



GENERAL TERMS AND CONDITIONS



BENGAL UNITED CREDIT BELANI HOUSING LIMITED
(A joint venture between West Bengal Housing Board and United Credit Belani Group)

HILAND WILLOWS

CYPRESS PREMIUM [HIG Apartments]

General Terms and Conditions

1.

Cypress Premium, at a demarcated portion of land in Hiland Willows, offers approximately 54 Apartments in a Ground +13 storey high tower.
2.

Who can apply:

A.

An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or a Person of Indian Origin as defined in the Foreign Exchange Management Act, 1999 resident in India or abroad (in case of a minor, age proof and name and address of natural guardian to be supplied).

B.

Other Entity (ies), i.e. a Body Corporate incorporated in India or Partnership or HUF or any other association of persons (AOP) recognized as a legal entity under any law in India.

C.

The Applicant qualifying for allotment may be required to furnish such documentary evidence as deemed appropriate to satisfy Bengal United Credit Belani Housing Limited of the Applicant's ability to arrange and/or pay the Price of the Apartment.
3.

How to apply:

A.

A person intending to buy an Apartment will have to apply in the prescribed Application Form contained in the Brochure. It is important that care is taken to go through and understand the Terms and Conditions and instructions before filling the Application Form.

B.

The completed Application Form duly filled and signed by the Applicant along with the bank draft / pay order, the pay in slip contained in the application kit for the purpose should be submitted at the registered office of the company at 225C, AJC Bose Road, 4th Floor, Kolkata 700 020 or at any of the offices of State Bank of India., from 14th December 2007 onwards during the working hours / days as listed below

Serial Number	Branch	Address	Timings
1.	Ballygunge Branch	50A, Gariahat, (Near Gariahat Pantaloons' Shop) Kolkata 700 019.	Mon-Fri 11:00 am-3:00pm Sat-11:00am-1:00pm
2.	Tollygunge Branch	63, N.S.C. Bose Road (Near Malancha Cinema) Kolkata 700 040. Ph # 2481 1268	Mon-Fri 11:00 am-3:00pm Sat-11:00am-1:00pm
3.	Shyambazar Branch	124A, Bidhan Sarani, (Near Bag Bazar Bata) Kolkata 700 004. Ph # 2555 4764	Mon-Fri 11:00 am-3:00pm Sat-11:00am-1:00pm
4.	Jeevandeep Branch	1, Middleton Street, (Near Maidan Metro Station) Kolkata 700 071. Ph # 2281 7932	Mon-Fri 11:00 am-3:00pm Sat-11:00am-1:00pm
5.	Alipore Branch	24/1/1, Alipore Road, Kolkata 700 027. Ph # 2479 7035	Mon-Fri 11:00 am-3:00pm Sat-11:00am-1:00pm
6.	AE Market Branch, Salt Lake	Sector – I, Salt Lake, (Near AE Market, Salt Lake) Kolkata 700 064. Ph # 2358 8576	Mon-Fri 11:00 am-3:00pm Sat-11:00am-1:00pm
7.	PBB Branch, Salt Lake	HA-291, Sector III, Salt Lake City, Kolkata 700 097. Ph # 2334 4204	Mon-Fri 11:00 am-3:00pm Sat-11:00am-1:00pm
8.	New Town, Rajarhat	“Aahirini” Building, Action Area – IA, Zone-3, New Town, Rajarhat, Kolkata 700 156. Ph # 98362 68549	Mon-Fri 11:00 am-3:00pm Sat-11:00am-1:00pm

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- C. Applications from Persons of Indian Origin and Non-Resident Indians (NRI) shall be accompanied by the remittance to be paid out of foreign exchange remitted to India through normal banking channels or out of funds held in the Applicants' Non Resident External (NRE)/ Foreign Currency Non Resident (FCNR)/ FCNR Special Deposit account with banks in India and shall accompany a declaration to the effect that the Applicant shall use the Apartment for residential purpose only.
- D. Non-Resident Indians may also remit money out of the funds held in their Non Resident Ordinary (NRO) account but accompanied by their Bankers certificate as to the source of remittance of Application Money.
- E. If for any reason, Bengal United Credit Belani Housing Limited is not in a position to allot an Apartment to the Applicant, it will refund the amount deposited by the Applicant without any interest or compensation and the Applicant shall not raise any objection to the same.

4. Allotment Process:

- A. It is the endeavour of Bengal United Credit Belani Housing Limited to be fair, transparent and equitable in the method of allotment of Apartments.
- B. Bengal United Credit Belani Housing Limited respects the desire of each Applicant to choose the Apartment and its effort will be to try and accommodate the matter of choice to the extent possible.
- C. Since there is a differential price for Apartments on the basis of their floor levels, Bengal United Credit Belani Housing Limited is offering allotment on a 'first-cum-first-served' basis.
- D. Prospective applicants will be offered options from available apartments (which information shall be transparently shared with them at the registered office of Bengal United Credit Belani Housing Limited). Only fully completed applications accompanied with payment of Application Money shall be considered as confirmation of the intent of the Applicant to opt for purchase of his/her/its choice of Apartment.
- E. If for any reason, Bengal United Credit Belani Housing Limited is not in a position to allot an Apartment to the Applicant, it will refund the amount deposited by the Applicant without any interest or compensation and the Applicant shall not raise any objection to the same.

5. Scrutiny, Rejection and Refunds:

- A. Bengal United Credit Belani Housing Limited reserves the right to reject any application without assigning any reason whatsoever.
- B. Applications remaining incomplete or deficient in any respect and/or not accompanied with the requisite remittance and/or documents are liable to be rejected even if so detected at a later date during detailed scrutiny.
- C. Applications containing information which is false or misleading are liable to be summarily rejected and allotment, provisional or otherwise, is liable to be cancelled, at any stage. However, upon such cancellation, the installments paid till that date will be refunded without interest and after deduction of service charge @ 10% (ten percent) of the amount deposited by the applicant as on the date of rejection / cancellation.
- D. On rejection of the application, refund of money to unsuccessful applicants, without any interest and after deduction of service charge will be made in favour of the Applicant by A/c payee cheque payable at Kolkata, which will be dispatched at the address of correspondence as mentioned by the Applicant in the Application Form and/or as per the record of Bengal United Credit Belani Housing Limited.
- E. **Refund of Application money to unsuccessful Non-Resident Indian(s) (NRI) will be made in the following manner:**
 - i) If the Application Money has been paid out of the Non-Resident Ordinary (NRO) Account of the Applicant, the refund of the Application Money will be made only to that account.
 - ii) If the Application Money has been paid by the Applicant out of the Non Resident External (NRE) account of the Applicant, the refund will be made only to that account, provided Banker's certificate of payment of Application Money out of the NRE Account is furnished.

F. Refund of Application money to unsuccessful Person(s) of Indian Origin will be made in the following manner:

- i) Application Money will be refunded to the Non-Resident External (NRE) Account or Foreign Currency Non-Resident (FCNR) Account with banks in India as indicated in the Application Form or by remittance abroad (after deduction of commission) provided Banker's certificate of payment of Application Money out of the funds held in the Applicant's name in any of the aforesaid account/s or documentary evidence of remittance of Application Money from abroad through normal banking channels is established to Bengal United Credit Belani Housing Limited. The Applicants are requested to ensure that the certificate of source of account of Application Money is enclosed with the Application Form.

6. Withdrawal of Application:

A. Before Allotment

An Applicant may withdraw his/her/its application at any time before allotment and may get refund of the application money without any interest and after deduction of service charge @ 10% (ten percent) of the Application Money.

B. After Allotment

An Applicant is free to withdraw his/her/its application at any time after allotment but before the possession of the Apartment is made over, through written intimation to Bengal United Credit Belani Housing Limited subject to a deduction of 5% of the Total Price of the Apartment (i.e. price of the apartment together with the price of the vehicle parking space(s), if any, further together with the price of the servants' quarter, if any) if the written intimation for withdrawal is made within 90 days of the date of the allotment letter or a deduction of 15% of the Total Price of the Apartment, if the written intimation for withdrawal is made beyond 90 days of the date of the allotment letter, as the case may be.

7. Price:

The price for the Apartment, Parking Space and the servant's quarter (if any) shall be paid by the applicant as indicated in the Price and Payment Schedule attached hereto. It is clarified that the prices may, at the discretion of Bengal United Credit Belani Housing Limited, be revised /modified from time to time. Further, a height escalation charge shall be charged from the 2nd floor onwards at such rate as may be determined by Bengal United Credit Belani Housing Limited. The Applicant must verify with the Bengal United Credit Belani Housing Limited the Price and Payment schedule as existing at the time of making application to avoid any future complication in the matter.

All prices mentioned in the Price and Payment Schedule are exclusive of taxes and the Allottee shall be liable to pay all such taxes which may be levied by any authority in present or in future.

After issuance of the provisional allotment letter any manner of change, including but not limited to change in the payment plan, change in the apartment/car parking space, change in the name of the allottee/s to incorporate specifically only the name of the spouse or child of the allottee, may be entertained at the sole discretion of the Bengal United Credit Belani Housing Limited subject to payment of an extra charge of Rs. 5000/- per change by the allottee.

All payments shall be made by the Applicant/Allottee by cheque/pay order/draft/swift transfers in favour of Bengal United Credit Belani Housing Limited, payable at Kolkata. On any payments being made by outstation/dollar cheques, the Applicant/Allottee shall pay to Bengal United Credit Belani Housing Limited additional bank charges @ 0.5% of the value of such cheque. Further, on dishonour of a cheque on any ground whatsoever, the Applicant/Allottee shall be liable to pay to Bengal United Credit Belani Housing Limited a charge of Rs. 1000/- for every such dishonour.

8. Rebate:

If the Applicant pays the Total Price as indicated in the Price and Payment Schedule attached hereto within 30 (thirty) days of the Allotment Letter, the Applicant shall be entitled to a rebate of the Apartment Price. The relevant rate for Rebate of an Apartment Price is subject to change from time to time at the sole discretion of Bengal United Credit Belani Housing Limited.

9. Vehicle Parking:

Vehicle parking spaces shall be allotted to the allottee upon payment of separate consideration as determined by Bengal United Credit Belani Housing Limited.

Vehicle Parking space will be available on first-cum-first-serve basis, however, earmarking of specific vehicle parking spaces will be done by draw of lots before handing over possession of the apartment and the decision of Bengal United Credit Belani Housing Limited in this respect shall be final and binding.

If, after the above allocation some un-allotted vehicle parking spaces are available, they may be offered to allottees desiring additional vehicle parking space at the sole discretion of Bengal United Credit Belani Housing Limited.

In case of transfer of an apartment, subject to compliance of the conditions stipulated herein, the right to use the vehicle parking space shall be automatically transferred along with the apartment. The right to use the vehicle parking space is under no circumstances separately transferable. The right to use the vehicle parking space shall not confer on the Allottee any ownership of the such space on which such facility may be provided. Unallotted parking space, if any, shall continue to remain the property and in possession of the Bengal United Credit Belani Housing Limited.

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

It shall be incumbent on the allottee(s) to comply with the terms of payment in respect of the Apartment, vehicle parking and all other payments under the Price and Payment Schedule and the General Terms and Conditions. Payment of Allotment Money is required to be made within 30 (thirty) days of the date of allotment failing which the Application shall automatically stand cancelled. No extension of time will be allowed for payment of Allotment Money.

Payment of installments and all other dues shall be made within 30 (thirty) days from the date of issue of the letter to the allottee(s) for the outstanding amounts. In case such payment is delayed, the allottee(s) shall pay interest on the amount due @ 18% (eighteen percent) per annum from the respective due dates till payment is made.

Delay in payments of installments and all other dues beyond 90 days from the respective due dates shall not in the normal course be condoned. In case of such delay, Bengal United Credit Belani Housing Limited reserves the right to cancel the allotment and forfeit 15% of the Total Price of the Apartment and the Allottee(s) shall have no manner of right, claim, interest, demand or lien on/over the said apartment and/or against Bengal United Credit Belani Housing Limited. It is further clarified that no payment shall be received after the due date without the payment of the applicable interest.

11. Possession:

Subject to force majeure, Bengal United Credit Belani Housing Limited will endeavour to give possession of the Apartment (in the manner stipulated herein) to the allottee(s) within 42 (Forty Two) months from the date of allotment of the Apartment. If, subject to force majeure, Bengal United Credit Belani Housing Limited fails to do so within the said 42 (Forty Two) months from the date of allotment of the Apartment, then Bengal United Credit Belani Housing Limited shall be entitled to a grace period of further 3 (three) months (**Grace Period**). However, if Bengal United Credit Belani Housing Limited fails to do so (except due to force majeure) on expiry of the said Grace Period, the allottee will be entitled to compensation in accordance with the provisions mentioned herein below.

Force Majeure shall, inter alia, include but not be limited to non-availability or irregular availability of essential inputs, strike by contractor/construction agencies employed/to be employed, litigation, acts of God, delay by any of the statutory authorities/bodies in providing any infrastructure facilities and such other reasons beyond the control of Bengal United Credit Belani Housing Limited. Bengal United Credit Belani Housing Limited, as a result of such a contingency arising, reserves the right to alter or vary the Terms and Conditions herein, or if the circumstances so warrant, Bengal United Credit Belani Housing Limited may suspend the fulfillment of its obligations for such period as it may consider expedient and the Allottee agrees not to claim compensation of any nature whatsoever for the period of such suspension.

The allottee(s) shall be deemed to have taken possession of his/her/their/its respective Apartment on the 15th (fifteenth) day of service of notice calling upon the allottee(s) to take possession and such fifteenth day shall be deemed to be the '**date of possession**' irrespective of the date on which the allottee(s) take/s physical possession of his/her/their/its respective Apartment. The allottee(s) shall be required to take possession of his/her/their/its respective Apartment on or before the 'date of possession' after fulfilling all the Terms and Conditions.

On and from the 'date of possession' of the Apartment the allottee shall be liable to pay Bengal United Credit Belani Housing Limited all maintenance charges, rates, taxes, levies, outgoings, deposits including security deposits or assessments pertaining to the Apartment wholly and pertaining to the common areas and club proportionately, without dissent or demur.

In case the allottee(s) does/do not take possession on the 'date of possession' then the allottee/s shall pay to Bengal United Credit Belani Housing Limited holding charges @ Rs.1500/- per month from the 'date of possession' to the actual date when the physical possession is taken by the Allottee(s). The said holding charges shall be payable by the allottee/s over and above the maintenance charges and other outgoings that each of the allottee(s) is bound and liable to pay in terms hereof.

It is further clarified that physical possession of the said Apartment shall be withheld till all dues are cleared by the allottee(s) in respect of the Apartment, at the costs of the Allottee

12. Compensation for Delay in Possession:

- A. If Bengal United Credit Belani Housing Limited fails to deliver possession of the Apartment to the allottee (in the manner stipulated herein) within the stipulated time including the Grace Period mentioned herein above (subject to force majeure as stated herein above), then subject to such allottee having complied with all the terms and conditions of the allotment, Bengal United Credit Belani Housing Limited will pay compensation to such allottee effective from the scheduled date of possession calculated @ Rs.2/- (Rupees two) per square feet per month till the date of possession to such of the allottee. The compensation shall be payable only after the allottee clears all his/her/its dues including last installment (amount payable before possession) stamp duty, registration charges and all other dues required to be paid/demanded by Bengal United Credit Belani Housing Limited.
- B. Complaints, if any, regarding fittings and fixtures etc. provided in the Apartments will be required to be brought to the notice of Bengal United Credit Belani Housing Limited within 15 days of the 'date of possession'. In case the allottee(s) fail/s to take/s physical possession upon being called upon to do so by Bengal United Credit Belani Housing Limited, complaints of any nature shall not be entertained and in such an event, the allottee(s) shall have to take possession of the Apartment "as is where is" basis.

13. Transfer of the Apartment:

No transfer or alienation of interest in full or in part, shall be permitted or recognized by the Bengal United Credit Belani Housing Limited except upon fulfillment of the following conditions:

- i) Payment of a transfer fee @3% of the Total Price or the consideration for such transfer, whichever is higher, to Bengal United Credit Belani Housing Limited.
- ii) The Allottee has paid all amounts due under the allotment as on date of transfer.
- iii) Acceptance by the Transferee to be bound by and abide with all the terms and conditions of allotment.

Provided no Transfer Fee is payable in case of transfer to the spouse or child of the allottee(s), it is further clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a transfer unless such joint allottee is the spouse or child of the original allottee(s).

14. Registration and Conveyance:

- A. The Deed of Transfer/Conveyance of the Apartment shall be executed and registered in favour of the allottee after the Apartment has been constructed and the total Price, together with all other dues and deposits etc, are received by Bengal United Credit Belani Housing Limited and before possession is handed over to the allottee. The allottee will be required to pay the entire stamp duty, registration charges and other taxes and charges as may be levied by the government and/or any other authority from time to time and as applicable at the time of registration, legal fees and other related charges in addition to all prior deposits/payments made by the allottee(s). Such amount shall be deposited by the allottee(s) within 15 (fifteen) days from the date of issue of notice by Bengal United Credit Belani Housing Limited.
- B. The Deed of Transfer/Conveyance will be drafted by the Solicitors/Advocates of Bengal United Credit Belani Housing Limited and the same shall be in such form and shall contain such particulars as may be approved by Bengal United Credit Belani Housing Limited. Each of the Allottee(s) shall pay documentation/legal charges @ Rs. 10/- per square ft of the super built up area of the Apartment together with the super built up area of the Servant's Quarter (if any).

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- C. The Deed of Transfer/Conveyance will be drafted by the Solicitors/ Advocates of Bengal United Credit Belani Housing Limited and the same shall be in such form and shall contain such particulars as may be approved by Bengal United Credit Belani Housing Limited.
- D. If the Allottee does not get the Deed of Transfer/Conveyance executed and registered within the date notified a penalty of Rs. 5,000/- per month shall be paid by the Allottee to Bengal United Credit Belani Housing Limited. If the Allottee fails and/or neglects to get the Deed of Transfer/Conveyance executed and registered within one year of the date notified, then the allotment will be liable to be cancelled at the discretion of Bengal United Credit Belani Housing Limited and the total amount received may be refunded without interest and after deduction of 10% (ten percent) of the Total Price as service charge.

15. Extra charges:

Further additional expenses on account of formation of Association/Holding Organization, electricity connection charges, generator charges, electrical infrastructure cost & security deposit and any other additional facility shall be borne by the allottee as may be determined by Bengal United Credit Belani Housing Limited from time to time. The allottee shall be bound to make such payments within 15 (fifteen) days of notice of payment from Bengal United Credit Belani Housing Limited. These payments shall be deemed to form part of the Payment Schedule and any default in payment thereof shall attract the provisions of Clause 11 herein.

16. Common Areas and Facilities:**A. Handing over:**

An Association shall be formed to take over the common areas and facilities of Cypress Premium and the maintenance and management thereof and all allottees shall be bound to become members of such Association. In case of joint allottees in respect of an Apartment, only the principal allottee shall be entitled to become a member of the Association.

It is clarified that several common areas and facilities would be enjoyed in common by Cypress and Cypress Premium and the same would be maintained and managed jointly by the respective Associations of Cypress and Cypress Premium in co-ordination with each other.

B. Maintenance:

- (i) Bengal United Credit Belani Housing Limited shall by itself or through its nominee supervise the maintenance of the building and the common areas for a period of 24 months after handing over possession of the Apartment, Bengal United Credit Belani Housing Limited will help in creation of the Maintenance Body and an Association within 24 (twenty four) months from handing over possession. Bengal United Credit Belani Housing Limited shall have the right to have one representative as a member of this Association for a period not exceeding 5 (five) years from the 'date of possession'. This is to facilitate coordination as construction work on some parts of the complex will be going on. Detailed rules and regulations regarding the creation and operation of the Association will be prepared in due course and circulated to the Apartment owners. The detailed rules and regulations regarding maintenance, usage and management of the Apartment and all common areas including creation and operation of the Maintenance Body and Association shall be exclusively decided by Bengal United Credit Belani Housing Limited and the allottee gives his/her/its/their unfettered and irrevocable consent for the same. In particular, Bengal United Credit Belani Housing Limited and/or its nominee shall have the right to enter the Apartment of the allottee for the purpose of carrying out emergency repairs in the interest of the entire development
- (ii) Until the Association is formed, the allottee(s) shall pay maintenance charges and all other outgoings, to Bengal United Credit Belani Housing Limited against accountable receipt. In case the allottee fails to pay such maintenance charges and other outgoings the same shall be recovered by Bengal United Credit Belani Housing Limited from the maintenance corpus deposit (mentioned below) of such allottee lying with Bengal United Credit Belani Housing Limited. Upon formation of the Association, Bengal United Credit Belani Housing Limited shall transfer the balance of such maintenance corpus deposit, if any, without any interest, to the corpus of the Association and in case of shortfall, the defaulter allottee shall pay the balance to the Association and also replenish the deposit.

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- (iii) All operating and maintenance expenses that cannot be segregated and specifically allocated to either Cypress or Cypress Premium or Beech or Conifer or Conifer Premium shall be borne in the following ratio:
 Cypress and Cypress Premium-71%
 Conifer and Conifer Premium – 24%
 Beech – 5%
 by the respective associations. Until formation of the respective associations, the aforesaid costs and expenses shall be proportionately recovered by Bengal United Credit Belani Housing Limited from the respective Apartment owners. The allottee hereby accepts such method of calculation and undertakes to make payment of such sums upon demand.
- (iv) Maintenance expenses, including electricity for common areas and lift maintenance, etc. directly attributable to Cypress Premium shall be proportionately divided amongst the Apartment owners of the Cypress Premium. Other unallocable expenses shall be computed on the basis of total saleable area of Cypress and Cypress Premium and thereafter proportionately charged to the respective Apartment owners of Cypress and Cypress Premium.
- (v) Without prejudice to the aforesaid, in the event of default/ delay by the allottee in making payment of the maintenance charges and other outgoings, Bengal United Credit Belani Housing Limited / its nominee as the case may be shall have the right to withdraw all utilities & facilities to such Apartment of the defaulting allottee and the allottee(s) gives(s) his/her/its/their unfettered and irrevocable consent to the same.

17. Maintenance Corpus Deposit:

An interest free Corpus deposit of will be charged by Bengal United Credit Belani Housing Limited and the same shall be paid by the allottee in the manner indicated in the Price and Payment schedule attached hereto

Subject to clause 16 (B) (ii) above, such Maintenance Corpus Deposit will be transferred, without any interest, to the Association after handing over complete possession. Such corpus thereon shall form a sinking fund to be applied for repairs, replacements and improvements of the common areas and facilities as Bengal United Credit Belani Housing Limited or it's nominee/nominees may deem fit and proper. However, it may be necessary to call upon the allottee and the other allottees to contribute funds towards such repairs, replacements and improvements. Bengal United Credit Belani Housing Limited or it's nominee or nominees shall, at their sole discretion, determine the frequency, amounts and the proportion of such contribution and the allottee shall be bound to make payment of the same. Each allottee shall, however, be bound and liable pay regular monthly maintenance charges, as mentioned herein.

18. Club:

Cypress and Cypress Premium shall have a common Club containing a community hall, swimming pool and gymnasium for the use of the residents, for which each allottee shall be compulsorily required to pay a non-refundable and non-adjustable sum in the manner indicated in the Price and Payment Schedule attached hereto. The charges of the Club payable by the allottee shall be determined by Bengal United Credit Belani Housing Limited/Managing Committee from time to time.

A Managing Committee comprising members from the respective associations of Cypress and Cypress Premium shall be formed within 24 months from handing over possession, for conducting the affairs and managing the club. Such Managing Committee shall have the right to levy and recover monthly and user charges as may be necessary to defray the expenses of upkeep, maintenance and operation of the club and its facilities. Until such Managing Committee is formed, Bengal United Credit Belani Housing Ltd./ its nominee/s /Managing Committee shall have the right to operate and manage the club and to levy and recover such charges and the allottee shall be compulsorily required to make payment of the same.

Bengal United Credit Belani Housing Limited/ its nominee/s / the Managing Committee shall have the right to withdraw club privileges to any defaulting allottee and the allottee hereby gives his/her/its unfettered consent to the same.

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The rules and regulations pertaining to the regulation and management of the club shall be such as may be framed by Bengal United Credit Belani Housing Ltd./ its nominee/s /the Managing Committee and each allottee shall be bound by the same.

The membership shall be in the name of resident individual only i.e. no corporate membership shall be allowed. On sale or transfer of the apartment the membership shall get transferred to the transferee on or upon payment of the then applicable transfer fee.

19. General:

- a. It is understood that the Applicant has applied for allotment of a residential Apartment with full knowledge of the laws/notifications and rules applicable to this area in general, and group housing project in particular and the Applicant has fully satisfied himself/herself/ itself, about the interest and the right of Bengal United Credit Belani Housing Limited in the land on which the Apartments will be/are being constructed.
- b. Bengal United Credit Belani Housing Limited will not entertain any requests for modification in the internal layouts of the Apartment and external facades of the building. However, in case an allottee requests Bengal United Credit Belani Housing Limited for changes in the internal layout of the Apartment, such changes, if any, shall be allowed at the sole discretion of Bengal United Credit Belani Housing Limited and shall be carried out at the costs and expenses of the allottee. Upon the written request of the allottee, Bengal United Credit Belani Housing Limited, at its sole discretion, may agree to provide the Allottee with an Apartment in stripped down condition and allow such proportionate deduction in price as it may deem fit, for the fittings and fixtures not provided, provided that the allottee shall be obliged to adhere to the layout plan provided by Bengal United Credit Belani Housing Limited in completing the Apartment. However, all statutory charges payable to the concerned authority for any change in the plans will have to be borne by the allottee.
- c. It is unambiguously agreed and understood by the allottee that the layout plans and building plans, approximate super built up area of the Apartment, specifications of the building(s)/complex and the Apartments are tentative and are subject to variation. Bengal United Credit Belani Housing Limited 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/allowed by any concerned authority.
- d. In the event of paucity or non-availability or non-viability of any material Bengal United Credit Belani Housing Limited may use alternative materials/article but of similar good quality. The decision of Bengal United Credit Belani Housing Limited on such changes shall be final.
- e. The allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by Bengal United Credit Belani Housing Limited within 15 (fifteen) days of being called upon to do so by Bengal United Credit Belani Housing Limited, whereupon, the Allottee shall be required to pay the entire stamp duty as may be applicable at the time of registration together with all other charges.
- f. The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other papers as per formats prepared by Bengal United Credit Belani Housing Limited, and to all such acts, deeds and things as Bengal United Credit Belani Housing Limited may deem fit and necessary. In case of Joint Allottees, any documents signed/accepted/acknowledged by any one of the allottees shall be binding upon the other allottee.
- g. Ultimate general roof of any particular building will be for common use of all the allottees of that building only. Bengal United Credit Belani Housing Limited or its associate group company will have the right in perpetuity to put up signage and hoardings including neon sign of its name or the name of its affiliates, as well as their products, on the roof or walls or common area of the Complex. However, all the maintenance cost of such display/signage will be on account of Bengal United Credit Belani Housing Limited.
- h. The expression '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 in favour of the allottee/s for their respective apartments. However, the provisional allotment shall be subject to timely payment of the Total Price and all related dues to Bengal United Credit Belani Housing Limited.

- i. The allottee further acknowledges and accepts that Hiland Willows is being developed in phases and the allottee shall not raise any objection and impediment to the same. The allottee accepts that the common areas, infrastructure and facilities of Hiland Willows may not be complete and/or operational as on the date of possession referred to herein.
- j. The allottee/s hereby authorize/s and permit/s Bengal United Credit Belani Housing Limited to raise finance/loans from any financial institution/bank by way of mortgage/charge/securitization of his/her/their respective apartment or the receivables accruing or likely to accrue therefrom, subject to the apartment being made free of such encumbrance at the time of execution of the conveyance of the apartment.
- k. Application in the prescribed form as contained in the Brochure is subject to the Terms and Conditions contained herein.
- l. The Applicant must quote the application number as printed in the acknowledgement-cum-pay-in-slip and on allotment his/her/its/their Apartment Number as indicated in the Allotment letter, in all future correspondence.
- m. All correspondence will be made with the Applicant at the address for correspondence on the records of Bengal United Credit Belani Housing Limited initially indicated in his/her/their Application Form, unless changed. Any change of address shall have to be notified in writing to Bengal United Credit Belani Housing Limited at its Registered Office and acknowledgement obtained for such change. In case there are joint allottees, all communication shall be sent by Bengal United Credit Belani Housing Limited to the allottee whose name appears first and which shall for all purposes be considered as served on both allottees.
- n. The Application Form, allotment of the Apartment and delivery thereof is subject to the approval of the plan from HIDCO (Sanctioning Authority) and grant of permissions and clearances as may be required under the law. It is clarified that in the event such approval/permissions/clearances are not obtained, the allotment of the Apartment shall stand cancelled and all monies received by Bengal United Credit Belani Housing Limited till such date of cancellation shall stand refunded in full without interest and any deduction.
- o. Dispute(s), if any, shall be referred to the sole arbitration of such person as may be nominated by the Housing Commissioner, West Bengal Housing Board, being a reference within the meaning of the Arbitration and Conciliation Act, 1996. In connection with such arbitration only the High Court at Kolkata shall have jurisdiction.
- p. The Courts at Kolkata shall have exclusive jurisdiction in all matters concerning this transaction.
- q. Bengal United Credit Belani Housing Limited, at its sole discretion, may relax or modify any of the conditions stated herein and also in any part of the Application kit including all documents/inserts which are contained in and form part of the application kit.

20. **Disclaimer:**

Bengal United Credit Belani Housing Limited and/or its affiliates, officers, directors, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of Bengal United Credit Belani Housing Limited and the Applicant/allottee agrees to keep Bengal United Credit Belani Housing Limited and/or its affiliates, officers, directors, employees, agents, members, servants saved, harmless and indemnified with regard thereto.

I/We have read and understood the above mentioned terms and conditions and agree and undertake to be bound by the same.

SOLE/FIRST APPLICANT
/ALLOTTEE

SECOND APPLICANT
/ALLOTTEE

THIRD APPLICANT
/ALLOTTEE



Bengal United Credit Belani Housing Limited

(A joint venture between West Bengal Housing Board and United Credit Belani Group)

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