

GENERAL TERMS AND CONDITIONS

FOR PURCHASE OF APARTMENTS AT

SUNRISE JUNCTION

Manasi & Archana

1. Sunrise Junction:

1.1 Housing Complex: Bengal Park Chambers Housing Development Limited having its registered office at 3/1, Dr U N Brahmachari Street, Kolkata – 700 017 (the “**Company**”), has constructed a housing complex on Baruipur Kulpi Road (near Krishnamohon Rail Station) at Mouza Kumarhat, J. L. No. 69, P. S. Baruipur, District – 24 Parganas (South) named **Sunrise Junction**. It has two Sectors one of which comprises apartments for persons in the middle-income group (the “**MANASI**”) and the other one will comprise apartments for persons in the lower income group (the “**ARCHANA**”).

1.2 Manasi & Archana:

1.2.1 Manasi: This Sector has 304 two bedroom Apartments with 650 Square Feet of Standard Built-up Area in 19 blocks of G+3 buildings (the "**Manasi Buildings**"). Indian nationals with monthly income up to Rs. 30,000/- will be eligible to purchase apartments in the Manasi Buildings. Out of 304 apartments, 289 apartments are already sold and only **15 apartments are un-allotted**.

1.2.2 Archana: This Sector has 144 One bedroom Apartments with 450 Square Feet of Covered Area in Nine blocks of G+3 building (the "**Archana Building**"). Indian nationals with monthly family income up to Rs. 30,000/- will be eligible to purchase apartments in the Archana Buildings. Out of 144 apartments, 137 apartments are sold and only **7 apartments are un-allotted**.

1.2.3 Joint Applications: Joint Applications by not more than two persons and who are related to each other as spouse or parent and dependent children will be entertained but in such a case the joint gross monthly income of the Applicants has to up to Rs. 30,000/- (Rupees Thirty Thousand only).

1.2.4 Parking Spaces: A limited number of open spaces for parking of cars will be provided to Apartment owners to the Applicants desiring to have a right to a Parking Space will be required to mention so in their Application Forms indicating their requirement for Car Parking Space. Only one medium sized cars will be permitted to be parked in the Parking Space for a car . In case of transfer of apartment, the right to use the Parking Space shall be automatically transferred along with the Apartment. The right to use the Parking Space under no circumstance is separately transferable. The right to use the Parking Space will not confer any right of ownership of the space on which such parking facility will be provided.

1.2.5 Un-allotted parking space, if any, shall continue to remain the property and in possession of Bengal Park Chambers Housing Development Ltd. It shall be at the discretion of Bengal Park Chambers Housing Development Ltd to allot/ use these un-allotted parking spaces as it may so decide at its sole discretion.

1.3 Allotment Letters: The Apartments and parking space, if any, will be provisionally allotted (the "**Allotment**") by the Company and will be intimated by the Company by Allotment Letters to the selected Applicants (the "**Allottees**") of the Apartment allotted to them. The Allotment will, inter-alia, contain the mode of payment (the "**Installments**") of the "**Payable Amounts**" being the aggregate of the Apartment Price, the Parking Space Price and the other amounts besides the Prices payable by the Allottees towards Deposits on various heads as mentioned hereunder.

2. Manner of Application:

2.1 The Applicants will be required to apply in the Application Form as prescribed in the Website of West Bengal Housing Board. The Applicants will be deemed to have read, understood and accepted all the terms, conditions, stipulations and instructions of this General Terms and Conditions and the Application Form.

2.2 During Application following documents need to be submitted by the applicant/s

2.2.1 Filled in Application Form with the Declaration.

2.2.2 Demand Draft/Pay Order alongwith dully filled Pay-in-Slip or Electronic payment, as may be applicable

3. Allotment Process:

2.3 The Company is committed to a fair, transparent and equitable method of Allotment of the Apartments by lottery if necessary as mentioned above within 60 (sixty) days from closing of the Application process, save in emergent circumstances, as per procedure which shall be elaborated at a later stage.

2.4 Only one Apartment will be allotted to one Applicant, or two persons in case of Joint Applications.

2.5 In the 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 in both type of Apartments. Apartments will be offered to them in the event of withdrawal or cancellation of successful applicants.

2.6 The Company reserves the right to dispose of any Apartment remains un-allotted after the Allotment Process is over in any manner deemed fit by it.

2.7 The Allotment will be subject to payment of the stipulated amounts and subsequent confirmation by the Company and subject to production of documents as detailed below. The Company may cancel any Application even after issuance of the Allotment Letter in the manner elaborated hereafter if any particular set forth in the Application Form is found to be incorrect.

2.7.1 Documentary evidence in support of Income

2.7.2 Affidavit (in the prescribed format attached hereto). Applicant's are required to get it notarised before a Notary Public or a 1st Class Magistrate before submission. (No deviation to prescribed format of Affidavit is allowed)

2.7.3 Self attested photocopy of PAN card.

2.7.4 Self attested photocopy of the Aadhar Card / Voter Id Card.

2.7.5 Documents submitted must carry Applicant's Name, Contact Number and Application Number.

2.8 Documentary Evidence in support of Family Income: As proof of income, the Application Forms for both Manasi and Archana, should include:

2.8.1 For Employed:

2.8.1.1 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 along with Original Certificate of Gross Total Income for the Financial Year 2019-2020 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

2.8.1.2 Copy of acknowledgement of Income Tax Return for the Financial Year 2019-2020. The Gross Total Income as per the Income Tax Return before any allowable deduction shall be considered as annual income.

2.8.2 For self-employed who are filing Income Tax Returns:

2.8.2.1 Copy of acknowledgement of Income Tax Return for the Financial Year 2019-2020. The Gross Total Income as per the Income Tax Return before any allowable deduction shall be considered as annual income.

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

2.8.3.1 Original Certificate of Gross Total Income for the Financial Year 2019-2020 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

2.8.3.2 Original Certificate of Income for the Financial Year 2019-2020 issued by the authority of the local body, i.e. the Councilor of the loacal Municipality / Municipal Corporation / Panchayet.

2.8.4 For pension holders:

2.8.4.1 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.

4. Scrutiny, Rejection and Refunds:

- a. If any Application is incomplete or deficient in any respect and/or not accompanied by the requisite remittance and/or documents, the same will be liable to be rejected. In case of rejections not due to non-accompaniment of the requisite remittance, the accompanied remittance will be refunded by the Company without any interest.
- b. If any Application is found to contain information known to the Applicant to be false, the same will be liable to be summarily rejected by the Company and the Allotment cancelled whenever so detected even if Allotment has already been made. The amounts received by the Company till the date of such cancellation will be refunded without interest but after deduction of service charge @ 10% (ten percent) of the amount payable by the Allottee till the date of such a cancellation.
- c. In addition to the above, the Company will also deduct such amount if statutorily required or entitled for such cancellation.
- d. Refunds to the Applicants will be made by A/c payee Cheques payable at Kolkata, which shall be dispatched at the address of correspondence as mentioned by the Applicant in the Application Form or to such address as be subsequently notified to the Company.

5. Withdrawal of Application/Cancellation of booking:

- a. **Before Allotment:** The Applicants may withdraw their Applications at any time before the Allotment Letter is issued and get full refund of the Application Fee without any interest. Such refund shall be paid within 15 (Fifteen) days from the date of receipt of application for withdrawal.
- b. **After Allotment:** The Applicants will be free to withdraw their Applications and cancel their booking at any time after the Allotment Letter is issued but before the possession of the Apartment is handed over and in such a case the Company will refund the amount received by the Company from such Allottee after deducting therefrom 10% (ten percent) of the amount paid by the Allottee till the date of withdrawal.
- c. In addition to the above, the Company will also deduct such amount if statutorily required or entitled for such cancellation.

6. Delay in Payment of Installments and/or other Dues:

- a. It shall be incumbent upon the Allottees to comply with the terms of payment in respect of the Apartment, Parking Space and the other payments under these General Terms and Conditions and in the Payment Schedule. The first amount payable upon receipt of the Allotment Letter (the "**Allotment Money**") is to be paid by the Allottees within 45 (Forty Five) days of the date of the Allotment Letter. The Instalments and all other amounts are payable within 60 (Sixty) days from the date of Allotment for the same from the Company. No extension of time will be granted for any payments
- b. .In the event of delay, the concerned Allottee shall have to pay interest on the amount due @ 15% (fifteen percent) per annum from the respective due dates till payment in entirety is made.

- c. Delay in payments of the Allotment Money, the Instalments and all other dues beyond 60 (sixty) days from the respective due dates shall not, in the normal course, be condoned. In case of such delay, the Company reserves the right to cancel the Allotment and the procedure described in Clause 5.b shall be applicable

7. Possession:

- a. Subject to force majeure, the Company shall endeavour to give possession of the Apartments to the Allottees within 60 (sixty) days from the date of Allotment, except due to force majeure mentioned herein below.
- b. Force Majeure shall, interalia, include non-availability or irregular availability of essential inputs, strike by contractors, construction agencies, litigations, acts of God and such other reasons beyond the control of the Company.
- c. The Allottees shall be deemed to have taken possession of their respective Apartments on the 15th (fifteenth) day from the date on which the Allottees will be called upon to complete the execution and registration in respect of their respective Apartments and such day shall be deemed for that Allottee to be the date on which possession of the Apartment has been taken (the "**Possession Date**") irrespective of the date on which the Allottee takes actual physical possession of the Apartment. The Company will not be responsible for any damage caused to the any Apartment on account of delay by any Allottee in taking over possession and in such event, the such Allottees will have to take possession of the Apartment on "as is where is basis.

- 8. Transfer of Allotment:** The Allottees of Archana in no case shall be allowed by the Company to alienate and/or transfer their Allotment of the Apartment and/or the Parking Spaces, if any. The Company may permit the Allottees of Manasi to transfer their Allotment of the Apartment and the Parking Spaces, if any, upon payment of 5% (five percent) of the consideration that the transferor Allottee will be receiving from his/her transferee and upon verification and acceptance by the Company of the income eligibility criteria of the intended transferee. Further such transfer will be allowed only when the entirety of the payable amount in respect of the Apartment and the Parking Space, if any, has been received by the Company.

9. Registration and Conveyance:

- a. The Deeds of Transfer/Conveyance of the Apartments shall be executed and registered in favour of the Allottees after the Apartments have been constructed and the entire Payable Amounts have been received by the Company and before possession of the Apartments are handed over to the respective Allottees. The Allottees will be required to pay the legal fees, stamp duty, registration fee and other charges related and incidental thereto at the rates applicable at the time of registration in addition to all prior deposits/payments to be made by the Allottees. Such amounts shall be deposited by the Allottees with the Company within 15 (fifteen) days from the date of issuance of notice therefor by the Company.
- b. The Deeds of Transfer/Conveyance will be drafted by the Advocates of the Company and the same shall be in such form and shall contain such terms and conditions as may be approved by the Company. The Allottees shall not raise any objection thereto and accept such form without any demur.

c. If any Allottee does not get the Deed of Transfer/Conveyance executed and registered within the date notified therefor, the Allotment will be liable to be cancelled at the discretion of the Company and the total amount received will be refunded without interest after deducting 10% (ten percent) of the Apartment Price and the Parking Space Price, if thereby any Parking Space, as service charge.

10. Registration: Besides the Documentation Charges, the Allotees will be require to pay Stamp Duty and Registration fee at the rate applicable at the time of registration of the transfer/sale deeds as also such miscellaneous and incidental charges and/or cost for such registration.

11. Extra Charges: Additional expenses on account of formation of the Association, if applicable and for any additional facility and Government levies/service and other taxes /GST as applicable from time to time will have to be separately borne and paid by the Allotees, the amounts whereof, save those expressly quantified here, will be as determined by the Company, based on actuals all of which amounts will be accepted by the Allotees without any demur.

12. Association/Interim Maintenance:

a. An association of the Apartment Owners of Manasi and Archana (the "**Association**") shall be formed to take over maintenance and management (the "**Maintenance**") of the Common Areas, Utilities and Facilities of Manasi and Archana. All the Apartment Owners shall compulsorily become members of the Association. For formation of the Association, the Allotees and/or the Apartment Owners will sign and execute such forms and deeds as and when required by the Company.

b. If so deemed fit by the Company or the Management Company, the Allotees and/or the Apartment Owners may be required to sign such papers and/or documents laying down the rules and/or procedures to be followed while the Management Company will in charge of the Maintenance.

c. Till the Association is formed, the Apartment Owners used to pay proportionate maintenance charge at actuals (the "**Maintenance Charges**"), to the Maintenance Company against accountable receipt. Maintenance company recovered the maintenance charges from the defaulters Apartment owners and from the Maintenance Corpus Deposit mentioned below of such Allottee lying with Maintenance Company or the Company. The defaulter Apartment Owner shall pay the balance to the Association to replenish the maintenance deposit to be held with Association in Trust.

d. The Maintenance Charges shall include, but not be restricted to, the costs of managing, maintaining and operating the Common Areas, Utilities and Facilities of the Housing Complex and the Club mentioned in Clause 15, the electric charges for the common areas and remuneration and other employment benefits of the employees engaged

13. Maintenance Corpus Deposit:

- a. All Allottees will pay an interest free amount of Rs. 5,000/- (Rupees five thousand only) and Rs. 3,000/- (Rupees three thousand only) for Manasi and Archana respectively to the Company by way of Maintenance Corpus Deposit on or before Possession Date.
- b. Subject to Clause 12.C above, the Management Company transferred, without any interest, the Maintenance Corpus Deposit to the Association while handing over possession of the Common Areas, Utilities and Facilities of Manasi and Archana and the Club to the Association. The Association shall invest the Maintenance Corpus Deposit in such manner as it deems fit. The interests earned shall be applied towards major maintenance costs and/or betterment of the Housing Complex. The regular monthly Maintenance Charges, formulated on the actual expenses, shall be determined from time to time by the Management Company, and the Association after it

14. Club:

- a. The Housing Complex will have a Club only for its residents, which will include the tenants and lessees of any Apartment. The Club will have such facilities as the Company may decide.
- b. The right of user of the Club will be a covenant running with the Apartments. Upon sale or transfer of any Apartment, this right will automatically stand transferred to the transferee of the Apartment.
- c. The Club will be managed, operated and maintained initially by the Management Company and the Association after it. The operational costs/charges of the Club, as mentioned in Clause 12.d, will be included in the Maintenance Charges and be as determined from time to time by the Management Company, and the Association after its formation.

15. General:The Allottees will pay all levies, taxes, and/or charges that are now payable or may become payable after the allotments under any statutory enactment on any of the payables hereunder.

- a. For all purposes whatsoever, it shall always be deemed that the Applicants have applied for allotment of a residential apartment with full knowledge of the laws, notifications and rules applicable to the area where the Housing Complex is located, for group housing projects and that the Applicants have fully satisfied himself/herself/themselves about the interest and the title of the land on which the Housing Complex will be constructed. Summation of all areas mentioned below shall constitute
 - b. Standard Built Up Area of an apartment for the purpose of calculations:
 - i. Carpet Area i.e. the covered area of the usable rooms at any floor level (excluding the area of the walls and columns, if any).
 - ii. Areas of all internal partitions/walls and columns, if any.
 - iii. Areas of all external walls and/or columns (common external walls between any 2 units to be considered as half width).

- iv. Apportioned share of all common areas, outside the unit but within the building/block, like stairways, lifts all lobbies, corridors, fire-refuge areas, stair-cover/mummy rooms, lift machine rooms, common toilets etc. (these are to be apportioned amongst all units within the same type of building/blocks only).
- v. Apportioned share of all common utility and facility area outside the building/blocks, but within the complex/gated community area, other areas for common purpose like energy sub-stations/room, pump rooms, watchman's booth/goomty, club, community hall, multi-gym, library, indoor games room, (these areas are to be apportioned amongst all units of the project.)
- vi. Apportionment shall be done on the basis of summation of areas mentioned in Sl. Nos i, ii & iii above.
- vii. All car parking spaces, open or covered, along with their vehicular access driveways, shall be exempted from these calculations, as, such car parking spaces shall be sold/leased out separately to allottees of the project. Similarly, all such areas that may be sold/leased out separately, like any commercial /business areas, within the project, shall be exempted from these calculations. Further any open to sky spaces within the project, developed/beautified as garden/lawn/sitting areas, shall not be considered as Standard Built-up Areas for the purpose of these calculations.
- c. "Roof" will mean the ultimate roof of the respective buildings, which will be for the common use of the allottees of that Building. The Company will however have the right of putting up signage and hoardings including neon sign of its name or the name of any of its affiliates, as well as their products, on the roof, walls and common area of the Housing Complex, all the maintenance cost on this account will be in the account of the Company.
- d. The Company will not entertain any requests for modification in the internal layouts of any Apartment.
- e. The layout plans, the Building plans, approximate Covered and Carpet Area of the Apartments, specifications of the Buildings and the Apartments are tentative and are subject to variation. The Company 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.
- f. If the Company deems fit, the Allottees may be required to execute a formal agreement for sale. In such an event, within 15 (fifteen) days of being required in writing to do so by the Company, the Allottees will sign and execute the agreements for sale, the Stamp Duty at the applicable rate then payable on these agreements shall be payable wholly and exclusively by the Allottees.
- g. After the Possession Date of the Apartments, the Apartment Owners or the Allottees, as the case may be, shall be liable to pay to the Management Company all Maintenance Charges, rates, taxes, Government levies, Service Tax, deposits, including security deposits, and assessments fully pertaining to the Apartment and proportionately pertaining to the common areas of the Housing Complex
- h. In case during the course of construction and/or after the completion of the Complex, further construction on any portion of the vacant land or any of the buildings or terraces becomes possible, the Company shall have the

exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Allottee in the land and/or in the Common Area or Areas and facilities shall stand varied accordingly. All the Allottees shall be deemed to have consented to such construction by the Company.

- i. The Application Form contained in the Brochure is subject to the information and the terms and conditions stated herein.
 - j. In all correspondence, the Applicant must quote the the Apartment Number as indicated in the Allotment Letter.
 - k. All correspondence will be made with the Applicant at the address for correspondence initially indicated in the Application Form or to such address as notified in writing to the Company's Registered Office and acknowledgement obtained of this change. In case of Joint Allottees, all communication shall be sent to the Allottee whose name appears first and for all purposes, the same will be considered as served on both the Joint Allottees.
 - l. The Application Form, the Allotment and the delivery of the Apartment will be subject to the approval of the plan of the Housing Complex by the appropriate sanctioning authorities and grant of such further permissions and clearances as may be statutorily required. In the event such approval/permissions/clearances are not obtained, the Allotment shall stand cancelled and all monies received by the Company till such date of cancellation shall be refunded in full without interest and any deduction
 - m. Complaints, if any, regarding fittings and fixtures etc. provided in the Apartments will be required to be brought to the notice of the Company on or before taking over possession of the Apartment
- 16. Arbitration:** All disputes, if any, arising in connection with the Allotment shall be referred to the sole arbitration of such person as may be nominated by the Housing Commissioner, West Bengal Housing Board, being a reference within the meaning of the Arbitration and Conciliation Act, 1996 and the award given will be final and binding upon the Allottees.
- 17. Disclaimer:** The Company and/or its affiliates, officers, directors, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of the Company and by paying the Application Fee, the Applicant will be deemed to have agreed to keep the Company and/or its affiliates, officers, directors, employees, agents, members and servants saved, harmless and indemnified with regard thereto.

To be notarised on a Rs 10/- stamp paper before a notary public or a 1st class magistrate before submission

AFFIDAVIT

I Mr. _____ son of _____ 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 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 read and fully understood the terms and conditions in the GTC including the price and payment schedule therein.
4. That I shall abide by the GTC and also any other terms and conditions which may be prescribed by the Company in future.
5. That if allotted, I shall use and occupy the apartment for residential purpose only.
6. That I shall sign and execute the necessary documents with respect to allotment of apartment and parking space (if any).
7. That I shall become 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.
8. 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.
9. 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.
10. That relying on my statements above, the Company may permit me to participate in the Draw of Lots.
11. That all statements made above are true and correct to the best of my knowledge and belief.
12. 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 Self and on behalf of Joint Applicant, if any)