

Phase 9

Shukhobrishti

THE LARGEST MASS HOUSING PROJECT IN INDIA

GENERAL TERMS & CONDITIONS (PROVISIONAL)



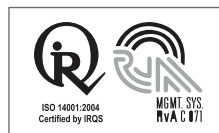
Actual Photograph

Sale of Application Form: 15th January - 15th February 2019

Receipt of completed Application Form: 11th February - 8th March 2019

Bengal Shapoorji Housing Development Pvt. Ltd.

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



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

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

Number of Apartments
Available for Draw of Lots

Spandan
1025

Spriha
949

2. DEFINITIONS:

2.1 Allotment: This expression wherever used herein, shall always mean ‘provisional allotment’ and will remain so till such time a formal Agreement for Sale and Deed of Conveyance is executed and registered by and between Bengal Shapoorji Housing Development Private Limited. (hereinafter referred to as “BSHDPL”) and the Allottee(s) for their respective Apartment(s).

2.2 Deemed Date of Possession: The cut-off date for taking possession of the apartment is within 2 (Two) months of the Occupancy Certificate/Partial Occupancy Certificate issued for the said apartment/building or as mentioned in the Intimation for Possession, whichever is later.

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

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

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

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

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

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

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

2.10 "Interest" shall mean the highest Marginal Cost of Lending Rate (hereinafter referred to as "MCLR") of State Bank of India (hereinafter referred to as "SBI") plus two percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus two percent.

3. APARTMENT AREA & PAYMENT SCHEDULE

3.1 Apartment:

Category	Plinth Area* (sft.)	Carpet Area ** (sft.)	Balcony Area (sft.)	Price of Apartment (Rs.)
Spandan – 1BHK	425	307	16	7,98,814
Spriha – 3BHK	901	680	37	32,80,610

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

** "**Carpet Area**" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

3.2 Payment Plan:

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

B. The prices mentioned hereinbelow are not inclusive of any taxes. All applicable Taxes, for e.g. Goods & Services Tax (GST) / Duties / Levies / Cess / Deposits/ Reimbursements will be charged separately.

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 45 days from the date of Provisional Allotment Letter and /or before execution of Agreement for Sale) (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	30,000	49,881	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							
			Allotment Money (payable within 45 days from the date of Provisional Allotment Letter and /or before execution of Agreement for Sale) (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.)	Final Payment (On Issuance of Intimation for Possession) (Rs.)
Spriha (3 BHK)	32,80,610	1,00,000	2,28,061	3,28,061	3,28,061	4,92,091	4,92,091	4,92,091	4,92,092	3,28,062

For 2- wheeler (in-stilt):

Type of Parking	Total Price per Parking (Rs.)	Allotment Money (payable within 45 days from the date of Provisional Allotment Letter and/or before execution of Agreement for Sale) (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. After issuing Provisional Allotment Letter to all successful/eligible applicants an Agreement for Sale will be entered into by and between BSHDPL (Promoter), West Bengal Housing Infrastructure Development Corporation Limited ("WBHIDCO") being represented by its constituted attorney Shapoorji Pallonji And Company Private Limited (SPCPL), SPCPL, as the Confirming Party and the Allottee, and the same will be registered with the appropriate Registry Office having jurisdiction over the said property and/or the Apartment. The Agreement for Sale will specify the particulars of development of the project including the construction of building and the Apartment along with the specification and internal development works and external development work, schedule within which possession of the Apartment is to be handed over, the rates of interest payable by BSHDPL to the Allottee and the Allottee to BSHDPL in case of default and such other particulars as may be prescribed therein in the Agreement for Sale.

3.4 On completion of different milestones, BSHDPL will issue Demand Letter to the Allottees for making payment. Timely payment of allotment money, installments and other applicable charges, shall be the essence of each payment. It shall be incumbent on the Allottee(s) to comply with the terms of payment as stipulated herein in this document and in subsequent letters.

3.5. Stamp Duty, Registration fee, Commissioning fee, Copywriting fee, Standard user charges, Other incidental charges/any reimbursable expenses and/or any other Taxes/Duties/Levies/ Cess/ Deposits existing or imposed in future by Government or any other Statutory/Appropriate Authorities whether prospectively or retrospectively as per statutory notification shall be charged separately and recovered from the Allottee(s) for execution and registration of Agreement for Sale and Deed of Conveyance. The same is also applicable incase of execution and registration of Deed of Declaration / Deed of Cancellation (if required).

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

4. WHO CAN APPLY:

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

Spandan (LIG) - Gross average family income within Rs. 30,000/- per month.

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

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

4.2 Only one individual can apply as First / Sole Applicant. Joint application up to two individuals is permitted only if both Applicants are members of the same family. The Gross Average Monthly Income of the family is considered for eligibility in this scheme. Incase of joint application, the 1st applicant should have minimum source of income & proper document with regard to the same.

4.3 Any person who had already been allotted/owns an Apartment in any earlier phases of Shukhobrishti either in his/her/their name or in the name of the joint Allottee(s) or in favour of any member of the family (as defined herein), is debarred from applying for any Apartment in this scheme. In case at any given stage if it is found that allottee/ family has been allotted apartment in Shukhobrishti then the said Allotments will be cancelled and money will be refunded after deducting necessary charges as per clause no. 10 and 27. No interest or any kind of compensation will be given if the apartment gets cancelled at a later stage i.e. on or before handing over possession/ registration etc. In the said circumstances, Allottee(s) will have no claim/ rights on the said apartment.

4.4 Gross Average Monthly Income for family would be determined on the basis of submission of relevant documents, as mentioned in Clause No. 5 for all earning members of the family. In case of submission of income documents for only the sole/joint applicant, his/her/their income will be considered as the family income vide the Declaration in the Application form and manner hereto annexed. The Applicant (s) must have his/her/their own source of income and should submit the documentary evidence as stated in Clause no.5.

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

5. DOCUMENTARY EVIDENCE OF THE INCOME:

5.1. A. For Salaried Persons:

- Copy of Pay Slip for the month of March' 2018 duly stamped and signed by authorized officer of the employer or Annual Salary Certificate or Form 16 under the Income Tax Act 1961 for the Financial Year 2017-18 (Assessment Year 2018-19), duly stamped and signed by authorized officer of the employer.

AND • For Salaried Persons who are not filing Income Tax Returns:

An original Certificate of Gross Total Income for the Financial Year 2017-18 (Assessment Year 2018-19) issued by an individual practicing Chartered Accountant / a Chartered Accountant Firm on their letterhead, duly stamped and signed, bearing Membership Number and Firm Registration number.

• For Salaried Persons who are filing Income Tax Returns:

Copy of Income Tax Return for the Financial Year 2017-18 (Assessment Year 2018-19) duly acknowledged by the Income Tax Department. The gross total income as per return before any allowable deductions shall be considered as annual income.

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

- Copy of Income Tax Return for the Financial Year 2017-18 (Assessment Year 2018-19) duly acknowledged by the Income Tax Department. The gross total income as per return before any allowable deductions shall be considered as annual income.

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

- An original Certificate of Gross Total Income for the Financial Year 2017-18 (Assessment Year 2018 -19) 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 2017-18 (Assessment Year 2018 -19) 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 2017-18 (Assessment Year 2018 -19) 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 2017-18 (Assessment Year 2018-19). 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 2017-18 (Assessment Year 2018 -19) 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 CARD (Permanent Account Number): Submission of copies of PAN 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. In case the applicant(s) is successful in the Draw of Lots, applicant(s) is/are required to furnish the PAN details within 30 days from the date of Draw of Lots, failing which the application is liable to be rejected.

5.3. All successful applicants (whether Sole Applicant or Joint Applicants) have to affirm an Affidavit on appropriate Stamp Paper before a Notary Public or a 1st Class Magistrate in the form and manner hereto annexed and submit the same along with his/her/their documentary evidences (Please refer Clause no. 8.7. - 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 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. One applicant (whether as Sole Applicant or as Joint Applicants) can submit only one application under any particular category of Apartment, so as to give equal chance to all eligible applicants. Multiple applications in either of the apartments shall not be entertained. If any Applicant applies for both category of apartments and the same is noticed during the initial scrutiny and/or at any subsequent stages after the draw of lots or allotment, BSHDPL reserves the right to cancel both the Allotments.

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

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

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

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

6. APPLICATION – OVERVIEW:

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

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 Phase-9 of Shukhobrishti with the facility of **Online Payment of Application Kit price** alongwith online submission of application form and application money. **Applicants, who have bought the form online, have to compulsorily fill up the form electronically i.e. online.** However, payment of **Application Money** can either be made online (through Net Banking only) or by way of Demand Draft/Pay Order depending on the manner of submission.

6.4. In case of Online Applications, those who are intending to submit Application form offline and for all Offline Applications, the respective Applicants, should submit their duly signed and completed Application form and Declaration along with the application money through Demand Draft / Pay Order which should be made payable at Kolkata (or respective place of submission of Application Form if outside Kolkata) and drawn in favour of "**BSHDPL SPANDAN PHASE 9**" for Spandan (LIG) applicants Or in favour of "**BSHDPL SPRIHA PHASE 9**" for Spriha (MIG-U) applicants for the amount of application money as shown in the price & payment schedule provided in Clause No. 3 above along with a pay-in-slip for submission at any of the designated Bank branches.

6.5. In case, the applicant is located outside West Bengal and is desirous of making offline payment of application money, in such case, a copy of the online application form and declaration duly filled and signed together with the Demand Draft payable at Kolkata for application money should be sent by post to our office address as mentioned in both our website as well as the last page of this GTC. The application (s) should reach our address on or before the due date within 10.00 a.m to 5.30. p.m. on weekdays (Monday

to Friday), excluding Bank / Public Holidays. Applications reaching BSHDPL's office beyond the last date of receipt of Application Form will not be accepted for whatever reasons. Acknowledgement for such applications received by post, shall be sent to the Applicant within reasonable time.

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

6.7. The applicant should provide details of his/her Name, Application Number, Contact Number on the reverse of the Demand Draft / Pay Order.

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

6.9. Refund of application money would be done electronically through RTGS/NEFT to unsuccessful applicants in draw of lots within 60 (sixty) working days from the date of 'Draw of Lots'. 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 is to be borne by the applicants.
- No part or fractional payment of application money will be accepted.

6.10 In case of Online payment of application money, the application money will be refunded to the same account from where it is being remitted in case of unsuccessful or withdrawal or rejection cases. 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.

7 APPLICATION PROCEDURE:

7.1. Applicants who would make Online purchase of Application form but intend to make payment offline should take a print out of duly filled up and signed Application Form, Declaration along with Application money. The said Application Form, Declaration along with Application money and Pay-in-slip as instructed in the Application Form should be submitted at the specified HDFC Bank Branches mentioned below.

7.2. Applicants who would make Offline purchase of Application form should submit duly filled up Application Form and Declaration along with Application money and Pay-in-slip as instructed in the Application Form at the specified HDFC Bank Branches mentioned below. **List of HDFC Bank Branches (hereinafter referred as "the Bank"):**

Sl. No.	Branch Name	Address		
1	B K Paul	90, B K PAUL AVENUE (NEXT TO ALLAHABAD BANK)	KOLKATA	700 005
2	India Exchange Place	P/34, INDIA EXCHANGE PLACE, SHAH HOUSE	KOLKATA	700 001
3	New Market	6, MARQUIS STREET,	KOLKATA	700 016
4	Lyons Range	1, INDIA EXCHANGE PLACE	KOLKATA	700 001
5	Baguihati, Jora Mandir	H/J2, RAJARHAT ROAD, BAGUIHATI	KOLKATA	700 059
6	Barrackpore	5, B T ROAD, CHIRIAMORE, BESIDE JAYANTI CINEMA HALL, BARRACKPORE	KOLKATA	700 120
7	Madhyamgram	ROHINI, SODEPUR ROAD, MADHYAMGRAM	KOLKATA	700 129
8	Shyambazar	55/1, BHUPENDRA BOSE AVENUE, SHYAMBAZAR	KOLKATA	700 004
9	Rajarhat Gopalpur	ORCHID PLAZA, P S RAJARHAT, GOPALPUR, RAJARHAT	KOLKATA	700 135
10	Asyst park	ASYST PARK, SALT LAKE SECTOR V, NEAR WEBEL MORE	KOLKATA	700 091
11	Behala	155, DIAMOND HARBOUR ROAD, MANTON, BEHALA	KOLKATA	700 034
12	Central Plaza Br.	2/6, SARAT BOSE ROAD,	KOLKATA	700 020
13	Garia	1458, GARIA MAIN ROAD, BLOCK D, 1ST FLOOR,	KOLKATA	700 084
14	Golpark	132 A SOUTHERN AVENUE, MEGHNAD SAHA SARANI, GOLPARK	KOLKATA	700 029
15	Kasba	241, NABAPALLY, RAJDANGA MAIN ROAD, KASBA	KOLKATA	700 107
16	Asansol - West Bengal	P C CHATTERJEE MARKET, G T ROAD, RAMBANDHU TALA, ASANSOL	ASANSOL	713 303
17	Durgapur - West Bengal (City Centre)	A102/103, BENGAL SHRISTRI COMPLEX CITY CENTER,	DURGAPUR	713 216
18	Haldia - West Bengal	MANJUSHREE, AKASH GANGA COMPLEX, HALDIA	HALDIA	721 602
19	Kharagpur - West Bengal	MALANCHA ROAD, PASCHIM MEDINIPUR	KHARAGPUR	721 301
20	Midnapore Town	SAMRIDDIH APARTMENT, NR VTT COLLEGE, MEDINIPUR	MEDINIPUR	721 101
21	Serampore	61/C, G T ROAD, NEAR BELTING BAZAR, SERAMPUR HOOGHLY	SERAMPUR	712 203
22	Siliguri - West Bengal	136/115, HILL CART ROAD, SILIGURI,	SILIGURI	734 001
23	Golabari, Howrah	14/6, MACKANZIE LANE, GROUND FLOOR,	HOWRAH	711 101
24	Howrah Shibpur	493/C/A, G T ROAD, HOWRAH	HOWRAH	711 102

Disclaimer:

- I. In the event of any problem involving online payment of application money, the decision of the bank whose portal is being used will be final regarding genuineness of the transaction.
- II. In a situation where online payment is accepted but subsequent uploading of form or generation of payment acknowledgement is not generated then reference would be made to the respective Transaction ID and Application number, subject to submission of necessary details by applicant in support of his/her/their claim along with a confirmation from his/her/their Bank.
- III. Convenience charges (if any) payable on account of online payment of Application money is on account of prospective Applicants only.

8. DRAW OF LOTS & REFUND TO UNSUCCESSFUL APPLICANTS:

8.1 BSHDPL is committed to a fair, transparent and equitable method of allotment of the Apartments on the basis of Draw of Lots. This Draw of lots to be held for the purpose within 120 (One Hundred Twenty) days from the last date of submission of Application subject to force majeure reasons as stated in Clause no. 15 herein below. The date of 'Draw of Lots.' shall be notified in our website www.shukhobrishti.com & also the local news paper.

8.2. Entire process of draw of lots will be conducted under the supervision of independent professional agency appointed by BSHDPL, with the full responsibility to conduct the process in a systematic manner.

8.3. 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 for both types of Apartments. Each of such waiting list applicants will be provided with a running serial number as the wait list number. Apartments will be offered to them in the event of withdrawal / cancellation of successful applicants. The said offer / allotment will be made according to the running serial numbers only. The payment schedule for allotment of Apartment from waitlisted applicants will be mentioned in Provisional Allotment Letter, which may differ from the payment schedule mentioned in Clause No. 3. The successful Applicant from waitlist quota will have to abide by the payment schedule mentioned in the Provisional Allotment Letter and/ or Agreement for Sale only. The waitlist quota created on Draw of Lots will be valid for the period of 90 days from the date of draw of lots. The application money paid by such applicants shall be retained till the 90th day. After expiry of the 90 days period and not later than 120 days BSHDPL will refund the application money to the unsuccessful applicants of waitlist quota without any interest. In case any Apartment is cancelled/ withdrawn after the 90th day from the date of Draw of Lots, it shall remain with BSHDPL and BSHDPL reserves the right to allot these Apartments at its own discretion. The results of the 'Draw of Lots.' shall be displayed in our website www.shukhobrishti.com & at our Kolkata Regional office within 2 working days.

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

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

- For Offline payment cases - Refer Clause no. 6.9
- For Online payment cases – Refer Clause no. 6.10.

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

8.7. Checklist:

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

8.7.A. During Application:

- Applicants buying Application Form online must fill it up by online mode only.
- Duly filled-in and signed Application Form or printed copy of Application Form submitted online and Declaration in specified format.

- Demand Draft / Pay order drawn in appropriate name as mentioned in Clause 6.4 along with the duly filled pay-in-slip (Refer Clause No. 7) and / or an acknowledgement for submission of Application form.
- A blank cancelled CTS Cheque (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.

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

- Documentary proof in support of Gross monthly income (Ref. Clause No. 5)
- Photocopy of PAN CARD (self-attested) / Photocopy of receipt of acknowledgement of application for obtaining PAN CARD (subject to condition as per Clause No. 5).
- 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/ Council-or/ 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.

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

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

9. REFUND SUBSEQUENT TO SCRUTINY & REJECTION/CANCELLATION:

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

9.2 In case multiple applications are received from any individual, all such applications would be marked void and summarily cancelled without any intimation. Moreover, if by any chance multiple allotments are made in the Draw of Lots to a particular applicant(s) who has submitted multiple applications, in such cases all the allotments to the particular applicant(s) would be cancelled.

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

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

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

9.6 Wherever allotments are cancelled due to reasons mentioned above, the application money as well as subsequent installment moneys shall be refunded after deduction of necessary Service Charges together with 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.

9.7 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 case of payment of Application money by Online mode, Refund will be made to the same account from where it was originally remitted. Under exceptional circumstances, BSHDPL at its discretion, may refund Application Money/ Cancellation Money through Demand Draft/Pay Order and send it through Speed Post/Registered Post to the respective applicant at the address of correspondence as mentioned in the application form.

10. WITHDRAWAL OF APPLICATION/CANCELLATION OF BOOKING:

10.1 Before Draw of Lots:

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

- I. Spandan Rs. 7,500/- plus G.S.T at applicable rates and any other tax becoming applicable subsequently
- II. Spriha Rs. 25,000/- plus G.S.T at applicable rates and any other tax becoming applicable subsequently

10.2 After Draw of Lots:

Applicants are free to withdraw their applications and cancel their booking at any time even after being successful in the draw of lots but before making payment of the final consideration of Apartment 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, taxes paid on installments including application money if any as given below:

- I. Spandan Rs. 15,000/- plus G.S.T at applicable rates and any other tax becoming applicable subsequently
- II. Spriha Rs. 50,000/- plus G.S.T at applicable rates and any other tax becoming applicable subsequently

Note:

Refund of deposited amount shall be made within 90 working days from the date of receipt of application for such withdrawal / cancellation. However, it is subject to completion of all documentations viz. execution and registration of cancellation of Agreement for Sale (if applicable). Allottee has to co-operate and complete the documentation at the earliest. BSHDPL shall not be held responsible for delay in payment in case if the delay is on the part of the Allottee. In case of rejection or withdrawal of any

allotment, all relevant cost in relation to Agreement for Sale/Deed for Cancellation (if applicable) will be borne by Applicant as per the bill raised by Advocate of BSHDPL and the same will be recovered from the Application money and/or to be paid by the Applicant.

Service charges are subject to any taxes, duties, levies, cess (as applicable), which shall also be deducted in addition to the aforementioned Service charge.

Refund to waitlist quota Applicants – Applicants in the waitlist quota will have the option to opt out/ withdraw from the said quota within **60** days from the date of Draw of Lots. In such case the entire amount of application money will be refunded to the applicant without deduction of any service charges (along with all applicable taxes at prevailing rates) and/or any other taxes, duties, levies, cess (if any), within 45 working days from the date of receipt of request for such withdrawal. However, if any applicant (from waitlist quota) denies / rejects to take the apartment offered to him/her/them, service charges (along with all applicable taxes at prevailing rates) as mentioned above in Clause No.10 and 27 will be applicable. BSHDPL will refund the application money after the said deduction within 45 working days from the date of receipt of request for such refusal / denial from the applicant.

11. DEMISE OF APPLICANT:

11.1. Before and After Draw of lots:

i. Sole Applicant: The application shall stand cancelled in case of demise of applicant before Draw of lots is conducted. The Application shall also be treated as cancelled in case of demise of applicant after Draw of lots but before submission of requisite documents. The application money shall be refunded to the legal heirs of the deceased applicant on submission of necessary documents to BSHDPL to its satisfaction without any deduction of Service Charges in abovementioned scenarios.

ii. Joint Application: In case of sudden demise of one of the joint applicants, the surviving applicant would be treated as sole applicant only upon submission and/or production of necessary documents by the surviving applicant to BSHDPL and no addition or change shall be entertained in this regard.

iii. Waitlist Applicant: In case of sudden demise of sole applicant, the application shall stand cancelled and the application money shall be refunded to the legal heirs of the deceased applicant on submission of sufficient documentary evidences without any deduction of Service Charges. In case of joint application please refer Clause No. 11.1(ii) above.

11.2. **After Allotment:** In case of sudden demise of an Allottee(s) (in case of both Sole or Joint Allotment), BSHDPL should be informed of the incidence of demise within **30 days** from the date of demise, alongwith a copy of the death certificate and other necessary documents as required by BSHDPL. However, the heir(s)/heir(s) of the deceased Allottee(s) will be entitled to obtain allotment of the said apartment in his/her/their favour subject to the production of necessary documents of representations to title as may be required by BSHDPL in this regard including Probate, letters of administration and Succession Certificate and/or other appropriate court order(s) as per applicable Indian Law and production of appropriate documentary evidences along with all other necessary documents within a reasonable time. The legal heirs/heir(s) of the deceased Allottee(s) shall have to comply with all the documentations as required by BSHDPL for such fresh allotment in his/her/ their name(s) in place of the deceased. He/She/ They shall also be entitled to the execution and registration of Agreement for Sale and Deed of Conveyance in his/her/their favour in respect of the said apartment subject however to the production of necessary

documents of representation to the title as aforesaid. The substituted allottee shall have to comply with all the documentation as required by BSHDPL before getting allotment of the said apartment. **A transfer fee plus G.S.T at applicable rates and any other tax becoming applicable subsequently for transfer of name to the surviving legal heir may be charged.** Substitution of allotment of apartment and/or parking space(s) may be made at the discretion of BSHDPL and the decision of BSHDPL in this regard shall be final and conclusive. Only those cases will be considered where payment has been made up-to-date as per the payment schedule by the Allottee(s) during his/her lifetime. In addition, the legal heir(s)/heiress(s) of the deceased Allottee(s) shall have to comply with all statutory formalities, payment of allotment money, installments, final payments and payment of transfer fee (if any) along with all accumulated interest, taxes, charges, duties, levies, cess (if any) and all other documents as may be required by BSHDPL for such transfer of allotment. BSHDPL reserves the right to refuse and/or reject any application of any person for transfer of allotment if BSHDPL is not satisfied on the basis of the documents produced before them and the decision of BSHDPL shall be final and binding in this regard.

12. DELAY IN PAYMENT:

12.1 It shall be incumbent on the Allottee(s) to comply with the terms of payment (as mentioned in Provisional Allotment letter/Agreement for Sale) in respect of the Apartment, Parking Space and also any other amount payable mentioned herein this Document.

12.2 Payment of allotment money is required to be made within the date of payment as stipulated in the Provisional Allotment letter and Agreement for Sale. No extension of time will be allowed for payment of allotment money. In case the payment is delayed, the allotment shall get automatically cancelled, the application money will be refunded to the Allottee(s) without any interest and after deduction of the applicable service charges (along with all applicable taxes at prevailing rates) and/or any other taxes, duties, levies, cess (if any), as mentioned in Clause No. 10 and 27.

Incase Installment payment(s) are delayed beyond scheduled dates, the Allottee(s) shall have to pay interest (as defined herein) on the amounts due, outstanding and payable in respect of any installment for the Apartment and Parking Space plus G.S.T at applicable rates and any other tax becoming applicable subsequently from the date on which the amount falls due, both days inclusive. Delay in payment beyond sixty days from the scheduled date as mentioned in the Intimation for installment payment, shall not be accepted. In case of such delay, the allotment shall be cancelled forthwith with intimation to the Allottee(s) as referred in Clause No. 27. The decision of BSHDPL in this regard shall be final and binding and will have to be abided by the Allottee(s). In such an event the Allottee(s) shall have no right, title, interests, claims, demand and/or lien on the apartment. The Allottee(s) shall have to abide by the terms of Provisional Allotment Letter with regard to execution of Agreement for Sale within the stipulated period as mentioned therein. BSHDPL shall have the right to cancel the provisional Allotment for any unjustified delay on the part of the Allottee for execution of the Agreement for Sale.

13. ALLOTMENT OF 2 & 4-WHEELER PARKING SPACES:

13.1 One number of 2-Wheeler Parking Space (in-stilt) is mandatory for each Spandan Allottee(s) only. 4-Wheeler Parking Space (In-stilt/Open) are optional for both Spandan and Spriha Allottee(s). It may be noted that the availability of 4-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 payment schedule of the said 4-Wheeler Parking Space (Both open and in-stilt) for exclusive right to use

will be intimated to the successful Allottee(s) in the provisional Allotment Letter.

13.2 The total number of parking spaces (for exclusive right to use) available will be determined subsequent to a firm allotment of an Apartment in Shukhobrishti. In case of an over subscription in the application for allotment of Parking Space, the same will be allotted through a process of draw of lots which would be conducted through an internal process of draw of lots. The Applicants successful in draw of lots will be intimated by a Provisional Allotment Letter for Parking Space(s) alongwith the payment schedule. Delay in payment of Allotment money for the parking space(s) beyond the stipulated period as mentioned in the Provisional Allotment Letter shall not be accepted and allotment of such parking space will be cancelled. In case of cancellation and/or withdrawal of 4-Wheeler parking space by the Allottee(s), the G.S.T at applicable rates and any other tax becoming applicable subsequently from the date on which the amount falls due, both days inclusive shall be deducted from the consideration amount of Apartment. The Said cancelled/withdrawn parking space shall remain with BSHDPL and BSHDPL reserves the right to allot these parking spaces at its own discretion.

13.3. Allottee(s) shall use the parking space or any part thereof only for purposes for parking of 2-wheeler vehicle/Light Motor Vehicles (depending upon the parking space allotted) only and strictly for no other purpose. Please be informed that Allottee(s) can park only one vehicle under all circumstances. As the parking spaces are integral amenity to the Apartments, the Allottee(s) shall not be entitled to separately transfer and/or deal with parking space(s) independent of the Apartment, for any other usage No Parking Space shall be allowed to be encased either by a wall / mesh or by any other structure.

13.4. 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:

14.1 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 - within 36 months from the date of Provisional Allotment Letter.

Spriha - within 48 months from the date of Provisional Allotment Letter.

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

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

15. FORCE MAJEURE:

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

16.2 In case the Allottee(s) fails to take possession of his/her/their Apartments within the Deemed Date of Possession as stipulated in Clause 2.2 herein the Allottee(s) shall be liable to pay **GUARDING CHARGES @ Rs. 500/-** (Rupees Five hundred only) per month or part thereof plus G.S.T at applicable rates and any

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

In case of such cancellation, BSHDPL shall refund the money paid by the Allottee(s) without interest after deduction of service charges @ 10 % of the paid consideration plus G.S.T at applicable rates and any other tax becoming applicable subsequently, of the Apartment and Parking space (if any) as referred in Clause no. 27. All taxes (like Municipal Tax), levies, duties, cess (if any) in relation to the said Apartment will also be charged to the Allottee(s) from the Deemed Date of Possession, as mentioned in Intimation of Possession till the date of cancellation.

17. TRANSFER OF PROVISIONAL ALLOTMENT OF APARTMENTS:

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

17.2 All allotment (Including transfer of allotment incase of demise of original Applicant/Allottee as mentioned above in Clause No. 11) shall further be subject to terms mentioned in the GTC, Provisional Allotment Letter, Intimation for Installment Payment, 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 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 agreement for sale and deed of conveyance will be entertained, unless such changes are required to cure any gross mistake or typographical or arithmetical error. The Allottee(s) will be required to make themselves available and complete necessary formalities including Execution and Registration of the 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 conveyance in favour of the Allottee(s). In case due to the absence of the Allottee(s), the registration cannot be done on a scheduled date then the registration of the Deed of Conveyance may be done at a future date subject to the convenience of BSHDPL, concerned Registrar/Sub-Registrar and the said Allottee(s) shall be liable to pay the additional amount (if any) which may have to be paid and/or incurred towards stamp duty, registration fees and/or any other expenses to be incurred in this regard.

18.2. All the Allottee(s) will be required to become members of the Apartment Owners' Association of Shukhobrishti under The West Bengal Apartment Ownership Act 1972 (or such other Body to be formed at the sole discretion of the BSHDPL and in accordance with the applicable Acts, Rules and Bye Laws), as and when called by BSHDPL. BSHDPL shall facilitate the formation of Apartment Owners Association.

Allottee(s) shall have to comply with the required documentation in this regard. An amount of **Rs.500/-** (Rupees Five hundred) only plus G.S.T at applicable rates and any other tax becoming applicable subsequently, shall be payable by the Allottee(s) for such purposes, prior to possession, as and when asked to do so.

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

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

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

19. RECREATIONAL FACILITY:

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

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

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

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

20. COMMUNITY CENTER:

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

20.2 The facility would be made available on a pay and use basis. It is expected that the Community Center is expected to be operational within 6 (Six) months from the date of completion of the last phase of the project, that is complete handing over of all apartments.

21. COMMON AREAS & FACILITIES:

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

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

22. MAINTENANCE RATE:

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

22.2 The Allottees shall be required to pay a consolidated amount of **Rs. 850/-** per month for Spandan Allottee(s) plus G.S.T at applicable rates and any other tax becoming applicable subsequently and an amount of **Rs. 2000/- per month** for Spriha Allottee(s) 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(s) 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 (for Spriha apartments only), Operation and Maintenance of Diesel Generators including fuels (for Spriha apartments only). The Services outside the Apartment but within the Complex shall also broadly include Maintenance and upkeep of internal roads, pathways, boundary walls / Fencing, Horticulture, Drainage system, Common Area lighting, Water supply, General Watch and ward within the Complex. Limited power backup facility (wherever applicable) shall also be provided for lighting common areas, stair case, for lifts, for pump operation and the consumption charges thereof shall be included in the monthly maintenance bills which the Allottee(s) would be liable to pay either to BSHDPL or its nominated maintenance agency and then subsequently to the Apartment Owner's Association as and when it is formed.

23. MAINTENANCE CORPUS DEPOSIT:

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

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

It may be noted that any deposit paid by BSHDPL to any statutory body such as West Bengal State Electricity Board ("WBSEB"), New Town Electric Supply Company Ltd. ("NTESCL"), West Bengal State Electricity Distribution Company Ltd. ("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(s) in proportion of the area of their respective Apartments. BSHDPL shall be entitled to recover such deposits from its Allottee(s) along with taxes/duties/levies/cess etc. (if applicable). The exact amount recoverable from the Allottee(s) will be intimated to the Allottee(s) before handing over/ possession of the Apartment. 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. STRUCTURAL DEFECT LIABILITY:

Structural Defect Liability shall mean any defects/damages caused to the structural members of the Towers, Common Amenities due to poor workmanship or poor quality of material used or due to provisioning of Services in the Towers by reason of which the Allottee (s) is prevented from the use and enjoyment of the Residential Apartment or the Common Area. Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Allottee (s) of the Residential Apartments or due to the following events:-

- i) Acts of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
- (ii) Acts of war, hostilities (whether war be declared or not), due to which the building is attacked;

(iii) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;

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:

Every Allottee shall be responsible to make necessary payments of all installments in the manner and within the time as will be specified in the Allotment Letter and/or in the Agreement for Sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent and other lawful charges, if any.

The Allottee shall be liable to pay interest (as defined herein) for any delay in payment towards any amount of charges to be paid in installments as aforesaid.

If the Allottee fails to pay any installment and/or the interest for delayed payment, in such case, BSHDPL shall have the right to cancel the allotment of the Apartment and the Agreement for Sale if entered into shall also be determined. In the event of such cancellation of allotment for any reason whatsoever, the Application Money, Allotment Money, Installments, all necessary charges for cancellation of Agreement for Sale, Security Deposits or any other amount received by BSHDPL will be refunded to the Allottee(s) after deduction of interest payable for delayed payment with applicable penalties, if any, receivable by BSHDPL and/or any other outstanding charges or amounts including [but not limited to) service charges [Goods and Service Tax (G.S.T)], any other taxes, duties, levies, cess (if any).

In the event of withdrawal or cancellation of provisional allotment, any payment made by the concerned allottee towards G.S.T. would be refunded subject to its actual recovery from the Department as and when it happens.

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. GOVERNING LAW & JURISDICTION:

(i) The legal relationship between the Allottee and BSHDPL shall be governed by the Laws of India. The acceptance of the provisional allotment along with the terms and conditions by the Allottee shall be binding on both the Parties till the execution and registration of the Agreement for Sale / Deed of Conveyance. After execution and registration of the Agreement for Sale between the BSHDPL and the Allottee, the terms and conditions as contained in the Agreement for Sale shall always prevail.

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

High Courts of Calcutta and/or the Court of Barasat in the State of West Bengal.

29. ARBITRATION:

29.1 Housing Industry Regulatory Authority established by the Government of West Bengal and/or the Housing Industry Appellate Tribunal formed and/or established in accordance with the provisions of WBHIRA shall have the authority to determine certain matters and/or disputes more particularly mentioned in the said Act.

29.2. Except as otherwise provided in WBHIRA and/or this Agreement, any dispute or differences between the parties hereto arising out of and/or relating to and/or connected with the residential apartment and/or this Agreement or any terms and conditions herein contained and/or relating to interpretation thereof, shall be referred to and finally resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended upto date and the rules made thereunder. 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.

29.3. The Parties agree that the Arbitrators appointed under Clause 29.1 shall have summary powers and may make interim orders and awards and/or be bound by the same.

29.4. 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.

30. MUTATION OF THE APARTMENT:

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

31. GENERAL:

31.1. 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.

31.2. 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 "Spriha" Block and "Spandan" Block in principle. It is further understood that the applicant(s)

is fully satisfied himself/herself/themselves about the interest and the title of WBHIDCO, BSHDPL and Shapoorji Pallonji & Co. Pvt. Ltd. ("SPCPL") in the land on which Shukhobrishti Mass Housing Complex comprised of various apartments are/will be constructed.

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

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

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

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

31.7 The Allottee(s) shall from time to time sign all applications, papers, documents, Agreement for Sale, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all other acts, deeds and things as BSHDPL may require in the interest of the complex and Apartment owners. In case of Joint Allottee(s), any document signed/accepted/ acknowledged by anyone of the Allottee(s) shall be binding upon the other Allottee(s).

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

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

31.10

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

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

31.11 After taking the possession, the Allottee(s) shall not be allowed to do any structural changes/aesthetical changes. The Allottee(s) shall not make any such additions or alterations in the Apartment that may cause blockage or interruption in the smooth flow of common areas and facilities within the complex and/or to cause damage or encroachment on the structures of the building(s) in the complex.

31.12 Complaints, if any, regarding damages/defects fittings and fixtures, etc. provided in the Apartments will be required to be brought to the notice of BSHDPL on the Date of Possession of the Apartment.

BSHDPL will not be responsible for any damage caused to the Apartments on account of delay in taking over possession and in such event, the Allottee(s) will have to take possession of the Apartments on "as is where is" basis. In the event of leakage/damage caused in other apartments or common areas on account of internal work done by the Allottee(s) in his/her/their apartment, the Allottee(s) shall have to make good the damage caused in such apartments/common area at his/her/ their expense under the supervision of BSHDPL.

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

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

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

31.16 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. Also the layout & building plans, specifications of the building/ complex & the apartment(s) are tentative & subject to variation.

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

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

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

31.20. BSHDPL shall have the right to raise finance from any Bank/Financial Institution/body corporate and to secure such borrowings/loans, BSHDPL shall also have the right to create mortgage and/or charge as may be required by the Lender(s) over and in respect of Shukhobrishti Mass Housing Complex/its construction or any part or parts thereof, in favour of one or more Lender(s)/Financial Institution(s) and for such mortgage/charge etc, the Allottee(s) shall have no objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of charge/mortgage during the construction/development

of Shukhobrishti Mass Housing Complex. Notwithstanding the foregoing BSHDPL undertakes to get such charge/mortgage, if created, released in respect of the allotted apartment before execution of the Deed of Conveyance in favour of the Allottee(s). Presently the project is mortgaged in favour of RBL Bank Ltd, SVC Bank and South Indian Bank.

31.21. 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.

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

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

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

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

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

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

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

31.29. 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.

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

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

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

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

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

31.35. No claim will be entertained by BSHDPL in case of delay in delivery of any correspondence including but not limited to intimation for submission of documents, provisional Allotment Letter, intimation for installment payment, intimation for possession, intimation for registration and Demand Draft/Pay Order for refund by the Indian Postal Authority, for any reason whatsoever being reasons like house locked/ address changed/shifted and/or lost/misplaced in transit.

NOTE:

1. Successful Applicants in "Draw of Lots" as well as waitlist applicants should mandatorily submit the documents within 30 Days from the date of Draw of Lots otherwise the said application shall be treated as cancelled.
2. All efforts will be made by BSHDPL to make provisional allotment of Apartment within 120 (One Hundred Twenty Days) from the date of draw of lots.
3. All offline submission of application forms and/or application money, needs to be deposited in the designated branches of the Banks as per the list mentioned hereinbefore.
4. No CASH payment or payment by Cheque will be accepted. Only Demand Drafts / Bank's Pay Order or online account transfer (if provided) will be accepted. Multiple DD/Pay Order will not be accepted.
5. DEMAND DRAFTS / PAY ORDERS must be drawn in favour of "BSHDPL SPANDAN PHASE 9" for Spandan applicants and in favour of "BSHDPL SPRIHA PHASE 9" for Spriha applicants. DEMAND DRAFTS /PAY ORDERS shall be payable at Kolkata or respective place of submission of Application Form if outside Kolkata. Online payment should be made at www.shukhobrishti.com.
6. Applicants name (in BLOCK letters), contact number and application number should be clearly mentioned on the back of the demand draft as well as on the photo copy of the same.
7. In a situation where any of the documents are untraceable/ misplaced. BSHDPL reserves the right of asking the applicant to serve the documents once again and also the right to reject the application if the same is not provided.

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

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

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

do hereby solemnly affirm and state as follows:-

1. That neither I nor my joint Allottee (if any) jointly or severally has been allotted any apartment in any previous phase of Shukhobrishti by Bengal Shapoorji Housing Development Pvt. Ltd. ("BSHDPL"). I/We shall have no claim on BSHDPL in case apartment/parking space(s) is not allotted to me/us 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/We am/are an adult/s and an Indian citizen/s and resident and shall use the apartment for residential purpose only.
4. That my/our average monthly gross family income from all sources is during Financial year 2017-18.
5. That I/We had/have applied for an Apartment at Shukhobrishti vide Application Number
6. That I/We had/have read and understood the terms and conditions in the General Terms and Conditions including the price and payment schedule. I/We do hereby declare that I/We shall abide by them as also may be prescribed by BSHDPL in future. I/We further agree to sign and execute the necessary documents with respect to Apartment, Parking Spaces (If any) and Association formation as and when advised by BSHDPL. I/We further agree that the Deed of Conveyance shall be duly executed and registered by WBHIDCO Ltd./BSHDPL and/or SPCPL in favour of us and shall be in such form and shall contain such particulars as approved by BSHDPL. I/ We also state that I/ We shall become member(s) of the Apartment Owners Association under the West Bengal Apartments Owners Act 1972. The rules/regulations/byelaws of such association will be approved by BSHDPL prior to submission of the same to the concerned authority.
7. I/We understand that the Bank is merely a collection agent for the project and in no way involved/responsible for the ultimate objectives/financial position of Bengal Shapoorji Housing Development Pvt. Ltd.
8. In case, any of my declaration is found false, at any point of time, before or after allotment, BSHDPL at its sole discretion shall cancel the application/allotment and take action as per the General Terms and Conditions.
9. I/We shall have no claim on BSHDPL in case of non-allotment of Apartment/Parking Space (as the case may be).

Nothing relevant has been concealed or suppressed. I am fully aware that relying on my/our presentations, BSHDPL may allot an Apartment and Parking Spaces (If any) in my/our favour. In case the above details are found to be incorrect/false at any stage even after allotment, BSHDPL at its sole discretion shall have the 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/our knowledge and belief. I sign and swear this Affidavit on this the Day of 2019.

Deponent

Identified by me

Before me.

Advocate

Shukhobrishti

THE LARGEST MASS HOUSING PROJECT IN INDIA

Bengal Shapoorji Housing Development Pvt. Ltd.

(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**

All the applicants whether Successful or Wait-listed should submit all the documentary evidences as mentioned in Clause 5 of the GTC within 1 month (30 days) from the Draw of Lots.

HIRA/P/NOR/2018/000280

HIRA/P/NOR/2018/000261

www.hira.wb.gov.in

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