or civil commotion, non-availability of venue for conducting Draw of Lot, injunction, court order or direction from any governmental authority that prevents or restricts BSHDPL from complying with any or all the terms and conditions as stated in this GTC or such other reasons beyond the control of BSHDPL.

15.2. BSHDPL shall not be held responsible or liable for non-observance of any of the terms of this General Terms and Conditions (hereinafter referred to as "GTC") and/or due to the failure or delay in conducting Draw of Lots, handing over of the possession of the Apartment and/or parking space as a consequence of an event or circumstance of Force Majeure for so long as that event or circumstance of Force Majeure is in effect and continuing.

15.3. In the event of any circumstance of Force Majeure causing a delay in the performance of any obligations to be performed by BSHDPL in terms of GTC then the period for performing such obligations shall be extended to the extent necessary to compensate for the delay.

15.4. It is made clear that the delivery of possession will be extended for a period equal to the duration of any event or circumstance of Force Majeure and BSHDPL shall not be liable and/or responsible for any delay or default or non-performance of any obligation due to the Force Majeure reasons as aforesaid.

## 16. DELAY IN TAKING POSSESSION

16.1 BSHDPL shall intimate the Allottee(s) regarding the date of handing over possession of his/her/their Apartment and related formalities through Intimation for Possession, which will have a cut off date for taking possession (Deemed Date of Possession). In case the Allottee(s) fails to take possession of his/her/their Apartment within Deemed Date of Possession, the handing over possession of the Apartment shall be deemed to have taken place on the Deemed Date of Possession, irrespective of the date when the Allottee(s) takes physical possession of the Apartment.

16.2 In case the Allottee(s) fails to take possession of his/her/their Apartments within the Deemed Date of Possession as stipulated in the Intimation for Possession, Allottee(s) shall be liable to pay GUARDING CHARGES @ Rs. 500/- (Rupees Five hundred only) per month or part thereof (along with the service taxes at prevailing rates) and/or any other taxes, duties, levies, cess (if any); for Spandan Apartments and @ Rs. 1500/- (Rupees One thousand five hundred only) per month or part thereof (along with the service taxes at prevailing rates) and/or any other taxes, duties, levies, cess (if any); for Spriha Apartments from the Deemed Date Of Possession to the actual date when the physical possession is taken by the Allottee(s), both days inclusive or such other date as decided by BSHDPL upto a maximum of 12 (twelve) Months. Such Guarding Charges will be applicable over and above the interest amount, if any, and payable at the time of taking possession of his/her/their Apartments. Delay in taking possession of the Apartment by the Allottee(s) beyond 12 (twelve) months from the due date shall not be accepted. In case of such delay, the allotment shall stand cancelled. In case of such cancellation, BSHDPL shall refund the money paid by the Allottee(s) to BSHDPL without interest after deduction of service charges @ 10 % of the paid consideration (along with the service taxes at prevailing rates) and/or any other taxes, duties, levies, cess (if any), of the Apartment and Parking space (if any). All taxes (like Municipal Tax), levies, duties, cess (if any) in relation to the said Apartment will be charged to the Allottee(s) from the Deemed Date of Possession, as mentioned in Intimation of Possession in spite of his/her/their taking possession at a later date.

## 17. TRANSFER OF PROVISIONAL ALLOTMENT OF APARTMENTS:-

17.1 The Allottee(s) shall not be eligible to transfer their interest in allotted units under any circumstances prior to the registration of their Deed of Conveyance pertaining to the Apartment.

17.2 All allotment (Including transfer of allotment incase of demise of original Applicant/Allottee as mentioned above in Clause No. 11) shall further be subject to terms mentioned in the GTC, Provisional Allotment Letter, Intimation of Possession and any other terms and conditions pertaining to the apartment and parking space. The transferee of the allotments will have to abide by all terms and conditions as mentioned in this GTC.

## 18. DOCUMENTATION (EXECUTION OF DEED OF CONVEYANCE AND REGISTRATION OF APARTMENT)

18.1 The Deed of Conveyance of the Apartments in Shukhobrishti will be drafted by BSHDPL or its solicitors/advocates and shall be in such form and shall contain such particulars as may be approved by WBHIDCO Ltd. & BSHDPL. No request for any changes, whatsoever, in the said deed will be



entertained, unless such changes are required to cure any gross mistake or typographical or arithmetical error. The Allottee(s) will be required to make themselves available and complete necessary formalities including Execution and Registration of the Deed of Conveyance of their Apartments at the venue, date and time intimated by BSHDPL in advance, failing which neither WBHIDCO Ltd. nor BSHDPL will be held liable for registration of conveyance in favour of the Allottee(s). In case due to the absence of the Allottee(s), the registration cannot be done on a scheduled date then the registration of the Deed of Conveyance may be done at a future date subject to the convenience of BSHDPL, concerned Registrar/Sub-Registrar and the said Allottee(s) shall be liable to pay the additional amount (if any) which may have to be paid and/or incurred towards stamp duty, registration fees and/or any other expenses to be incurred in this regard.

18.2 All the Allottee(s) will be required to become members of the Apartment Owners' Association of Shukhobrishti under The West Bengal Apartment Ownership Act 1972 (or such other Body to be formed at the sole discretion of the BSHDPL and in accordance with the applicable Acts, Rules and Bye Laws), as and when called by BSHDPL. BSHDPL shall facilitate the formation of Apartment Owners Association. Allottee(s) shall have to comply with the required documentation in this regard. An amount of Rs.500/- (Rupees Five Hundred) only together with Service Tax at prevailing rates, shall be payable by the Allottee(s) for such purposes, prior to possession, as and when asked to do so.

18.3. The Stamp Duty and the Registration Fees shall be paid by the Allottee(s) as may be determined/ assessed by the concerned Registrar/Sub-Registrar/Additional-Sub-Registrar as per the applicable laws for the time being in force and Legal Fees @ 1% of the sale value of Apartment and Parking space(s), Service Taxes (if any) and any other costs of and incidental to and for execution and registration of the Deed of Conveyance shall be borne and paid by the Allottee(s) prior to possession by the Allottee(s) as and when asked to do so. All existing and future statutory charges towards Taxes/ Duties/ Levies/ Cess payable to statutory authorities due to subsequent legislation is payable by the Allottee(s).

18.4 The Allottee(s) will have to be present in person at the time of taking possession of the Apartment, execution and registration of the Deed of Conveyance in his/her/their favour. In cases wherein the Allottee(s) is unable to attend in person for taking possession of the Apartment, and /or execution and registration of the Deed of Conveyance for his/ her/ their Apartment, a Registered Power of Attorney (POA) in favour of his/ her/ their authorized representative may be submitted. However, the Allottee(s) is requested to follow the standard format which would be issued by BSHDPL and no addition or alteration to the standard POA format shall be accepted. The standard POA format shall be issued to the Allottee(s) on application for the same and the Registered Power of Attorney (POA) needs to be submitted to BSHDPL, at least a week before the date of possession/ execution and/or registration.

18.5 BSHDPL through an authorized signatory will execute Deed of conveyance or other papers and/or documents for transfer of the said Apartment in favour of the allottee upon the allottee's complying with all the terms and conditions herein stated.

## 19. RECREATIONAL FACILITY

19.1 BSHDPL proposes to set up Social and Sports/Recreational Facility (RF) for the owners of Spandan and Spriha. The RF's shall be owned and managed by BSHDPL either by itself or through its nominated agency or by any separate independent body or entity, from the date of commencement of operation of the RF's.

19.2 Allottee(s) will be given the option to apply for the RF membership on payment of membership fee to be decided at the time of offer of the same.

19.3 It is expected that the amenities at the RF's are expected to be operational within 6 (Six) months from the date of completion of the last phase of the project, that is complete handing over of all apartments.

19.4 A detailed terms and conditions for using the RF shall be sent to the Allottee(s) before the RF is made operational.

## 20. COMMUNITY CENTER

20.1 There will be a Community Center for the Shukhobrishti Project.

20.2 The facility would be made available on a pay and use basis.

It is expected that the Community Center is expected to be operational within 6 (Six) months from the date of completion of the last phase of the project, that is complete handing over of all apartments.

## 21. COMMON AREAS & FACILITIES

The common areas shall be ready for use as and when completed by BSHDPL and shall be completed even after the issuance of the Intimation for Possession. The allottee shall have no objection for BSHDPL to carrying out work in the common areas and facilities and other unfinished apartments after taking over possession of the said Apartment.

**Maintenance Agreement:** That the Allottee(s) taking possession of the Apartment automatically confirm by taking possession of the Apartment that BSHDPL shall maintain the common areas and facilities of the complex for a period of 12 months from the Deemed date of possession either by itself or through its nominated maintenance agency.

## 22. MAINTENANCE RATE

22.1 Interim Maintenance: BSHDPL shall by itself or through its nominated maintenance agency will maintain the entire common areas and facilities for a period of 12 months, to be reckoned from the Deemed Date of Possession.

22.2 The Allottees shall be required to pay a consolidated amount of **Rs.700/-** per month (excluding Service Tax) for Spandan Allottee(s) and an amount of **Rs.1700/-** per month (excluding Service Tax) for Spriha Allottee(s) towards maintenance cost of common areas and facilities for a maximum period upto 12 months at the time of Final payment for the Apartment. However, any surplus or deficit arising there from shall be on account of BSHDPL. BSHDPL will not be under any obligation to produce any receipt and payment concerning usage/ handling of the said maintenance charges details to the Apartment Owner's Association/ Body. In subsequent periods the said Maintenance Costs of Common Areas and Facilities will be payable to Apartment Owner's Association/ Body.

22.3 In the event of such Association/ Body as aforesaid not having been constituted even after the expiry of aforesaid period of 12 months, the responsibility of maintenance of Common Areas and Facilities will lie with BSHDPL or its nominated Maintenance Agency till such time the Association/

Body is formed. In such an event BSHDPL has the discretion to decide the maintenance charges for duly extended period without consultation with the Apartment Owners and that the maintenance charges for the extended period shall be payable by the apartment owner, collected in advance for a period of one year or any part thereof to BSHDPL or its nominated agency, at a rate as intimated by BSHDPL at that point of time.

22.4 In case of delay in payment of maintenance charges, the Allottee(s) shall be liable to pay interest at the rate of 15% Per Annum from the date on which the amount falls due, to the date of payment, both days inclusive.

22.5 **SCOPE OF MAINTENANCE:** That the scope of Maintenance and general upkeep of various common services within the Building shall broadly include maintenance of Fire Fighting system/ arrangement, Garbage disposal & upkeep of Common areas, Watersupply pumping station, Sewerage disposal system, Common area lighting for the Shukhobrishti Project, as also Operation and Maintenance of Lifts (for Spriha apartments only), Operation and Maintenance of Diesel Generators including fuels (for Spriha apartments only). The Services outside the Apartment but within the Complex shall also broadly include Maintenance and upkeep of internal roads, pathways, boundary walls / Fencing, Horticulture, Drainage system, Common Area lighting, Water supply, General Watch and ward within the Complex. Limited power backup facility (wherever applicable) shall also be provided for lighting common areas, stair case, for lifts, for pump operation and the consumption charges thereof shall be included in the monthly maintenance bills which the Allottee(s) would be liable to pay either to BSHDPL or its nominated maintenance agency and then subsequently to the Apartment Owner's Association as and when it is formed.

### 23. MAINTENANCE CORPUS DEPOSIT:

The Spandan Allottee(s) shall be required to pay to BSHDPL a sum of Rs. 6,400/- (Rupees Six thousand Four Hundred) only and the Spriha Allottee(s) shall be required to pay to BSHDPL a sum of Rs. 13,800/- (Rupees Thirteen Thousand Eight Hundred) only towards Maintenance Corpus Deposit which will be created for replacement, refurbishing, major repairs of the plants and equipments, and painting of external facade of the building at every 5 (five) year interval and also towards any unforeseen contingency in future. The said maintenance corpus deposit after adjustment of dues, if any, will be transferred to the Apartment Owner's Association/ Body after its formation without any interest.

### 24. ELECTRICITY, WATER, WATER CONNECTION CHARGES AND MAINTENANCE DEPOSIT:

It may be noted that any deposit paid by BSHDPL to any statutory body such as West Bengal State Electricity Board (“**WBSEB**”), New Town Electric Supply Company Ltd. (“**NTESCL**”), West Bengal State Electricity Distribution Company Ltd. (“**WBSUEDCL**”), Public Health Engineering Department (“**PHE**”), New Town Kolkata Development Authority (“**NKDA**”), West Bengal Housing Infrastructure Development Corporation Ltd. (“**WBHIDCO**”), etc. for any service connections such as electricity, water supply, drainage, sewerage etc for common area shall be borne and payable by the Allottee(s) in proportion of the area of their respective Apartments. BSHDPL shall be entitled to recover such deposits from its Allottee(s) along with taxes/duties/levies/cess etc. (if applicable). The exact amount recoverable from the Allottee(s) will be intimated to the Allottee(s) before handing over/ possession of the Apartment.

**25. DEFECT LIABILITY**

Any justified Construction defects would be rectified by BSHDPL free of cost for a period of 1 (one) year, to be reckoned from the Date of Possession or Deemed Date of Possession whichever is earlier. The following defects must be pointed out to the concerned department of BSHDPL at the time of taking possession of the Apartment. No Complaint will be entertained in regard to following cases afterwards:

- a) Cracks in sanitary ware like EWC and washbasin.
- b) Cracks in glass pane.
- c) Chipped off/ broken dado tiles or floor tiles
- d) Scratches in CP fittings and fixtures.
- e) Door Fixtures & Fittings.
- f) Electrical Fixtures & Fittings

**26. ADDITIONAL FACILITIES:**

26.1 BSHDPL shall develop a Shopping Arcade (comprising of Low and High end retail stores/ shops/ markets), Primary Schools , Health Care Center; provision/ daily needs corner stores all over the Complex etc. All these retail stores will be available for sale/lease at an appropriate time on commercial terms to be decided by BSHDPL.

26.2 In addition there is/will be open air Amphitheatre, hardscaping / soft scaping, jogging tracks, road side signages, children's play area etc. and these will be maintained by Apartment Owner's Association/Body, and they will be assisted for first 12 months by BSHDPL.

**27. BREACH:**

In the event, any Allottee(s) is in breach or fails to observe or comply with any terms, covenant or obligation contained in this "GTC" which breach or failure has not been cured or remedied within 30 (thirty) days from the receipt of written notice of such breach or failure then and in such event, BSHDPL shall have the right to cancel the allotment. Allotment of Apartment shall also stand cancelled under the circumstances as specified in Clause No. 12 hereinabove mentioned. In the event of such cancellation of allotment for any reason whatsoever, the Application Money, the Allotment Money, Installments, Security Deposits or any other amount received by BSHDPL will be returned to the Allottee(s) after deduction of interest, applicable penalties if any, receivable by BSHDPL and/or any other outstanding charges or amounts including (but not limited to) service charges (along with the service taxes at prevailing rates), any other taxes, duties, levies, cess (if any).

**28. GOVERNING LAW & JURISDICTION**

(i) The acceptance of the Provisional Allotment Letter along with this terms and conditions by the Allottee(s) shall be binding on both the parties and legal relationship between the Allottee(s) and BSHDPL shall be governed by the Laws of India.

(ii) All disputes/ issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts of Kolkata.

**29. ARBITRATION**

(i) All disputes/differences relating or arising out of or in connection with the allotment of the Apartment



shall be mutually discussed and settled between BSHDPL and Allottee(s) respectively. However, disputes which cannot be settled amicably shall be finally decided and resolved by Arbitration in accordance with the provisions of the Arbitration & Conciliation Act 1996 and any subsequent amendments thereto. The matters requiring arbitration will be referred to a sole arbitrator appointed by BSHDPL in consultation with WBHIDCO, at Kolkata only. The proceedings of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable law.

### 30. **MUTATION OF THE APARTMENT:**

BSHDPL, at the request of the Apartment Owners' Association, for itself and on behalf of WBHIDCO may (but shall not be bound to) render necessary assistance for mutation of the Apartment(s) in the concerned Panchayat/ Municipality in the names of the respective Allottee(s) at the costs and expenses of such Allottee(s)/ Association. BSHDPL however will not be held liable or responsible for any delay in mutation of names of the Allottee(s) as aforesaid.

### 31. **GENERAL**

31.1 It is understood that the applicant(s) has applied for allotment of the apartment with full knowledge and subject to all the laws, notification and rules applicable to the Shukhobrishti Mass Housing Complex area comprised of "Spriha" Block and "Spandan" Block in principle. It is further understood that the applicant(s) is fully satisfied himself/herself/themselves about the interest and the title of WBHIDCO, BSHDPL and Shapoorji Pallonji & Co. Pvt. Ltd. ("SPCPL") in the land on which Shukhobrishti Mass Housing Complex comprised of various apartments are/will be constructed.

31.2 The Allottee(s) agrees to abide by all applicable laws including local law, direction and notification of the concerned statutory authority and the terms and conditions contained herein governing the allotment to the Allottee(s).

31.3 The expression "allotment", wherever used herein, shall always mean "provisional allotment" and will remain so till such time a formal deed of transfer/ conveyance is executed and registered by BSHDPL in favour of the Allottee(s) for their respective Apartments and Parking spaces (if any).

31.4 Service Charge wherever mentioned shall attract Service Tax as applicable.

31.5 Any taxes/duties/cess/levies imposed by any Statutory Authority not mentioned anywhere in the General Terms and Conditions within or during the period shall be imposed, wherever applicable. Any change in existing rates of Taxes/Duties/Cess/Levies imposed by any Statutory Authority within or during the period, whether prospectively or retrospectively shall also be applicable as per statutory requirements.

31.6 No request for any discount/ waiver on any account whatsoever will be entertained by BSHDPL.

31.7 The Allottee(s) shall not use the said Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose.

31.8 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 other acts, deeds and things as BSHDPL may require in the interest of the complex and Apartment owners. In case of Joint Allottee(s), any document signed/accepted/ acknowledged by anyone of the Allottee(s) shall be binding upon the other Allottee(s).

31.9 The layout and building plans, specifications of the building(s)/complex and the Apartment(s) are tentative and are subject to variation. BSHDPL 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. However, the lockable area of the Apartment(s) may increase or decrease up to a maximum of 2%. **No complaint regarding changes in design, layout and accommodation shall be entertained by BSHDPL.**

31.10 BSHDPL will not entertain any request for modifications in the internal layouts, fittings/flooring etc., of the Apartment and also in the exterior façade of the building. Further the Allottee(s), after taking possession of the apartment, shall not tamper/modify any structural components in the Apartment e.g. reinforced concrete beams/ columns/ floor and roof slabs/ lintels/external walls/ column abutted internal walls, not to tamper any water proofing area etc. Alternations/ modifications in these areas are strictly prohibited as this may cause serious damage to the stability to the building(s).

31.11 a) The Allottee(s) shall not divide, sub-divide or demolish any structure of the Apartment or any portion thereof or cause to make any new construction in the Apartment.

b) The allottee shall at no time even after the completion of the residential complex and formation of association claim any right thereto or deprive such user, occupier and/or allottee of any other Apartment. It is understood that such allotment has been made to provide privacy or for better utilization of the respective Apartments.

31.12 After taking the possession, the Allottee(s) may do the Non structural changes/aesthetical changes subject to prior approval and consent of BSHDPL and/or Apartment Owners' Association / Body formed/ to be formed in accordance with the provisions of West Bengal Apartment Ownership Act 1972. The Allottee(s) shall not make any such additions or alterations in the Apartment that may cause blockage or interruption in the smooth flow of common areas and facilities within the complex and/or to cause damage or encroachment on the structures of the building(s) in the complex.

31.13 Complaints, if any, regarding damages/defects fittings and fixtures, etc provided in the Apartments will be required to be brought to the notice of BSHDPL on the Date of Possession of the Apartment. BSHDPL 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 possession of the Apartments on "as is where is" basis. In the event of leakage/damage caused in other apartments or common areas on account of internal work done by the Allottee(s) in his/her/their apartment, the Allottee(s) shall have to make good the damage caused in such apartments/common area at his/her/their expense under the supervision of BSHDPL.

31.14 Water supply will be made available by New Town Water Supply Scheme or other agency as approved by WBHIDCO. After handing over of the common areas and facilities of the project, the concerned Apartment Owners' Associations/ Body shall be solely responsible for maintenance of the pump house and waterline grid within the "cluster level" and "campus level". However, certain infrastructure may be common with all dwelling units within the complex of Shukhobrishti, the maintenance and/or ownership of which will lie in the hands of an apex body of society/association so formed or through any other arrangement which BSHDPL may suggest in consultation with WBHIDCO.

31.15 Arrangement for disposal of the sanitary, sewerage and storm water will be made to the nearest off-site facility as provided by WBHIDCO and/or its Nominated agency.

31.16 At any given point of time there arises a situation in future wherein additional cost is required to be paid for the land to WBHIDCO under any statutory order as per the law of the land, the proportionate additional cost would be payable by each Allottee(s) at that point of time.

31.17 Internal wiring for electrification will be provided for each Apartment. However, the Allottee(s) will have to apply to New Town Electric Supply Company Limited/ WBSEB individually, for obtaining supply of power and the meter for their respective Apartments. The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same, to New Town Electric Supply Company Limited / WBSEB. BSHDPL shall facilitate to do the needful.

31.18 The furnitures and fittings layouts shown/mentioned in the floor plans and/or in the brochure, publicity material etc. is merely illustrative. BSHDPL is in no way responsible for such provisional fitment of it and cost of it is not included in the cost of Apartments.

31.19 Application in the prescribed form as contained in the Application Kit/ Brochure is subject to the general terms and conditions stated herein and also in other parts of the brochure.

31.20 Bank have merely agreed to be the collecting banker for the issue of application form/ brochures and/or installment payments as prescribed by BSHDPL and they are not involved/responsible for the ultimate objective of the scheme or financial status of BSHDPL.

31.21 All correspondence will be made with applicants at the address for correspondence on BSHDPL's record as indicated in the application form, unless changed. Any change of address, contact numbers will have to be notified in writing to BSHDPL at its Kolkata Regional Office and acknowledgement obtained for such change. In case there are joint Allottee(s), all communication shall be sent by BSHDPL to the first Allottee(s) and which shall for all purposes be considered as served on both Allottee(s).

31.22 BSHDPL shall have the right to raise finance from any Bank/Financial Institution/body corporate and to secure such borrowings/loans, BSHDPL shall also have the right to create mortgage and/or charge as may be required by the Lender(s) over and in respect of Shukhobrishti Mass Housing Complex/its construction or any part or parts thereof, in favour of one or more Lender(s)/Financial Institution(s) and for such mortgage/charge etc, the Allottee(s) shall have no objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of charge/mortgage during the construction/development of Shukhobrishti Mass Housing Complex. Notwithstanding the foregoing BSHDPL undertakes to get such charge/mortgage, if created, released in respect of the allotted apartment before execution of the Deed of Conveyance in favour of the Allottee(s). Presently the project is mortgaged in favour of RBL Bank Ltd, SVC Bank and South Indian Bank.

31.23 Any registration related expenses on account of 2nd time /repeat visit of Registrar officials whether on account of death or any other reason for which BSHDPL is not responsible would be recoverable from the concerned allottees in whose name registration would be carried. Registration formalities in such cases would be completed subject to recovery of such charges from the concerned allottee.

31.24 The Allottee(s) shall indemnify and keep BSHDPL/WBHIDCO indemnified against any loss or damage which may be caused to Shukhobrishti Mass Housing Complex or any part or parts thereof as a result of any accident, mob-frenzy etc. at the apartment(s) of the Allottee(s) by virtue of any willful omission or default on the part of the Allottee(s) or any of its servants, employees or agents.

31.25 If for any reason whatsoever, BSHDPL is not in a position to offer the allotted apartment to the Allottee(s) then in such event, BSHDPL shall offer to the concerned Allottee(s) any alternative apartment or refund the amount in full with simple interest @ 12% per annum without any further liability to pay damages or compensation of any nature whatsoever.

31.26 BSHDPL, however in consultation with WBHIDCO, may change, add, delete, alter or relax any of the conditions stated therein with retrospective effect and also in other parts of the brochure including all documents /inserts which are contained in and form part of the brochure. It also reserves the right to reject any application, stating valid reasons to the Applicant for such rejection.

31.27 BSHDPL shall provide a detailed Do's & Don'ts of Shukhobrishti during the handing over possession of apartment to the Allottee(s). Please note the same is to be adhered to at all times.

31.28 The Allottee(s) hereby gives consent to BSHDPL that BSHDPL shall have full right, title, interest to use and utilize the additional FSI/FAR in respect of the land which may be made available by the authorities concerned even after the Deed of Conveyance of the apartment has been executed and the Allottee(s) or any member of Association shall not raise any objection of whatsoever nature for the same.

31.29 That the Allottee(s) shall carry out the maintenance and interiors of the Apartment at its own cost. The insurance of the Apartment as well as the interiors of the Apartment shall be the responsibility of the Allottee(s) and BSHDPL shall not in any case be held liable for any damage or loss occurred on account of any neglect or omission of the Allottee(s) or any act of the third party. On taking possession of Apartments, it will be the responsibility of the Allottee(s)/ Apartment Owner's Association to take insurance cover for all buildings to cover any risks against damages whatsoever. Where any Allottee fails to take possession within the due date of possession, then liability of the concerned allottee for such insurance coverage would be effective from the deemed date of possession.

31.30 The forms should be filled in English, and forms filled in any other language other than English would be disqualified.

31.31 The failure of BSHDPL to enforce at anytime or for any period any one or more of these Terms and Conditions as specified in the General Terms and Conditions shall not imply either its waiver or right at anytime subsequently to enforce all Terms and Conditions.

31.32 The last date for sale of brochure and application form may be extended at the discretion of BSHDPL.

31.33 BSHDPL and/or its affiliates, officers, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, delay, damage suffered by any applicant/Allottee(s) due to loss of documents, delay in postal services and or any eventualities beyond the control of BSHDPL.

31.34. BSHDPL will be entitled to carve out certain portion and common areas and facilities in the residential complex and allot them as a right/space to specific apartment for the exclusive use of allottees of the Apartment and the decision of BSHDPL shall be final and conclusive in this regard.



31.35 After formation of the Associations for Apartment Owners, maintenance charges for Apartments and Parking Space would be determined by the concerned Association. In case an Allottee(s) is allotted a Parking Space in a Cluster or Building Space different from that of the Apartment, the maintenance charges would be determined by the concerned Associations responsible for such Clusters or Buildings.

31.36. Under exceptional circumstances, BSHDPL at its discretion, may refund Application Money/ Cancellation Money through Demand Draft/Pay Order and send it through Speed Post/Registered Post to the respective applicant at the address of correspondence as mentioned in the application form.

31.37. BSHDPL shall have the right to recover/ claim any excess money that has been refunded to the Applicant due to any inadvertent reason.

31.38. In case the blank cancelled CTS Cheque submitted by the First/ Sole Applicant of his/her Bank Account gets misplaced and/or lost in transit then the Applicant shall be bound to deposit another blank cancelled cheque on request of BSHDPL.

NOTE:

1. **Successful Applicants in “Draw of Lots” as well as waitlist applicants should mandatorily submit the documents within 30 Days from the date of Draw of Lots otherwise the said application shall be treated as cancelled.**
2. All efforts will be made by BSHDPL to make provisional allotment of Apartment within 90 (NINETY) DAYS from the date of draw of lots.
3. All offline submission of application forms and/or application money, needs to be deposited in the designated branches of the Bank as per the list mentioned hereinbefore.
4. No CASH payment or payment by Cheque will be accepted. Only Demand Drafts / Bank’s Pay Order or online account transfer (if provided) will be accepted. Multiple DD/Pay Order will not be accepted.
5. DEMAND DRAFTS / PAY ORDERS must be drawn in favour of “BSHDPL SPANDAN PHASE 6” for Spandan applicants and in favour of “BSHDPL SPRIHA PHASE 6” for Spriha applicants. DEMAND DRAFTS /PAY ORDERS shall be payable at Kolkata or respective place of submission of Application Form if outside Kolkata. Online payment should be made at [www.shukhobrishti.com](http://www.shukhobrishti.com).
6. Applicants name (in BLOCK letters), contact number and application number should be clearly mentioned on the back of the demand draft as well as on the photo copy of the same.
7. In a situation where any of the documents are untraceable/ misplaced. BSHDPL reserves the right of asking the applicant to serve the documents once again and also the right to reject the application if the same is not provided.

**AFFIDAVIT**  
(On minimum Rs. 20/- Non Judicial Stamp Paper)

To be sworn before 1st Class Judicial MAGISTRATE/EXECUTIVE Magistrate/Notary Public/or any other person authorized to swear under the Oaths Act 1889.

I/We .....  
son/daughter/wife of ..... and .....  
son/daughter/wife of ....., by faith ..... by occupation .....  
aged about ..... years & ..... years (respectively ), (both) permanently  
residing at .....

do hereby solemnly affirm and state as follows:-

1. That neither I nor my joint Allottee (if any) jointly or severally owns any apartment in any previous phase of Shukhobrishti. I/We shall have no claim on Bengal Shapoorji Housing Development Pvt. Ltd. ("BSHDPL") in case apartment/parking space(s) is not allotted to me/us for any reason whatsoever.
2. That no one in my family and/or in the family of my joint allottee (if any) owns any apartment in any previous phase of Shukhobrishti..
3. I/We am/are an adult/s and an Indian citizen/s and resident and shall use the apartment for residential purpose only.
4. That my/our average monthly gross family income from all sources is .....
5. That I/We had/have applied for an Apartment at Shukhobrishti vide Application Number .....
6. That I/We had/have read and understood the terms and conditions in the General Terms and Conditions including the price and payment schedule. I/We do hereby declare that I/We shall abide by them as also may be prescribed by BSHDPL in future. I/We further agree to sign and execute the necessary documents with respect to Apartment, Parking Spaces (If any) and Association formation as and when advised by BSHDPL. I/We further agree that the Deed of Conveyance shall be duly executed and registered by WBHIDCO Ltd./BSHDPL and/or SPCPL in favour of us and shall be in such form and shall contain such particulars as approved by BSHDPL. I/ We also state that I/ We shall become member(s) of the Apartment Owners Association under the West Bengal Apartments Owners Act 1972. The rules/regulations/byelaws of such association will be approved by BSHDPL prior to submission of the same to the concerned authority.
7. I/We understand that the Bank is merely a collection agent for the project and in no way involved/responsible for the ultimate objectives/financial position of Bengal Shapoorji Housing Development Pvt. Ltd.
8. In case, any of my declaration is found false, at any point of time, before or after allotment, BSHDPL at its sole discretion shall cancel the application/allotment and take action as per the General Terms and Conditions.
9. I/We shall have no claim on BSHDPL in case of non-allotment of Apartment/Parking Space (as the case may be).

Nothing relevant has been concealed or suppressed. I am fully aware that relying on my/our presentations, BSHDPL may allot an Apartment and Parking Spaces (If any) in my/our favour. In case the above details are found to be incorrect/false at any stage even after allotment, BSHDPL at its sole discretion shall have the right to cancel the application/allotment and take necessary steps as mentioned in the GTC. I/We also undertake to inform BSHDPL of any future changes related to information and details given in the Application form.

That the statements made above are true and correct to the best of my/our knowledge and belief. I sign and swear this Affidavit on this the ..... Day of ..... 2016.

Deponent

Identified by me

Advocate

Before me



# Shukhobrishti

THE LARGEST MASS HOUSING PROJECT IN INDIA

## **Bengal Shapoorji Housing Development Pvt. Ltd.**

(A Group Company of Shapoorji Pallonji And Co. Pvt. Ltd.)

Mira Tower, 8th Floor, DN-27, Sector-V,

Salt Lake City, Kolkata - 700 091

Email : [kolkata.masshousing@shapoorji.com](mailto:kolkata.masshousing@shapoorji.com)

Website : [www.shukhobrishti.com](http://www.shukhobrishti.com)