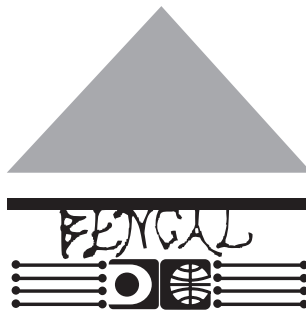


GENERAL TERMS AND CONDITIONS

BENGAL DCL COMMITMENTS

Prices of the allotted apartments are
non-escalable, subject to conditions.
Delivery by the committed date
Compensation in case of delay

Malancha
Mallika



Bengal DCL Housing Development Co. Ltd.
(A Joint Enterprise of West Bengal Housing Board & DCPL)
Registered Office: 24B Park Street, Kolkata 700 016.
City Office: 1/1 Camac Street, Somnath Building, 4th Floor, Kolkata 700 016
Tel: 91-33-2229 2665, 3258 2289/91, Fax: 91-33-2229 2665
Email: malancha@bengaldcl.com
Website: www.bengaldcl.com

1. “Mallika” Cluster at “Malancha” at New Town, Kolkata

A total of 213 apartments of different types in three 20 storied towers are offered in Mallika.

The three 20 storied towers will contain the following units :

		Numbers
Category 1	Duplex	15
Category 2	3 Bed room apartments	171
Category 3	2 Bed room apartments	27
	Total	213

Apartments under Reserved Quota

		Tower 1	Tower 2	Tower 3
Category 1	Duplex	—	1604, 1602	803, 1803
Category 2	3 Bed room apartments	602, 603, 703 1002,1102,1201 1203, 1403, 1504	304, 403, 503, 603,704, 802, 804, 904, 1001 1201, 1302, 1402	304, 403, 501, 503, 504,601, 602, 603, 704, 904, 1103
Category 3	2 Bed room apartments	1804	1802, 1804, 1904	1601, 1801

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 foreign citizen of Indian origin*, resident in India or abroad (in case of minor, age proof and name of natural/legal guardian is required).

Joint application by a maximum of two persons is permitted, only if applicants are members of the same “family”, (which term shall mean and include spouse, parents and children only).

(*Foreign citizen shall be deemed to be of Indian Origin if he/she held an Indian passport at any time or he/she or his/her father or grandfather was an Indian citizen by virtue of the Constitution of India or Indian Citizenship Act, 1955. Citizens of Pakistan, Bangladesh, Afghanistan, Bhutan, Nepal and Sri Lanka shall be deemed to be not of Indian origin.)

B. Other Entity(ies), i.e., a Body Corporate incorporated in India or a 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 will be required).

C. The applicant(s) qualifying for allotment may be required to furnish such documentary evidence as deemed appropriate to satisfy BENGAL DCL of the applicants' ability to arrange and/or pay for the price of the said apartment. This however will be required only at the time of allotment.

3. Application Procedure

A. A person intending to buy an apartment will have to apply in the prescribed APPLICATION FORM contained in the Brochure giving all the particulars required therein.

B. The applicants are advised to go through and understand the Terms and Conditions carefully before filling in the APPLICATION FORM.

C. Allotment will be based on **'first come first served' basis**. If an applicant wishes to book an apartment, he/she will check the availability status of apartments from Bengal DCL office via phone or email, or the website and can block the apartment of his/her choice via email or fax. This procedure is applicable to all applicants residing either in Kolkata or outside Kolkata

Bengal DCL will block the chosen apartment for a prospective applicant residing within Greater Kolkata for a maximum period of **3 days** from the date of blocking. For applicants residing outside Greater Kolkata including NRI's, the chosen apartment will be blocked for a maximum period of **7 days** from the date of blocking.

The applicants will have to fax the filled in Application Form and the Demand Draft (application money) within the above mentioned time, failing which the blocking will be withdrawn. On receipt of the fax within the stipulated time Bengal DCL will confirm the booking and inform the same to the applicant via email. It is expected that the applicant will forward (through courier or registered post) the original Application Form and the Draft immediately after sending the fax. Instead of faxing the application form, applicants may directly handover the original Application Form and the Draft to BENGAL DCL for confirmation of the booking. But it has to be done within the stipulated time period.

D. A **Bank Draft** or a **Pay Order** is to be drawn in favor of **BENGAL DCL HOUSING DEVELOPMENT COMPANY LIMITED**, payable at Kolkata for the amount of application money for the apartment selected as mentioned hereafter in the PAYMENT SCHEDULE (Refer Table 3A, 3B, 3C, 4A, 4B & 4C). **Cheques will not be accepted**.

Only the counterfoil of the Pay-In-Slip will acknowledge the receipt of application money and the Application Form. There will be no other acknowledgement. BENGAL DCL will send the copy of the Pay-In-Slip of the outstation applicants by Registered post.

E. An Indian Citizen residing abroad or a Foreign Citizen of Indian Origin as described herein above (in Clause 2A) is required to remit a Bank Draft/Pay Order payable at Kolkata for an equivalent amount in Indian Rupees payable as application money for the apartment selected.

4. Allotment Procedure

Allotment will be made immediately on receipt of an original Application Form, provided the form is complete in all respect, and the required remittance. Allotment letter will be issued to an applicant within **10 days** of receipt of the original Application Form and the application money.

An Application Form is valid for booking one apartment only. One intending to book more than one apartment has to submit a separate application form for each apartment.

5. Scrutiny, Rejection and Refunds

Application remaining incomplete or deficient in any respect and/or not accompanied by the requisite remittances and/or relevant documents will be liable to be rejected. Applications containing false / incorrect / misleading information are liable to be summarily rejected and booking shall stand cancelled whenever so detected and at any point of time even if allotment has been made. Upon such cancellation, the installments paid till that date will be refunded without any interest after deduction of the entire application money deposited as the Administrative Cost.

6. Withdrawal of Application/Cancellation of Booking

Applicants are free to withdraw their applications and cancel their booking at any time even after allotment but before the possession (in terms of Clause 11B) of the apartment is given. Total deposit or installments paid by the allottee will be refunded without any interest thereon and after deduction of the entire application money deposited as the Administrative Cost. All such refunds to Non-Resident Indians (NRI)/foreign citizens of Indian origin shall however be made in Indian rupees (applicable RBI guidelines will hold).

7. Price and Payment Schedule

A. Price

The prices indicated in the PAYMENT SCHEDULE under the Down Payment Schedule or Installment Payment Schedule (Refer Table 3A, 3B, 3C, 4A, 4B & 4C) are firm except in the case of any increase in the prices of steel or cement or Govt. Levies / Taxes. BENGAL DCL reserves the right to increase the price of the apartments both under Down Payment Schedule and Installment Payment Schedule, accordingly.

(Cement and Steel are the two items that have a large impact on cost of any Project. Actual impact is known after completion of a Project; however, the amount varies from 18% to 25% of the Project revenue. For the present purpose we will take it as 20%

Any unusual fluctuation in the above prices as reflected by a change in RBI Price Index (PI) will be chargeable to the price of apartments in the ratio of the variation, reflected on the RBI publication on the relevant PI with respect to PI as on 31.01.07)

B. Payment Schedule

i. Under DownPayment Schedule

This schedule requires 100% payment of the price within **45 (forty five)** days of the allotment being made (Refer Table 3A, 3B & 3C).

ii. Under Installments Payment Schedule

This schedule requires payment of allotment money and respective installments as indicated in the said schedule (Refer Table 4A, 4B & 4C).

8. Car Parking

Car parking facility has been provided in the complex at the ground level with a choice of Covered Type I, Covered Type II and Open parking at the following prices:

Type of parking	Price of each parking space	Down Payment Plan (on allotment of	Installment Payment Plan (parking space)	
			(on allotment of parking space)	(on possession)
Covered car Type I *	Rs. 2,50,000	100%	Rs. 1,90,000	Rs. 60,000
Covered car Type II **	Rs. 2,25,000	100%	Rs. 1,70,000	Rs. 55,000
Open car	Rs. 1,75,000	100%	Rs. 1,30,000	Rs. 45,000

* In ground level of towers

** Outside towers with covered top

One covered car parking space Type I will be reserved for each Duplex. While applying for a Duplex, the applicants may however opt for a space of his/her choice. The space will be allotted simultaneously with the allotment of the apartment.

For others (3 & 2 Bedroom applicants), the allotment will be made on the basis of a lottery, if the number of applicants for a particular type is more than the number of spaces available under that type. The lottery will be conducted at an appropriate time and will be informed to all allottees.

While every endeavor will be made to provide each applicant with at least one car parking space, the decision of Bengal DCL will be final and binding.

One can opt for more than one space. If after allocation one space for each apartment, some unallotted parking spaces are available, these will be offered to allottees desiring additional car parking space.

9. Delay in Payment of Installments and/or Other Dues

It shall be incumbent on the allottees to comply with the terms of payment in respect of the apartment and any other sums payable under the GENERAL TERMS and CONDITIONS. Payment of allotment money is required to be made within **45 (forty five)** days of the date of allotment. No extension of time will be allowed for payment of allotment

money. Payment of installments and / or all other dues shall have to be made within the due dates as intimated in the allotment letter. In case payment is delayed, the allottee(s) shall have to pay interest on the amount due @ 15% per annum. For any delay in payment of installments and/or other dues beyond 2(two) months from the respective due dates, the allotment may be cancelled at the option of BENGAL DCL, in which case BENGAL DCL shall deduct the entire application money as the Administrative Cost. The total deposits or amounts paid by the allottee till that day will be refunded without any interest and after deduction of the said Administrative Cost. The allottee shall have no right and/or lien on the apartment.

10. Possession

BENGAL DCL shall endeavor to give possession of apartments to the allottees by **June 2010**. However, if BENGAL DCL fails to deliver so (except due to force majeure), the allottees will be paid compensation. Force majeure shall, inter alia include non-availability or irregular availability of essential inputs, strike by contractors/construction agencies, delays in providing essential services/ permissions by the concerned authorities, litigation, Acts of God, requisitioning, civil commotion and/or such other reasons beyond the control of Bengal DCL.

11. Compensation for Delay in Giving Possession

A. If BENGAL DCL fails to deliver possession of the apartment to the allottee(s) within the stipulated time (subject to force majeure as stated herein above), it will pay compensation to the allottees for such apartment effective from the scheduled date of delivery of possession till actual date of handing over of possession of the apartment @ 0.1% of the apartment price per month.

B. On completion of the project, Bengal DCL will serve notice calling upon allottees to take possession of apartments within a time period. The last date of the time period given shall be deemed to be the 'Date of Possession' irrespective of the date when the allottee(s) takes physical possession of their respective apartments. The allottee(s) shall be required to take possession of their respective apartment(s) within the time mentioned after complying with the Terms and Conditions failing which the allottee(s) shall be liable to pay additional maintenance charges @ 2500.00 (Rupees Two Thousand Five Hundred only) per month for the period between the deemed date of possession of the apartment and the date of taking physical possession of the apartment by the allottee(s), over and above any other charges which may be payable. BENGAL DCL shall not be liable in case of any damage to the apartment during the intervening period.

12. Management and Maintenance of Common Areas and Facilities

A. Formation of Apartments Owners Association and Interim Maintenance

Bengal DCL will initiate the formation of the Registered Apartment Owners' Association under the provision of the West Bengal Apartment Ownership Act, 1972 (and its subsequent Amendments from time to time) which, besides others, will manage and maintain the common areas and facilities serving Mallika cluster. The Association will frame bye-laws for management and maintenance of the above-mentioned common areas and facilities and the same shall be binding upon all the allottees. BENGAL DCL will also help in setting up the Apartment Owners' Association and its different committees.

However, BENGAL DCL, by itself or through its nominee will maintain common areas and all facilities serving Mallika cluster for a period of **3 (Three)** years after handing over possession (in terms of Clause 11B) of the apartments. The allottees shall be required to pay to BENGAL DCL a sum of **Rs. 78** per sqft of the Covered Area of the apartments

towards maintenance cost of the common areas and facilities and payment of security services for these three years as and when called by BENGAL DCL (but before taking possession). This charge covers also the cost of consumption of one (1) KW emergency power in each apartment. Any surplus arising therefrom shall be credited to the account of BENGAL DCL. This payment has to be made at a time, as there will not be any installment provision for it. Service Tax as applicable at the time of payment will be charged extra.

On completion of this 3 years period, Bengal DCL will hand over the charge of the aforesaid maintenance and security service to the said Association, unless otherwise mutually agreed.

B. Maintenance Corpus Deposit

In addition to the above mentioned maintenance charge, allottees of apartments shall have to deposit a sum of **Rs.50** per sqft. of the Covered Area of their apartments towards Maintenance Corpus Deposit, before taking possession of the apartment when called upon to do so by BENGAL DCL. The income of the corpus so earned will be utilized for the maintenance of common areas and all facilities including infrastructural facilities serving Mallika cluster. BENGAL DCL will transfer the said Maintenance Corpus Deposit without any interest to the said association to be formed and registered. The Maintenance Corpus Deposit collected from each allottee will remain credited to the account of such allottee in the records of BENGAL DCL and subsequently to the said association.

13. Registration and Conveyance

The Deed of Conveyance of an apartment shall be executed and registered in favour of the allottees subject to clearance of the entire consideration along with all other dues and deposits, etc., receivable by BENGAL DCL. The allottees will be given prior intimation of the date of registration. The Deed of Conveyance will be drafted by BENGAL DCL in such form and containing such particulars as may be required. The allottees will be wholly and exclusively required to pay stamp duty, registration charges, taxes and other cess or charges as may be levied by the Government from time to time for the Registration of the Deed of Transfer of their respective Apartments. Each allottee will be required to pay BENGAL DCL documentation charges @ 1% of the total price of the apartment, parking space and upgradation of individual apartment.

14. Transfer of Apartments

The allottee(s) opting for payment schedule under Installment Payment Plan shall not be ordinarily eligible to alienate and/or transfer their interests in the allotted Apartment (s) until full and final payment of all installments and interests due thereon to BENGAL DCL, except in deserving cases and solely at the discretion of BENGAL DCL. However, transfer/alienation shall be ordinarily permitted in case full payment has been made by the allottee(s).

15. Transfer Fee

No transfer or alienation of interest of any nature whatsoever shall be permitted and recognized by BENGAL DCL except upon payment of a transfer fee @ 5% of the total price of the apartment, parking space and upgradation of individual apartment.

16. The Club at Mallika

BENGAL DCL proposes to set up an exclusive fully air conditioned Residents' Club, not less than Covered Area of 9000 sqft, within the 'Mallika' Cluster as outlined in the brochure. The facilities of the Club as outlined in the brochure are tentative and may vary at the sole discretion of BENGAL DCL.

All allottees will have to be a member of this club as per the following terms and conditions:

The Membership is open only to the owners of Mallika apartments and shall be in the name of individual owners of the apartments only (i.e. no corporate membership is permissible). If the allottee is a Body Corporate, it will be required to nominate the Occupier of the allotted apartment, who, for all purposes, will be treated as the Member of the Club. Facilities of the Club can be availed by a Member and his spouse and dependent children below 21 years of age. Members may bring in guests on payment of guest fees and charges as per club rules.

In the event of sale/transfer of an apartment from original allottee to another person, the membership of the original allottee or occupier in case of allottee being other entity allottee shall stand terminated. The new Occupier shall be granted membership at the then applicable terms and as per the rules and regulations of the Club then in force.

Membership deposit and Monthly Subscription shall be payable as per details given below :

Prime Resident Membership

Description	Amount	Payment Schedule
Non-refundable membership deposit	Rs.35,000	Before Possession
Monthly subscription	Rs.650.00* per month	From the date of commencement of club operations

Additional Resident Membership

The allottees may apply, at their option, for an additional membership. These Additional Members are required to be the residents of the Mallika Cluster.

The fee structure of each Additional Resident Membership is given below:

Description	Amount	Payment Schedule
Non-refundable membership deposit	Rs.25,000	Before Possession
Monthly subscription	Rs.650.00* per month	From the date of commencement of club operations

*This amount is at today's costs and subject to revision from time to time.

The aforesaid membership deposit has to be paid at one time, as and when called by Bengal DCL but before possession of the apartment, or to the Management Body to be formed subsequently if applicable.

A part of the aforesaid membership deposit will be utilized to do interior; purchase of furniture, air conditioners, gym equipment, soft furnishing, crockery, cutlery, linen, etc., for the club and the balance amount will be transferred without any interest to the Body which may be formed by the apartment owner(s) for the management of the club. It is expected that the facilities at the club will be operational together with the completion of the Mallika Cluster.

Detailed terms and conditions of membership and rules and regulations governing use of club facilities will be formulated in due course and circulated to members before the club is operational. All members will be required to abide by these rules and regulations. While some club facilities will not be chargeable to the members, some will be on a 'pay and use' basis.

BENGAL DCL will, either by itself or through its nominee, operate/supervise the operation of the club for a period of one year from the date of commencement of the operations of the club, for which BENGAL DC shall charge a monthly subscription of Rs. 650.00 per month from every member. Any surplus/ deficit arising there from shall be on the account of BENGAL DCL. The total amount for the entire one year is to be paid at a time, as and when called upon by Bengal DCL but before possession of the apartment is handed over.

17. Additional Facilities and Amenities

The allottees of the Mallika Cluster will be provided with some additional facilities like the club house as mentioned above, swimming pool and the security office. The furniture's of the security room and the Apartment Owners' Association room will also be purchased by Bengal DCL. All the allottees are required to pay to Bengal DCL Rs. 62.00 per sqft of their respective apartment towards construction charges of the said facilities and for the purchase of the furniture.

18. Reticulated Gas System

Reticulated gas system implies uninterrupted gas supply through a specially installed network of pipes to each apartment. The entire network is set as per Fire Safety Guidelines. Each apartment of Mallika will be provided with a single point gas connection in the kitchen with metering system. The allottees are required to pay Rs. 22,000.00 (Rupees Twenty Two Thousand) only to Bengal DCL for providing this installation. The initial security deposit, if required by the gas supplier and the charge for gas consumption are additional.

19. Diesel Generated Power Backup for Each Apartment

One(1) KW emergency power will be provided to each apartment by installing a diesel generator. All allottees are required to pay Rs. 22,000.00 (Rupees Twenty Thousand) only for this installation.

20. General

A. It is understood that the applicant has applied for allotment of a residential apartment with full knowledge and agrees to be subject to all the laws/notifications and rules applicable to the project area in general and the 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 DCL in the project land.

B. 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 an allottee for his / her respective apartment.

C. The word "transfer" wherever used shall not include mortgage of the apartment with a Bank or Financial Institution for the purpose of obtaining a housing loan without giving physical possession of the apartment

D. Non-payment of any dues whatsoever by the allottee(s) to Bengal DCL will create a charge on the Apartment in favour of Bengal DCL.

E. No request for any discount on any whatsoever shall be entertained by Bengal DCL.

F. The site layout, building plans and specifications of the building(s)/cluster and the apartment(s) are tentative and are subject to variation. Bengal DCL 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. The Covered Area of the apartment(s) may increase / decrease up to a maximum of 2%. No complaint regarding design, layout and accommodation shall be entertained by Bengal DCL.

In case the variation of the Covered Areas of the apartments are more than 2%, the prices of the Apartments will be adjusted accordingly, before handing over possession.

G. Furniture layout shown in the brochure is indicative of how the apartment can be used. No furniture will be provided with apartments. Bengal DCL will, however, provide grass turfing on the terrace garden, as shown in the brochure. Plants/shrubs shown are indicative and will not be supplied by Bengal DCL.

H. Bengal DCL will not entertain any requests for modification of the internal layouts of the apartments, external facades of the towers, specifications of apartments or any other changes, except those offered under the enhanced option.

I. Complaints, if any, regarding specifications, fittings and fixtures, etc., provided in the apartments will be required to be brought to the notice of Bengal DCL within the deemed date of possession (Refer Clause 11B). Bengal DCL 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 physical possession of the apartments on "as is where is" basis.

J. Potable water will be supplied to the Cluster by HIDCO or any other local authority subsequently formed.

K. Arrangement for disposal of the sanitary, sewerage and storm water will be made to the nearest point designated by HIDCO or any local authority subsequently formed.

L. Internal wiring for electricity will be provided for each apartment. However, the allottee(s) will have to apply to the concerned Authority 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 the Authority.

M. The allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by Bengal DCL within 15 days of being required in writing to do so. The stamp duty at the applicable rate shall be payable wholly and exclusively by the allottee(s).

N. An applicant/allottee shall not be entitled to get the name of his/her Nominee(s) substituted in his/her place.

O. After delivery of possession of the apartment as stated in Clause 11B hereinabove, the allottee(s) shall be liable

to pay to Bengal DCL or other appropriate authorities all rates, taxes, levies, cess, deposits including security deposit or assessments pertaining to the apartment wholly and the common areas proportionately on demand.

P. Application in the prescribed form as contained in the Brochure is subject to the General Terms and Conditions stated herein and also in other parts of the Brochure including all documents / inserts namely, PRICE AND PAYMENT SCHEDULE (Refer Table 3A, 3B, 3C, 4A, 4B & 4C), which are contained in and form part of the Brochure.

Q. All correspondences with the applicant(s)/allottees will be made at the address for correspondence on Bengal DCL'S record initially indicated in the Application Form, unless changed. Any change of address will have to be notified in writing to Bengal DCL at its City Office and acknowledgement obtained for such change. In case there is a Joint Allottee, all communication shall be sent by Bengal DCL to the allottee whose name appears first and which shall for all purposes be considered as served on both the allottees.

R. 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 correspondences.

S. Dispute(s), if any, shall be subject to the Jurisdiction of Courts of Law at Kolkata only.

T. Bengal DCL reserves the right to reject any application without assigning any reason whatsoever.

U. The failure of Bengal DCL to enforce at anytime or for any period any one or more of these Terms & Conditions shall not imply either its waiver or right at anytime subsequently to enforce all Terms & Conditions.

V. Bengal DCL reserves the right to refer any dispute(s) to Arbitration. The Arbitration proceedings, if any shall be governed by Arbitration and Conciliation Act, of 1996 (as amended from time to time).

