

Shukhobrishti

THE LARGEST MASS HOUSING PROJECT IN INDIA

GENERAL TERMS & CONDITIONS (PROVISIONAL)



Actual Photograph

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

I/We acknowledge and agree that this 'General Terms and Conditions' (hereinafter "GTC") has been specifically drafted for allotment of unsold apartments in Shukhobrishti Complex under 'Management Quota' and is intended to be circulated as an internal document. I/We further acknowledge and agree that I/We shall not directly or indirectly, publish or otherwise disclose, or permit others to publish, divulge, disseminate, copy or otherwise disclose the GTC, except as required for due performance of the rights, titles, and covenants therein before a court of law.

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

Type of Apartment	Structure	Description
Spandan (LIG)	Ground plus four storied building with Staircases	1 - BHK Apartments - (1 Bedroom, Hall, Kitchen, Verandah / balcony)
Spriha (U-MIG)	Ground plus fourteen storied building with Staircases & 2 Lifts	3 - BHK Apartments - (3 Bedrooms, Hall, Kitchen, Verandah / balcony)

These are being offered for provisional allotment as follows:-

Management Quota

	<u>Spandan</u>	<u>Spriha</u>
No. of apartments Available for Allotment	38	100

2. DEFINITIONS:-

2.1 Allotment:- The 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 cutoff 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.

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/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 /Regulations as decided by BSHDPL/ the Apartment Owner’s Association.

3. PRICE & PAYMENT

3.1 Price indicated in the Schedule mentioned below is in Indian Rupees and is firm. No request for any discount on any account whatsoever will be entertained by BSHDPL.

3.2 Prices indicated in the below mentioned schedule are exclusive of any Tax like Goods & Services Tax (G.S.T), Duties / Levies / Cess / Deposits/ Reimbursements as applicable.

Apartment :-

Type of Apartment	Plinth Area** (sft.)	Carpet / Lockable area * (sft.)	Price of the Apartment
Spandan – 1 BHK	425	323	Rs. 7,98,814/-
Spriha – 3 BHK	901	717	Rs. 24,64,770/-

*“Plinth Area” means built up area of the Apartment + Proportionate area of common spaces in that floor.

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

3.3 It is clarified that the abovementioned price is only in respect of cost of the bare Apartment.

B. Payment Terms :-

(All figures in the following table are excluding any kind of Goods & Services Tax (G.S.T), Duties / Levies / Cess / Deposits/ Reimbursements as applicable)

For Apartment :

For Spandan (LIG):

Type of Apartment	Total Price per Apartment (Rs.)	Application Money payable (Rs.)	Payment Schedule for Spandan Apartment					Final Payment (On Issuance of Intimation for Possession) (Rs.)
			Allotment Money payable within 30 (thirty) days from the date of Provisional Allotment Letter (Rs.)	Installment 1 (Completion of Ground Floor roof slab casting) (Rs.)	Installment 2 (Completion of 2 nd Floor slab Casting) (Rs.)	Installment 3 (Completion of 3 rd Floor slab Casting) (Rs.)	Installment 4 (Completion of terrace slab Casting) (Rs.)	
Spandan (1 BHK)	7,98,814	25,000	54,881	1,59,763	1,59,763	1,59,763	1,59,763	79,881

For Spriha (U-MIG):

Type of Apartment	Total Price per Apartment (Rs.)	Application Money payable (Rs.)	Installment Schedule for Spriha Apartment							Final Payment (On Issuance of Intimation for Possession) (Rs.)
			Allotment Money payable within 30 (thirty) days from the date of Provisional Allotment Letter (Rs.)	Installment 1 (Completion of Ground Floor roof Slab casting) (Rs.)	Installment 2 (Completion of 3 rd Floor slab Casting) (Rs.)	Installment 3 (Completion of 6 th Floor slab Casting) (Rs.)	Installment 4 (Completion of 9 th Floor slab Casting) (Rs.)	Installment 5 (Completion of 12 th Floor slab Casting) (Rs.)	Installment 6 (Completion of terrace slab Casting) (Rs.)	
Spriha (3 BHK)	24,64,770	80,000	1,66,477	2,46,477	2,46,477	3,69,716	3,69,716	3,69,716	3,69,716	2,46,477

For 2- wheeler (in-stilt):

Type of Parking	Total Price per Parking (Rs.)	Allotment Money payable within 30 (thirty) days from the date of Provisional Allotment Letter (Rs.)	Final Amount to be paid as per the payment term mentioned in Provisional Allotment Letter and/or Agreement for Sale (Rs.)
Two -wheeler	70,000	7,000	63,000

Note: A 2-wheeler Parking Space (in-stilt) is mandatory for each Spandan Allottee(s).

For 4-wheeler Parking (both open & in-stilt) :

Type of Parking	Total Price per Parking (Rs.)
Four- wheeler - Open	3,85,000/-
Four- wheeler – in-stilt	4,95,000/-

The provisional allotment of 4-wheeler Parking (both open & in-stilt) is subject to availability and the same will be allotted through draw of lots. For details, please refer to Clause no. 13.

3.3. Timely payment of Allotment money 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 and any other taxes, duties/Levies/Cess/Deposits/Reimbursement existing or imposed in future by Government or any Statutory/Appropriate Authorities shall be charged separately and recovered from the Allottee(s).

3.5. Home Loan – BSHDPL shall issue a standard NOC and / or NOC and Tripartite Agreement only in those cases, where the applicant(s) wants to avail the facility of home loan and obtains the same from HDFC Limited. Allottee can apply to other Nationalised / Multinational/ Government approved Banks/Financial Institutions however standard NOC and Tripartite Agreement (if needed) will be applicable as mentioned above.

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 for allotment. However, the income eligibility criteria of the Applicants should be as follows:

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

In determining the gross 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. The Gross Monthly Income of the family is considered for eligibility in this scheme..

4.3 Any person who already owns an Apartment in any earlier phase of Shukhobrishti either in his/ her name is debarred from applying for any Apartment in this scheme.

4.4 Gross Monthly Income for family would be determined on the basis of submission of documents, as mentioned in Clause 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 Affidavit/Declaration in the form and manner hereto annexed.

5. DOCUMENTARY EVIDENCE OF THE INCOME:-

5.1. A. **For Salaried Persons:** Copy of Pay Slip for March 2020 or Salary Certificate or Form 16 under the Income Tax Act 1961, duly stamped and signed by authorized officer of the employer alongwith a Certificate of Gross Total Income for the Financial Year 2019-20 (Assessment Year 2020-21) issued by an individual practicing Chartered Accountant bearing membership number / a Chartered Accountant Firm bearing membership number and Firm Registration number OR Copy of acknowledgement of Income Tax Return for the Financial Year ended 2019-20 (Assessment Year 2020-21).

5.1.B. **For Self-employed Persons who are filing Income Tax Return (s):** Copy of Income Tax Return for the Financial Year 2019-20 (Assessment Year 2020-21) 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 Return (s):** An original Certificate of Gross Total Income for the Financial Year 2019-20 (Assessment Year 2020-21) 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 2019-20 (Assessment Year 2020-21) 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 of March'2018.

AND (any one of the following three)

An original Certificate of Gross Total Income for the Financial Year 2019-20 (Assessment Year 2020-21) 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 / Councilor of Local Municipality / Municipal Corporation.

OR

Copy of Income Tax Return duly Acknowledged by the Income Tax Department for the Financial Year 2019-20 (Assessment Year 2020-21). 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 2019-20 (Assessment Year 2020-21) 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.

Please note Gross Total Income will be determined from income from all sources (if any) apart from Pension, Arrears/ Incentive and/ or any other income shown in ITR and / or any other below mentioned GROSS TOTAL INCOME Certificate will be included and same will be treated as Part of Gross Total Income for the said Year.

5.2. PAN AND AADHAR CARD (Permanent Account Number): Submission of copies of PAN AND AADHAR CARD (self-attested) for Sole/Joint applicant issued by Concerned 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. Applicant(s) is/are required to furnish the PAN details within 30 days from the date of provisional allotment, failing which the application is liable to be rejected.

5.3. Eligible 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 evidence (Please refer Clause no. 8 - 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 Apartment and Parking (if any) along with consideration received for such Apartment 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. Only one Apartment will be allotted to individual under any particular category of Apartment.

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 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/alteration therein shall not be entertained under any circumstances.

5.10. Documents submitted by the 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 online/offline along with declaration in specified format together with requisite application money within due date. All mandatory fields should be filled up carefully by the 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. BSHDPL has launched Management Quota of Spandan, and Spriha apartments situated at Shukhobrishti, with the facility of online submission of application form and payment of application money.

6.4. All the applicants after payment of Application money (online) should submit all the documentary evidence as mentioned in Clause No. 5 and 8 within 15 (Fifteen) days. No request for extension of date for submission of documents will be entertained after the said date. Delay in submission of documents due to Postal/or any other mode, shall not be considered after last date of submission. In case of non-submission of requisite documents by the applicant within the stipulated period, the application shall be treated as cancelled and the Application money shall be refunded to the applicant.

6.5. Refund of application money would be done electronically through RTGS/NEFT within 90 (Ninety) working days from the date deemed rejection/cancellation. The First / Sole Applicant is required to submit a CTS Cancelled Cheque (currently issued) 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 account only for the purpose of refund. No refund will be made to anyone else's Bank account other than the First / Sole Applicant. Under exceptional circumstances, BSHDPL at its discretion, may refund Application Money/ Cancellation Money through Demand Draft/Pay Order in favour of Sole/First applicant and send it through Speed Post/Registered Post to the respective applicant at the address of correspondence as mentioned in the application form.

- Based on mode of transaction, necessary convenience charges (if any) by respective Banks, financial institutions, payment gateways is to be borne by the applicants.
- No part or fractional payment of application money will be accepted.

6.6 In the event of withdrawal or rejection of application/allotment, the application money will be refunded to the same account from where it is being remitted after deduction of applicable service charges and taxes, in the same manner as mentioned in Clause 6.5 within 90 (Ninety) working days from the date of withdrawal/rejection. In case of any failed transaction the said amount will be refunded through Demand Draft in next 30 working days from the date of failed transaction.

8. CHECKLIST

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

8.1. During Application:

- Duly filled-in Application Form/ EOI submitted online and Declaration in specified format.
- Payment of Application money and other charges (if any).
- A blank cancelled CTS Cheque (currently issued) has to be submitted by the First/ Sole Applicant of his/her Bank Account only and the name, Application Form number and contact details has to be mentioned on the back side of the same.
- Documentary proof in support of Gross monthly income (Ref. Clause No. 5)
- Photocopy of PAN AND AADHAR CARD (self-attested) / Photocopy of receipt of acknowledgement of application for obtaining PAN CARD (subject to condition as per Clause No. 5).
- 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 – Please see last page of this document.

9. REFUND SUBSEQUENT TO SCRUTINY & REJECTION/CANCELLATION

9.1 The Apartment(s) shall be provisionally allotted only on the basis of Declaration and requisite documents above mentioned submitted by the applicants, to select the eligible candidates. Based on screening of all documents of applicants, 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.

9.2 The Applications and Documentary Evidence of Income of eligible 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.

9.3 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.

9.4 Wherever allotments are cancelled due to reasons mentioned above, the application money as well as subsequent payments (if any) shall be refunded after deduction of necessary Service Charges together with applicable Tax (if any) and/or any other any other taxes, duties, levies, cess (if any) as mentioned in Clause No. 10 and 27. This will be without prejudice to BSHDPL's right to take such other action as may be permissible in law.

9.5 All such refunds shall be payable through Online Bank Account Transfer to the Bank Account of the Sole/First Applicant (as per the details provided in the Blank cancelled CTS Cheque submitted by the Sole/ First Applicant along with the Application Form), in the same manner as mentioned in Clause 6.5.

10. WITHDRAWAL OF APPLICATION/CANCELLATION OF BOOKING.

10.1 Before Allotment

Applicants may withdraw application money within 7 (seven) days from the last date of receipt of applications and may get refund of the application money without any interest and after deduction of service charges amounting to Rs.6,250/- for Spandan and Rs.20,000/- for Spriha Apartments (along with the applicable taxes at prevailing rates).

Refund of deposited amount shall be made within 90 days from the date of receipt of application for withdrawal / cancellation.

10.2 After allotment

Eligible Applicants are free to withdraw their applications and cancel their booking at any time 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, registration of Agreement/Deed related expenses (if any) and interest and/or delay payment charges (if any) amounting to Rs.12,500/- for Spandan and Rs.40,000/- for Spriha Apartments (along with applicable taxes at prevailing rates)

Refund of deposited amount shall be made within 90 days from the date of receipt of application for withdrawal / cancellation.

11. DEMISE OF APPLICANT :

In case of sudden demise of an Allottee(s), BSHDPL should be informed of the incidence of demise within **30** days from the date of demise, alongwith a copy of the death certificate. However, the heir(s)/heiress(s) of the deceased Allottee 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 suggested by BSHDPL officials. 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. In case of transfer of Apartment in the name of the Legal heir(s), all relevant expenses including execution and registration of Agreement/Deed has to be borne by the Legal heir(s).

12. DELAY IN PAYMENT

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 (if any) and also any other sums payable under the General Terms & Conditions.

Payment of allotment money (onetime full and final payment) is required to be made within the date of payment as stipulated in the Provisional Allotment letter. Extension of time will be allowed for payment of allotment money subject to management's discretion and in all such events an additional interest of 15% per annum and/or the interest rate as prescribed in WBHIRA shall be applicable on the onetime Allotment Money. In case the payment is delayed for more than 60 days from the due date of payment, the allotment shall get automatically cancelled, however, the decision of BSHDPL in this regard shall be final and binding and will have to be abided by the Allottee(s).

In case of such cancellation the total consideration will be refunded to the Allottee(s) and / or to Bank / Financial Institution (in case of home loan taken by the Allottee(s) without any interest and after deduction of the applicable service charges along with the applicable taxes at prevailing rates) 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.

13. ALLOTMENT OF 4-WHEELER PARKING SPACES:

13.1 Four Wheeler Parking Space (In stilt/Open) are optional for Allottee. 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 at a subsequent date after getting a firm allotment of an Apartment in Shukhobrishti. 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.

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

13.3 Allottee 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 can park only one vehicle under all circumstances. As the parking spaces are integral amenity to the Apartments, the Allottee 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.

13.4 All other terms and conditions in relation to the usage of parking space shall be stated in the Provisional Allotment letter for parking.

14. POSSESSION

14. Subject to there being no Force Majeure event, BSHDPL shall endeavor to give possession of the Apartments and Parking Space/s (if any) in the manner as given below:

Spandan – On or before 30th April 2025*

Spriha - On or before 30th April 2026*

**Considering memo no. 708 (2)/HIRA/L-2/2020 dated 01-06-2020 issued by West Bengal Housing Industry Regulatory Authority*

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

- Payment by the Allottee 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.

14.4 However, the handover of Apartment and/or Parking Space(s) is subject to payment by the Allottee of all dues in respect of the allotted Apartment and Parking space (s) including Stamp Duty, Registration fee, Commissioning fee, Copywriting fee, Standard user charges, Other incidental charges and any other taxes, duties /Levies /Cess /Deposits / Reimbursement existing or imposed in future by Government or any Statutory/Appropriate Authorities as per the existing laws. Physical possession of the Apartments shall be withheld if all dues are not cleared by the Allottee(s). shall be charged separately and recovered from the Allottee(s).

15. FORCE MAJEURE:

- (i) Acts of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements, epidemics, famine or plague;
- (ii) Acts of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, rebellion, riot, insurrection, civil commotion, acts of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India, military or usurped power or civil war/disorders;
- (iii) Radioactive contamination or ionizing radiation;
- (iv) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- (v) Non-availability of steel, cement, other building materials, sufficient water or electricity supply;
- (vi) Strikes, lockouts or other labour difficulties;

- (vii) Any delay by the concerned body in sanctioning/providing the electricity and/or water connections;
- (viii) Any delay in payments stipulated by the Allottee(s);
- (ix) Any default by the Allottee(s) of the terms and conditions contained herein and/or any subsequent documents;
- (x) Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the said Project/ Layout;
- (xi) Any notice, order, rule, notification or directive of the Government and/or any other public or competent authority or any Court or Tribunal or any quasi-judicial body or authority or any act, restraint or regulation of any Governmental Instrumentality including any Local, State, or Central Government of India or any department, instrumentality or agency thereof which adversely affects the construction schedule of the BSHDPL (Promoter) and if there is no delay in issuance of occupation certificate and / or building completion certificate by the Competent Authority and/or Planning Authority or any local issues/litigation which may hamper the implementation of the Project including:
 - (a) Any Act, Regulation or restraint constituting a change in Law;
 - (b) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made; or
 - (c) the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority;
- (xii) Other Force Majeure circumstances or conditions or other causes beyond the control of or unforeseen by the BSHDPL (Promoter) or their agents.

16. DELAY IN TAKING POSSESSION

16.1. BSHDPL shall intimate the Allottee regarding the date of handing over possession of his/her/ their Apartment and related formalities through Intimation for Possession, which will have a cutoff date for taking possession (Deemed Date of Possession). In case the Allottee 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. Consequently, after the Deemed Date of Possession, all risk and rewards of ownership stands transferred to the Allottee irrespective of whether actual possession was taken or not by the concerned Allottee. However further details relating to possession of Apartment will be mentioned in the intimation for possession letter sent to the Allottee.

16.2 In case the Allottee 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 for Spandan and Rs. 1500/- (Rupees One thousand five hundred only) for Spriha or part thereof (along with the applicable taxes at prevailing rates) for Apartments from the Deemed Date of Possession to the actual date when the physical possession is taken by the Allottee, both days inclusive or such other date as decided by BSHDPL upto a maximum of 12 Months. Such Guarding Charges will be applicable over and above the interest amount, if any, as per the aforementioned Clause 12 and payable at the time of taking possession of his/her/their Apartments. Delay in taking possession of the Apartment by the Allottee beyond twelve months from the due date shall not be accepted. In case of such delay, the allotment shall stand cancelled.

16.3 In case of such cancellation, BSHDPL shall refund the money paid by the Allottee to BSHDPL without interest after deduction of service charges @ 10 % of the paid consideration (along with the applicable taxes at prevailing rates) of the Apartment and Parking space (if any). All taxes (like municipal tax), levies, duties (if any) in relation to the said Apartment will be charged to the Allottee from the "Deemed Date of Possession" as mentioned in Intimation of Possession inspite of his/her/their taking possession at a later date.

17. TRANSFER OF PROVISIONAL ALLOTMENT OF APARTMENTS:-

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

17.2 Such new 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, Agreement for Sale, 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 AND REGISTRATION OF AGREEMENT FOR SALE & DEED OF CONVEYANCE OF APARTMENT)

18.1 The Agreement for Sale and/or 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 arithmetic error. The Allottee will be required to make themselves available and complete necessary formalities including Execution and Registration of the Agreement for Sale and/or 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 Agreement for Sale and/or Deed of Conveyance in favour of the Allottee. In case due to the absence of the Allottee, the registration cannot be done on a scheduled date the registration of the Agreement for Sale and/or Deed of Conveyance may be done at a future date subject to the convenience of BSHDPL, concerned Registrar/Sub-Registrar and the said Allottee shall be liable to pay any additional amount 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 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 shall have to comply with the required documentation in this regard. An amount of Rs. 500/- (Five hundred only) together with applicable taxes at prevailing rates, shall be payable by the Allottee 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 as may be determined/assessed by the concerned Registrar/Sub-Register/Additional-Sub-Register 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), applicable taxes (if any) and any other costs of and incidental to and for execution and registration of the Agreement for Sale and/or Deed of Conveyance shall be borne and paid by the Allottee prior to possession by the Allottee as and when asked to do so. All existing and future statutory charges towards taxes /levies/ Cess payable to statutory authorities due to subsequent legislation is payable by the Allottee.

18.4 The Allottee will have to be present in person at the time of taking possession of the Apartment, execution and registration of the Agreement for Sale and/or Deed of Conveyance in his/her 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 Agreement for Sale and/or 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 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.¹

18.5 BSHDPL through an authorized signatory will execute the Agreement for Sale and/or 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. CLUBHOUSE FACILITY

19.1 BSHDPL proposes to set up Clubhouse Facility (CF) for the owners of Spandan, Sparsh and Spriha. The CF'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 CF's.

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

19.3 A detailed terms and conditions for using the CF shall be sent to the Allottee(s) before the CF 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. 850/- per month** for Spandan Allottee and **Rs. 2,000/- per month** for Spriha Allottee(s), as applicable, plus G.S.T at applicable rates and any other tax becoming applicable subsequently towards maintenance cost of common areas and facilities for a maximum period upto 12 months at the time of Final payment for the Apartment. A separate maintenance charges of **Rs.125/- per month** plus G.S.T at applicable rates and any other tax becoming applicable subsequently for maintaining the 4-wheeler parking spaces. 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/ Nominated maintenance agency /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 reasonable 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, intimated by BSHDPL at that

point of time.

22.4 In case of delay in payment of maintenance charges, the Allottee shall be liable to pay interest @ 15% per annum from the date on which the amount falls due, to the date of payment, both days inclusive plus G.S.T at applicable rates and any other tax becoming applicable subsequently.

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, Water supply pumping station, Sewerage disposal system, Common area lighting for the Shukhobrishti Project, as also operation and Maintenance of Lifts, Operation and Maintenance of Diesel Generators including fuels. 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 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 Allottee shall be required to pay to BSHDPL towards Maintenance Corpus Deposit at the given rates which will be created for replacement, refurbishing, major repairs of the plants and equipment, and painting of external façade 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 Apartment Owner's Association/ Body after its formation without any interest.

For Spandan Allottee(s) a sum of Rs.6,400/- (Rupees Six Thousand Four Hundred only);

For Spriha Allottee(s) a sum of Rs. 13,800/- (Rupees Thirteen Thousand Eight Hundred only).

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. ("WBSEDCL"), 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 in proportion of the area of their respective Apartments. BSHDPL shall be entitled to recover such deposits from its Allottee along with taxes/duties/levies/cess etc. (if applicable). The exact amount recoverable from the Allottee will be intimated to the Allottee before handing over/ possession of the Apartment. The Allottee shall pay to BSHDPL a sum of Rs. 2,700/- for Spandan plus G.S.T at applicable rates and any other tax becoming applicable subsequently and Rs. 7,100/- for Spriha plus G.S.T at applicable rates and any other tax becoming applicable subsequently on account of recovery of deposits paid to NTESCL and other charges (if any).

25. DEFECT LIABILITY

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 Fixture & Fittings

26. ADDITIONAL FACILITIES:

26.1 BSHDPL shall develop a Shopping Arcade (comprising of Low and High end retail stores/ shops/ markets), Schools and Health Care Center. There will also have some provision for 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, 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 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 thirty (30) 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 10 hereinabove mentioned. In the event of such cancellation of allotment for any reason whatsoever, the application money, the Allotment Money, payment towards apartment (if any), Security Deposits or any other amount received by BSHDPL will be returned to the Allottee and/or the Bank/FIs (in case housing loan taken by Allottee) after deduction of interest, applicable penalties if any, receivable by BSHDPL and/or or any other outstanding charges or amounts including (but not limited to) service charges (along with the applicable taxes at prevailing rates).

Further in the event of such cancellation or withdrawal, any payment made by BSHDPL on account of G.S.T against Invoices raised but not recovered from the Allottee would also be deducted from the amount refundable to the Allottee. However, the same shall be refunded back to the Allottee only upon its actual recovery from the Department as and when it happens.

28. JURISDICTION & ARBITRATION

28.1 The acceptance of the Provisional Allotment Letter alongwith this terms and conditions by the Allottee shall be binding on both the parties and legal relationship between the Allottee and BSHDPL shall be governed by the Laws of India.

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

28.3 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. 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 place of arbitration shall be Kolkata, India. Arbitration shall be by a Tribunal consisting of Three (3) Arbitrators, each party shall appoint one Arbitrator and two appointed Arbitrators shall appoint the third Arbitrator who shall act as Presiding Arbitrator. No Arbitrator shall be a present or former employee or agent of or consultant or counsel to any party or any affiliate or any party or any way related or closely connected with the WBHIDCO, BSHDPL, SPCPL and/or the Allottee. The language of the arbitration shall be English. Any decision or award of the Arbitral Tribunal appointed pursuant to this Clause shall be final and binding upon the Parties.

28.4 The Parties agree that the Arbitrators appointed under Clause 28.3 shall have summary powers and may make interim orders and awards and/or be bound by the same.

28.5 The parties hereto shall not commence legal proceedings or have any receiver appointed over the said Residential Apartment and/or the said Property and/or the said Project without first referring the matter to Arbitration.

29. 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 at the costs and expenses of such Allottee/ Association. BSHDPL however will not be held liable or responsible for any delay in mutation of names of the Allottee as aforesaid.

30. GENERAL

30.1. Every Allottee shall take physical possession of the said Apartment after the Occupancy Certificate/Partial Occupancy Certificate is issued for the said Apartment and/or the Building where the said Apartment is situated. Every Allottee shall participate towards registration of the Agreement for Sale, Conveyance Deed of the Apartment and will be liable to pay all Stamp Duty, Registration Fees and/or other incidental expenses in connection with the execution and registration of the same. Every Allottee will also have the obligation to cooperate with BSHDPL with regard to formation of Apartment Owners Association as and when the process is initiated.

30.2. It is understood that the applicant 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 "Spandan" Block, "Sparsh" Block and "Spriha" 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.

30.3. The Allottee 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.

30.4 Service Charge wherever mentioned shall attract all Taxes as applicable.

30.5 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.

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

30.7 The Allottee shall from time to time sign all applications, papers, documents, deeds, 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, any document signed/accepted/ acknowledged by anyone of the Allottee(s) shall be binding upon the other Allottee.

30.8. 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, 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).

30.9 a) The Allottee 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.

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30.10 After taking the possession, the Allottee shall not be allowed to do any structural changes/aesthetical changes. The Allottee 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.

30.11 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 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 in his/her/their apartment, the Allottee shall have to make good the damage caused in such apartments/common area at his/her/ their expense under the supervision of BSHDPL.

30.12 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 apartments 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.

30.13 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.

30.14 Internal wiring for electrification will be provided for each Apartment. However, the Allottee 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 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.

30.15 The furniture 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.

30.16. 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, all communication shall be sent by BSHDPL to the first Allottee and which shall for all purposes be considered as served on both Allottee.

30.17. Any registration related expenses plus G.S.T at applicable rates and any other tax becoming applicable subsequently 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.

30.18. The Allottee 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 of the Allottee by virtue of any willful omission or default on the part of the Allottee or any of its servants,

employees or agents.

30.19. If for any reason whatsoever, BSHDPL is not in a position to offer the allotted apartment to the Allottee then in such

event, BSHDPL shall offer to the concerned Allottee any alternative apartment or refund the amount in full with simple interest as per applicable rates without any further liability to pay damages or compensation of any nature whatsoever.

30.20. BSHDPL reserves the right to reject any application, stating valid reasons to the Applicant for such rejection.

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

30.22. The Allottee 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.

30.23. That the Allottee 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 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 or any act of the third party. On taking possession of Apartments, it will be the responsibility of the Allottee/ 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.

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

30.25. The failure of BSHDPL to enforce at any time 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 any time subsequently to enforce all Terms and Conditions.

30.26. The last date of submission of application form may be extended at the discretion of BSHDPL.

30.27. 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 due to loss of documents, delay in postal services and/or any eventualities beyond the control of BSHDPL.

30.28. 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 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.

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

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

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NOTE:

- 1. Applicants should mandatorily submit the documents within 7 Days from the date of submission of application otherwise the same shall not be considered and will be treated as cancelled.**
- 2. All efforts will be made by BSHDPL to make provisional allotment of Apartment within 60 (Sixty Days) from the date of application.**

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 son/daughter/wife of, by faith
..... by occupationaged aboutyears ,permanently residing at
..... do hereby solemnly affirm and
state as follows:-

1. That I has not been allotted any apartment in any previous phase of Shukhobrishti by Bengal Shapoorji Housing Development Pvt. Ltd. (“**BSHDPL**”). I shall have no claim on **BSHDPL** in case apartment/parking space(s) is not allotted to me for any reason whatsoever.
2. That no one in my family is allotted / provisionally allotted by BSHDPL any apartment in any previous phase of Shukhobrishti.
3. I am an adult and an Indian citizen and resident and shall use the apartment for residential purpose only.
4. That my average monthly gross family income from all sources is during Financial year 2019-20.
5. That I have applied for an Apartment at Shukhobrishti vide Application Number
6. That I have read and understood the terms and conditions in the General Terms and Conditions including the price and payment schedule. I do hereby declare that I shall abide by them as also may be prescribed by BSHDPL in future. I 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 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 also state that I shall become member 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 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 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 sole 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 knowledge and belief. I sign and swear this Affidavit on this the Day of 2021.

Deponent

Identified by me

Advocate

Before me.

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

P.S. Srijan Corporate Park, Tower-I, Unit No. 903, 9th Floor, Plot No. G-2, Block-GP, Sector –
V, Bidhannagar, District 24 Parganas, Salt Lake, Kolkata-700 091