

1. INTRODUCTION

- Bengal Shelter Housing Development Limited, a Joint Sector Company of West Bengal Housing Board, having its Office at BA- 2, Salt Lake City, Sector- I, Kolkata – 700 064, was incorporated on 28th January 2004 to cater the needs for growing demand of housing for people of all means throughout Bengal.

2. WHO CAN APPLY

- An individual or a minor through legal or natural guardian, Indian citizen or foreign citizen of Indian origin, resident in India or abroad (In case of minor, age proof and name of natural guardian is required).
- Joint application by maximum two persons is permitted.
- Other entity (ies), is a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate is required).

3. APPLICATION PROCEDURE

A person intending to acquire an apartment will have to apply in the prescribed application form contained in the brochure.

4. ALLOTMENT PROCEDURE

The flats will be allotted to the applicants on lottery basis in case the number of applicants are more than the number of flats. In case the applications remain under subscribed, the allotment will be made on first come first served basis on the discretion of [BSHDL](#).

5. PAYMENT

By Pay Order/Demand Draft/Cheque in favor of **“BENGAL SHELTER HOUSING DEVELOPMENT LIMITED”**, payable at Kolkata. (No outstation cheque will be accepted)

6. SCRUTINY AND REJECTION

- Applications remaining incomplete or deficient in any respect will be liable to be rejected.
- Applications containing false information are liable to be rejected and booking will be cancelled even if allotment is made, whenever so detected.

7. WITHDRAWAL OF APPLICATION/ CANCELLATION OF BOOKING

• Before Allotment

Service charge @ 5% (five percent) will be deducted from the application money.

• After Allotment

Service charge @ 10% (ten percent) will be deducted from the amount deposited/paid up to the date of withdrawal.

8. REFUND'S NRE/NRO A/c

If the application money has been paid out of Non-Resident Ordinary (NRO) Account of the applicant, refund will be made only to that Account. If the application money has been paid by the applicant out of Non-Resident External (NRE) Account of the applicant, the refund will be made only to the NRE Account, provided Banker's certificate for payment of application money out of the said NRE account is furnished.

9. PRICE (As per Schedule – Annexure 'A' and 'B')

Escalation

No price escalation will be charged to an allottee after payment of allotment money against confirmed allotments.

CAR PARKING

- Car parking facility has been provided in the complex at the ground floor level with a choice of covered and open parking.
- Down payment plan : 100% payment has to be made within 60 days of allotment.
- All applicants are at liberty to apply for car parking space.

- While every endeavor will be made to provide each applicant with at least one car parking space, the applicant, however, will be required to accept the decision of **BENGAL SHELTER** as final and binding. Earmarking of specific car parking spaces will be done in due course. After the above allocation if some unallotted car parking spaces remain available, the same will be offered to allottees desiring additional car parking space.

10. **DELAY IN PAYMENT OF INSTALMENTS AND/OR OTHER DUES**

- It shall be incumbent on the allottee (s) to comply with the terms of payment in respect of the apartment, car parking and/or any other payments.
- Payment of allotment money is required to be made within 60 (sixty) days of the date of allotment. No extension of time will be allowed for payment of allotment money. Payment of installments and all other dues shall have to be made as per payment schedule. In case payment is delayed the allottee(s) shall have to pay interest on the amount due @18% (eighteen percent) per annum for up to 2 (two) months of delay from the respective due dates. Delay in payment of installments and all other dues beyond 2 (two) months from the respective due dates shall not be condoned. In case of such delay the allotment may stand cancelled and **BENGAL SHELTER** shall deduct service charge @ 5% of the total sale price of the apartment and the car parking space. In case of such cancellation, the allottees shall have no right and/or lien on the apartment. Total deposit or installments paid by the allottee will be refunded after deduction of the said service charge.
- If any of the payments made by the allottee is dishonored for any reason, the company shall be entitled at its sole discretion either to cancel the allotment and refund all payments made by the allottee after deducting service charges as mentioned above or the company shall be entitled to charge a penalty of Rs. 500/- to be paid forthwith on demand.

11. **RESERVED QUOTA IN APARTMENTS/ SHOPS/TOWN HOUSES**

* 15% of the total units are reserved, which will be allotted at the sole discretion of **BENGAL SHELTER**.

12. **POSSESSION**

- **BENGAL SHELTER** shall endeavour to give possession of the apartment(s) to the allottee(s) within 36 (thirty six) months from the date of allotment of the apartment.

- The allottee (s) shall be deemed to have taken possession of their respective apartment(s) on the 15th (fifteenth) day of service of notice calling upon the allottees to take possession and such fifteenth day shall be deemed to be the date of possession, irrespective of the date when the allottees take physical possession of their respective apartment(s). The allottees shall be required to take possession of their respective apartment(s) on or before the deemed date of possession after fulfilling all the terms and conditions failing which the allottee(s) shall be liable to pay guarding charges @ Rs. 1000/- p.m. for the period between the deemed date of possession and the actual date of possession of the apartment by the allottee(s), over and above any other charges which may be payable.

13. COMPENSATION FOR DELAY IN POSSESSION

- Effective from the schedule date of completion till the deemed date of possession as aforesaid -

GROUP	PER MONTH
HIG	Rs. 5000/-
MIG	Rs. 3000/-

14. FORCE MAJEURE

* The allottee (s) agree(s) that the time as stipulated for delivery of possession of apartment as stated above is subject to force majeure which inter alias includes delay on account of non-availability of materials, water supply, electricity or slow down, strike or due to a dispute with the construction agencies employed by the company, civil commotion or by reason of war, enemy action or any natural calamities, rules or notification of the government/public/company, permission from Civil Aviation, HIDCO, Zila Parishad, KMDA whichever is applicable, **BENGAL SHELTER** shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the apartment.

15. TRANSFER OF APARTMENTS

- The allottee (s) opting for payment under Installment Payment Plan shall not be normally eligible to alienate and/or transfer their interests in the

allotted apartment in full or in part until full payment of all installments and interests thereon, if any, is made to **BENGAL SHELTER** except in deserving cases, solely at the discretion of **BENGAL SHELTER**. However, transfer/alienation would be permitted in case full payment is made by the allottee.

16. TRANSFER FEE

- 3% (three percent) of the consideration to be received by the allottee for such transfer including car parking or the total sale price of the apartment and the car parking as charged by **BENGAL SHELTER**, whichever is higher.
- Transfer made after **BENGAL SHELTER** has conveyed the apartment in favour of the allottee shall not be governed by these provisions.

17. REGISTRATION AND CONVEYANCE

- The Transfer/Conveyance Deed of the apartment (s) shall be executed and registered in favour of the allottee(s) after the apartment(s) have been constructed. Subject to receipt of all payments as stipulated and fulfillment of all other terms and conditions mentioned herein. The Deed of Transfer will be drafted by Solicitors/Advocates of **BENGAL SHELTER** and shall be in such form and contain such particulars as may be approved by **BENGAL SHELTER**. The allottee will be required to pay stamp duty, registration charges and other related charges, as may be levied by the Government from time to time, for registration of the Deed of Transfer of their respective apartments. Each allottee will also be required to pay to **BENGAL SHELTER** documentation charges @1% of total sale price of the apartment and car parking space.

18. THE CLUB - THE RECREATION FACILITY (HIG AND MIG)

- **BENGAL SHELTER** proposes to set up an exclusive Residents Club within the Complex as outlined in the Brochure. The intended facilities of the Club as outlined in the Brochure are tentative and may vary at the sole discretion of **BENGAL SHELTER**. 'HIG and MIG' shall have separate Recreational Centre for the use of the residents, for which each allottee shall be required to pay compulsory as per attached payment schedule.
- All other Rules and Regulations of the Club will be handed over to the Allottee(s) before the club is made operational.

19. EXTRA CHARGES

- Additional expenses on account of formation of association, electricity connection, legal charges, generator charges and any additional facility would be charged extra on a later date.

20. COMMON AREAS AND FACILITIES

A. Handing Over

- Associations under the West Bengal Apartment Ownership Act, 1972, will be created to take over the common areas and facilities of the respective towers and the maintenance and management thereof and all allottees shall have to become members of such Association. Further bodies comprising all such associations will be created for carrying out complex level maintenance, full details of which shall be formulated by **BENGAL SHELTER** in due course.

B. Interim Maintenance

- **BENGAL SHELTER** shall by itself or through its nominee, supervise the maintenance of the complex for a short period after handing over possession of apartments. **BENGAL SHELTER** will help creation of the Maintenance Body and the Management Committee within 18 months of handing over possession. **BENGAL SHELTER** will have the right to have one representative as a member of this committee for a period not exceeding 5 years from the “date of possession”. Details of Rules and Regulations regarding the creation and operation of the Association will in due course be circulated to the apartment owners .

C. Maintenance Corpus Deposit

- An interest free corpus deposit as indicated in the attached payment schedule will be charged by **BENGAL SHELTER**.
- This deposit will be transferred, without interest, to the Association and/or the Management Committee after handing over complete possession. This security deposit is to secure due payment and to ensure protection against default in payment of regular maintenance by the allottees. Each apartment owner will, however, have to pay regular monthly maintenance charges, which will be determined and formulated depending on the actual expenses.

21. GENERAL

- It is understood that the applicant has applied for allotment of a residential apartment with full knowledge and subject to all the laws/notifications and rules applicable to this area in general, and group housing project in particular, which have been understood by him/her. It is further understood that the applicant has fully satisfied himself/herself about the interest and the title of **BENGAL SHELTER** in the said land on which the apartments will be/are being constructed.
- **BENGAL SHELTER** will not entertain any requests for modification in the internal layouts of the apartments and external facades of the tower.
- The layout plans and building plans, specifications of the building(s)/complex and the apartment(s) are tentative and are subject to variations. **BENGAL SHELTER** may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, deem appropriate and fit or as may be directed by any competent authority. No complaint regarding design, layout and accommodation shall be entertained.
- The expression of allotment, wherever used herein shall always mean provisional allotment and will remain so till such time a formal deed of transfer is executed and registered by **BENGAL SHELTER** in favour of the allottees for their respective apartments.
- After the date of possession of the apartment, the allottee shall be liable to pay **BENGAL SHELTER** on demand all rates, taxes, levies, deposits including security deposits or assessments pertaining to the apartment and common areas proportionately.
- Complaints, if any, regarding specifications, fittings and fixtures, etc provided in the apartments will be required to be brought to the notice of **BENGAL SHELTER** within 15 days of taking over possession of the apartment. **BENGAL SHELTER** will not be responsible for any damage(s) caused to the apartments on account of delay in taking over possession and in such event, the allottees will have to take possession of the apartments on 'as is where is' basis.
- Water supply will be made available from deep tube wells till such time the New Town Water Supply Scheme is developed by HIDCO. After handing over of the Common Areas and Facilities of the project, Apartment Owners' Association/Co-operative shall make necessary correspondence with concerned New Town Authority for getting water supply connection from the New Town Water Supply Scheme as and when developed by HIDCO. The maintenance and running cost of the deep tube well would be borne by the Apartment Owners Association/Co-operative after the handover of the possession of the flats.
- Arrangement for disposal of the sanitary, sewerage and storm water will be made to the nearest off-site facility as per the permission granted by HIDCO/KMC/MUNICIPALITIES/DEVELOPMENT AUTHORITIES.
- Internal wiring for electrification will be provided for each apartment.

However, the allottee (s) will have to apply to WBSEB individual use and consumption for obtaining supply of power and the meter for their respective use and consumption. The allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to WBSEB.

- The allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by [BENGAL SHELTER](#) within 15 days of being required in writing to do so by [BENGAL SHELTER](#). Under the existing laws the stamp duty at the applicable rate is leviable on such agreement for sale. Such stamp duty shall be payable wholly and exclusively by the allottee(s).
- Application in the prescribed form as contained in the brochure is subject to the information and the terms and conditions stated herein and also in other parts of the brochure including all the documents/inserts, which are contained in the brochure.
- The applicants must quote the application number as printed in the acknowledged pay-in-slip and/or on allotment, their apartment number as indicated in the allotment letter, in all future correspondence.
- The applicant shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without prior approval of the company and the company at its sole discretion, may permit the same upon payment of a transfer fee @3% of the total cost of apartment including the car parking space.
- In case of Joint Allottees, all communication shall be sent by the company to the First Applicant only.
- The allottee of an apartment agrees to sign and execute all documents and agreement in the standard form as may be provided by [BENGAL SHELTER](#).
- Dispute (s) if any, shall be subject to the jurisdiction of The Courts of Law at Kolkata .
- [BENGAL SHELTER](#), however, may at its sole discretion, relax any of the condition(s). It also deserves the right to reject any application without assigning any reason whatsoever.