

1. **Housing complex at Plot No. BA-129 & BA-130, Action Area-I, New Town, Kolkata, consists of: -**

Ground plus 11 storied 3 buildings with walk up Staircases & lifts

2BHK Apartments - 931 to 1054 sq. ft. (approx) (2Bedrooms ,Hall, Kitchen,Verandah/balcony)

And

3BHK Apartments – 1186 to 1400 sq. ft. (approx) (3 Bedrooms, Hall, Kitchen,Verandah/balcony)

Total number of Apartments to be allotted :

2BHK – 17

3BHK- 36

2. **Who can apply:**

A person belonging to a Minority Community (i.e either Muslim or Christian or Sikh or Buddhist or Parsi or Jain)

A. A Person/s (incase of Joint Applicant also) of the age of majority (18 years and above) and an Indian citizen resident in India is eligible to apply. However the monthly gross income of the first/sole applicant (including that of the joint applicant/Allottee if any) is as follows:

MIG	Gross income up to	Rs. 40,000/- per month
HIG	Gross income	Rs. 40,001/- and above per month

To be eligible, the applicant(s) must enclose the following documentary evidence of his/her Gross Monthly income.

i.

1. For those Salaried: Copy of Pay Slip or Salary Certificate or Form 16 under the Income Tax Act, duly stamped and signed by authorized officer of the employer OR Copy of acknowledgement of Income Tax Return for the Financial Year ended 2013-14 (Assessment Year 2014-15). If IT Return shows a higher gross income, then the gross total income as per the IT Return will be considered.

2. For Self-employed, Income Tax payers: Copy of acknowledgement of Income Tax Return for the Financial Year ended 2013-14 (Assessment Year 2014-15). The gross total income as per return before any allowable deductions shall be considered as annual income.



3. For Self-employed, Non Income Tax Payers: Certificate of Gross total Income for the Financial Year 2013-14 (Assessment Year 2014-15) from the either of the following local authorities: MLA/ MP / Panchayat Pradhan /Local Municipal Councilor / City or Town Mayor / Chairman or CEO of Local Municipality / Municipal Corporation, in original Letter Head bearing Rubber Stamp of the Authority duly signed with full name and designation by the certifying person OR Income Proof Certificate from a Practicing Chartered Accountant for the Financial Year 2013-14 (Assessment Year 2014-15), bearing the membership number of the CA.

4. For Pensioners: Copy of Pension Pass book / Bank Pension Statement/ Pension Certificate from Bank or authorized officer of the employer showing evidence of receipt of pension for the month prior to the month of application along with Gross total income Certificate from a Practicing Chartered Accountant for the Financial Year 2013-14 (Assessment Year 2014-15), bearing the membership number of the CA.

II. Income Tax PAN is mandatory in all cases. If PAN is not available, receipt of acknowledgement of application submitted for obtaining IT PAN is required. Photocopy of IT PAN Card or receipt of acknowledgement of application submitted for obtaining IT PAN is **MANDATORY** and these have to be submitted with Application.

In determining the gross monthly income of the applicant(s), the decision of West Bengal Minorities Development & Finance Corporation (hereinafter referred to, as "WBMDFC") shall be final and binding.

III. Names and addresses of the Allottees, allotted apartment in "ARENA" will be forwarded to Income tax authority at an appropriate time as per statutory requirement.

IV. Only one member from the same family is eligible to apply. Joint application up to two individuals only is permitted if Applicants are members of the same family (which means spouse, dependant parents and dependant children). The Joint Applicant should be an Indian citizen residing in India. In case of joint application, income of the joint applicant will also be considered in determining the Gross Monthly Income.

V. Any person who has already got allotment in "ARENA", Sukhbrishti & Balaka Housing Projects and any other housing projects under any company, organization or government in New Town, either in his name or in the name of his/her family (which includes spouse, dependent parents, dependent children) is debarred from applying for any Apartment in the scheme.

B. No application from Company / Corporate/ Firm or any other entity will be accepted.

C. Only one Apartment will be allotted to one applicant so as to give equal chance to all eligible applicants interested to participate in the ARENA.

D. In case of any doubt on eligibility of applicant in any category, the matter will be decided by WBMDFC.

- E. WBMDFC reserves the right to allot Apartments remaining unallotted in any particular category to other category of Applicants.
- F. WBMDFC, however, at its discretion can relax or modify any of the conditions as mentioned herein above without assigning any reason.

3. Application Procedure

- A. A person intending to acquire an Apartment will have to apply in the prescribed Application Form contained in the Application Kit. It is important that care is taken to go through and understand the terms and conditions before filling in the application form.
- B. The Application Form duly signed by the applicant(s) along with the Bank Draft / Pay Order payable at Kolkata and drawn in favour of "**WEST BENGAL MINORITIES DEVELOPMENT & FINANCE CORPORATION**" for the amount of application money as shown in the price & payment schedule given hereinafter and documentary evidence of gross monthly income should be submitted at the office of WBMDFC, "AMBER" DD-27/E, Sector-I, Salt Lake City, Kolkata-700 064. Last date of submission 30-06-2014 Timings: Monday to Friday, 10 am to 3 pm.
- C. **The payment of Application Money should be made by single Demand Draft/ Pay Order (instrument) only. Payment of Application Money in more than one Demand Draft/ Pay Order will not be accepted.**
- D. **Address for communication:** West Bengal Minorities Development & Finance Corporation, "AMBER" DD-27/E, Sector-I, Salt city, Kolkata-700 064. (Application by post to reach above address on or before the due date) as per office working hours on weekdays (excluding Bank/ Public Holidays). Applications reaching WBMDFC's office after the last date of receipt of Application Form will not be accepted. Delay or lost/ misplaced in transit due to any reason will not be considered.
- E. The WBMDFC will acknowledge receipt of the bank draft/ pay order (no Cheque or Cash payment will be accepted under any circumstances).

4. Allotment scheme/ Procedure

- A. The Apartments will be allotted on the basis of draw of lots to be held for the purpose within 75 (seventy five) days from the last date of receipt of applications. The detailed procedure of the said draw of lots will be intimated in due course.
- B. **Preference for any particular Apartment / floor will not be entertained.**
- C. WBMDFC reserves the right to dispose off the Apartments of any category remaining unallotted at such terms as it deems fit.



D. In 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. Apartments will be offered to them in the event of withdrawal / cancellation of successful applicants. The payment schedule for allotment of Applicant from waitlisted will be mentioned in Provisional Allotment Letter. The successful Applicant from waitlist will have to abide by the payment schedule mentioned therein Provisional Allotment Letter only.

F. The date of provisional allotment letter sent by WBMDFC will be considered as the date of allotment for all relevant purposes for all the Allottees under the scheme.

5. Refunds

- A. Application money received from the applicant (s) who is unsuccessful in the draw of lots will be refunded by Demand Draft/ Pay Order without interest and without any deduction. Such Demand Draft/ Pay Order for refund drawn in favor of the Sole/First Applicant only, shall be dispatched within 30 days from the date of the draw of lots, by Registered Post to the Address For Correspondence given in the application form.
- C. The refund / withdrawal payment will be paid by DD/ Pay Order by the WBMDFC and same will be send through Registered Post. No claim will be entertained by WBMDFC incase of delay or lost/ misplaced in transit due to any reason in delivery of the document by the Indian Postal Authority.
- D. All refunds will be payable at the respective clearing location where application form has been submitted. If submitted by post, the refund DD/Pay Order will be payable at Kolkata only.

6. Withdrawal of Application/Cancellation of booking.

A. Before Allotment

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 given below: Refund will be issued by WBMDFC in the form of a DD/ Pay Order in favour of Sole / First Applicant.

i.) 2BHK Rs. 10,000

ii.) 3BHK Rs. 20,000

B. After allotment

- a) 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 the possession of Apartments (is

handed over). The deposits or installments paid by the Allottee will be refunded without any interest and after deduction of service charges given below:

Refund will be made by WBMDFC in the form of a DD/Pay Order / Cheque in favour of Sole / First Applicant.

- | | |
|-----------------------|------------|
| i). 2 BHK Apartments | Rs. 60,000 |
| ii). 3 BHK Apartments | Rs. 90,000 |

In case of withdrawal/cancellation of the unit, refund of applications amount shall be normally made within 60 days from the date of withdrawal/ cancellation of the application. It is further clarified that no claims for any damages shall be tenable in the event of the allotment.

7. Price & Payment Schedule

The price of the flat is Rs. 2730/- (Rupees Two thousand seven hundred thirty) per sq. ft. and payment scheduled as per GTC.

8. Car Parking/ Four Wheeler Parking Spaces:

Limited numbers of open/in stilts car parking spaces are proposed to be provided. **It is mandatory for applicants to purchase one Four Wheeler parking space (either in open or stilts as per availability).** Parking spaces will be allotted on the basis of draw of lots. The Cost for in stilt car parking is 2.00 lakh (Rupees Two Lakh only) and in open is 1.50 lakh (Rupees One Lakh Fifty Thousand only)

The Four-wheeler vehicle has to be a LMV (Light Motor Vehicle) and under no circumstances can be a commercial one.

The draw of lots for allotment of parking Space will be conducted before handing over possession of the Apartment. Each allotted parking space will entitle the Allottee the right to park only one vehicle

As the parking spaces are integral amenity to the Apartments, the Allottees of such exclusive (the right to use the) parking space(s) shall not be entitled to separately transfer and/or deal with such exclusive 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. Each allotted parking space will entitle the allottee the right to park only one vehicle.

9. Delay in Payment of Installments and / or other dues.



- A. It shall be incumbent upon the Allottees to comply with the terms of payment in respect of the Apartments, parking spaces and also any other sums payable under the General Terms & Conditions. Part payment shall not be accepted under any circumstances.
- B. Payment of allotment money is required to be made within the date of payment as stipulated in the Payment Schedule. No extension of time will be allowed for payment of allotment money. **In case the payment is delayed, the allotment shall get automatically cancelled at the discretion of WBMDFC.**
- C. Payment of installments (except the Allotment Money) and all other dues shall have to be made within the due date of payment as stipulated in the Provisional Allotment Letter. Part payment shall not be accepted under any circumstances. No further communication shall be sent as reminder for payment of installments. In case Installment payment is delayed beyond schedule dates, the Allottees shall have to pay interest on the amount due @ 15% per annum from the date on which the amount falls due, to the date of payment, both days inclusive.
- D. Delay in payment of installments (except the Allotment Money) and all other dues beyond two months from the respective due dates shall not be condoned. In case of such delay, the allotment shall be cancelled forthwith with intimation to the Allottee. In case of such cancellation WBMDFC shall deduct applicable service charges and on such event, the Allottees shall have no right, title, claims, demand and /or lien on the Apartment. Total deposit or installments paid by the Allottee will be refunded without any interest and after deduction of the applicable service charges as mentioned in clause 6B(a).

10. Possession

- A. WBMDFC shall endeavour to give possession of the Apartments and parking space to the Allottees within 30 months from the date of allotment of the Apartments or, when the Apartments are ready for possession.
- B. Force majeure shall, inter alia, mean and include, but not to be limited to, non-availability or irregular availability of essential input materials, strike by contractor/construction agencies employed/ to be employed, litigation, acts of Nature, non availability of statutory sanctions as per any local acts, public rules or such other reasons beyond the control of WBMDFC.

11. Delay in taking possession

- A. The Allottees shall be deemed to have taken possession of their respective Apartments in person or through constituted attorney within the (15th) fifteenth day from the date of issuance of notice ("Notice of Possession") and/or within the date of payment as stipulated in the letter issued by WBMDFC calling upon the Allottees to take possession and such (15th) fifteenth day shall be deemed to be the "Date Of Possession" irrespective of the date when the Allottees take physical

possession of their respective Apartments either in person or through a person nominated by the Allottee through the Power of Attorney after complying with the terms and conditions, as mentioned in the notice calling for possession and also after clearing all outstanding payments / dues to WBMDFC.

- B. In case the Allottees fail to take possession of their Apartments as and when called upon by WBMDFC, the Allottees shall be liable to pay guarding charges @ Rs. 1000 (Rs. One thousand only) per month for 2BHK Apartments and @ Rs. 1500 (Rupees One Thousand and five only) per month for 3BHK Apartments, from the deemed Date Of Possession to the actual date when the physical possession is taken by the Allottee or such other date as decided. In addition, payment will need to be made for proportionate share of common area maintenance expenses. All taxes (like municipal tax), levies, duties (if any) in relation to the said Apartment will be charged to the Allottee from the "Date Of Possession" as mentioned in Clause 10(A).

12. Transfer of Provisional Allotment of Apartments and Transfer Fee.

- A. The Allottees shall not be normally eligible to transfer their interest in allotted units in full or in part, until full payment of all installments, interest and all other applicable dues is made to WBMDFC except in deserving cases solely at the discretion of WBMDFC. WBMDFC reserves the right to accept or reject the request of transfer of apartment from the allottee without assigning any reason whatsoever.
- B. A transfer fee amounting to 5% (five percent) of the total consideration for the Apartment together with the consideration for the grant of right to use the parking space (if any) has to be paid to WBMDFC in order to transfer or alienation of interest of any nature. The profile /income eligibility criteria of the intended transferee is to be vetted and accepted by WBMDFC
- C. In the event of any subsequent transfer made after WBMDFC has transferred/ conveyed the Apartments in favour of the Allottees shall not be governed by these provisions of 11A and 11B.
- D. The Applicant shall not be entitled to get the name of his/her nominee/s substituted in his/her place.
- E. Since the apartments have been allotted to the allottees as being a member of minority community, they will be entitled to transfer, the said apartment, if needed, only to any other member of minority communities subject to other terms & condition as may be laid down by appropriate authority.
- F. In case of sudden demise of Applicant/s appropriate court order as per applicable Indian Law favouring heir/heirress is required for reallocation of Apartment.



13. General

- A. It is understood that the applicant has applied for allotment of a residential Apartment with full knowledge and subject to all the laws/ notification and rules applicable to this area in particular, and group housing project in general, which have been understood by him/ her. It is further understood that the applicant has fully satisfied himself/ herself about the interest in the said land on which the Apartments will be/are being constructed.
- 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 by WBMDFC in favour of the Allottees for their respective Apartments.
- C. **No request for any discount on any account whatsoever will be entertained by WBMDFC.**
- D. Roof will mean the ultimate roof of the building, which will be for the common use of all the Allottees of that building.
- E. The Allottee shall from time to time sign all applications, papers, documents, 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 WBMDFC may require in the interest of the complex and Apartment owners. In case of Joint Allottees, any document signed/accepted/acknowledged by anyone of the Allottees shall be binding upon the other Allottees.
- F. The layout and building plans, specifications of the building(s)/complex and the Apartment(s) are tentative and are subject to variation. WBMDFC 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.
- G. WBMDFC 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 Allottees 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.
- H. Water supply will be made available by New Town Water Supply Scheme or other agency as approved by WBHIDCO Ltd. After handing over of the common areas and facilities of the project, the concerned Co-operative Housing Society and/or Apartment Owners' Associations shall be solely responsible for maintenance of the pump house and waterline grid within the "Building level" and "campus level". However, certain infrastructure may be common with all dwelling units within the

complex of WBMDFC-ARENA 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 WBMDFC may suggest in consultation with WBHIDCO Ltd.

- I. 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 WBHIDCO Ltd/ NKDA.
- J. 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 Ltd under any statutory order as per the law of the land, the proportionate additional cost is payable by each Allottee at that point of time.
- K. The WBMDFC reserves the right to create charge on this complex for obtaining development and other finance. However on or before the execution of the deed of transfer, the Apartment will be freed from all encumbrances
- L. Internal wiring for electrification will be provided for each Apartment. However, the Allottees will have to apply to New Town Electric Supply Company Limited/ WBSEDCL individually for obtaining supply of power and the meter for their respective Apartments. The Allottees shall be required to pay the applicable security deposit and/or other charges for the same to New Town Electric Supply Company Limited / WBSEDCL.
- M. The Allottees may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by WBMDFC under the existing laws, the stamp duty and registration charges at the applicable rate is leviable on such agreement for sale. Such stamp duty and registration charges and all other charges as per legislation shall be payable wholly and exclusively by the Allottees.
- N. The applicant 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 10 hereinabove, the Allottee shall be liable to pay to WBMDFC / any other appropriate authorities on demand, all rates, taxes, levies, deposits including security deposit or assessments pertaining to the Apartment wholly and common areas proportionately.
- P. All correspondence will be made with applicants at the address for correspondence on WBMDFC's record as indicated in the application form, unless changed. Any change of address will have to be notified in writing to WBMDFC and acknowledgement obtained for such change. In case there are joint Allottees, all communication shall be sent by WBMDFC to the first Allottee and which shall for all purposes be considered as served on both Allottees.
- Q. The applicants must quote their Apartment number as indicated in the allotment letter, in all future correspondence.



- R. The Allottees of the Apartments agree to sign and execute all documents and agreement in the standard form as will be provided by WBMDFC for the purpose.
- S. All disputes/ issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts of Kolkata.

All disputes/differences relating or arising out of or in connection with the Provisional Allotment Letter read with the terms and conditions herein, shall be mutually discussed and settled between WBMDFC and the Allottee/s. However, disputes which cannot settled amicably shall be finally decided and resolved by Arbitration in accordance with the provisions of the Arbitration & Conciliation Act 1996 and any subsequent amendments thereto.

- T. Entry Regulations: It is in the interest of the Allottee(s) to help the maintenance agency in effectively keeping the complex secured in all ways. For the purpose of security, the maintenance agency shall be free to restrict and regulate the entry of visitors into the Complex.
- U. Nuisance and Annoyance: That the Allottee (s) shall not use the Apartment for such Activities, as are likely to be nuisance, annoyance or disturbance to the other occupants of the Complex or those activities which are against law or any directive of the Government or the Local Authority.
- V. Permitted Use: That the Allottee(s) shall always use the Apartment for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and / or assets of other occupants or the equipments in the complex or use the Apartment for any activity which may be immoral or illegal. The Allottees shall not sub-divide or demolish any structure of the Apartment or any portion thereof or cause to make any new construction in the Apartment without the prior approval and consent of WBMDFC and the local authority , if required. The Allottees however, undertake that it shall not divide or sub-divide the Apartment in any manner. The Allottee(s), shall also not change the colour and façade of outer walls of his/her Apartment.
- W. Signage: That the Allottee(s) shall not display any name, address, signboard, Advertisement material, etc. on the external facade of the Apartment / Tower / Block or in any part within the Complex except the entry door of his apartment.
- X. Internal Security: It is expressly understood that the internal security of the Apartment shall always be the sole responsibility of the Allottee(s).
- Y. Apartment's Interior Maintenance & Insurance: 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 the WBMDFC 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 Allottees/ Apartment Owner's Association/ Co-operative Housing Society to take insurance cover for all buildings to cover any risks against damages whatsoever.



PRICE & PAYMENT SCHEDULE

MIG: (2BHK)

Particulars	Amount (Rs)	
Application & Allotment Money (Flat & one Four wheeler parking)		
Application Money	5,00,000/-	To be deposited at the time of application
Allotment money of Flat	4,00,000/-	Within two months from the date of allotment
Four wheeler parking allotment money		Payable on allotment
- In Stilt	1,40,000/-	
- Open	1,00,000/-	
1 st Installment	4,00,000/-	Within four months from the date of allotment
2 nd Installment	4,00,000/-	Within six months from the date of allotment
3 rd Installment	4,00,000/-	Within eight months from the date of allotment
On possession		
Balance of Cost of the Flat		Within one month of issuance of letter by WBMDFC for taking possession of the Flat.
Balance of cost of the Four wheeler parking space		Within one month of issuance of letter by WBMDFC for taking possession of the parking space
- In Stilt	60,000/-	
- Open	50,000/-	
Maintenance Deposit	As may be decided	Within one month of issuance of letter by WBMDFC for taking possession of the Flat.
Sinking / Corpus Fund	As may be decided	Within one month of issuance of letter by WBMDFC for taking possession of the Flat.
Legal / Documentation Charges (1%)	As may be decided	Within one month of issuance of letter by WBMDFC for taking possession of the Flat.

HIG: (3BHK)

Particulars	Amount (Rs)	
Application & Allotment Money (Flat & one Four wheeler parking)		
Application Money	5,00,000/-	To be deposited at the time of application
Allotment money of Flat	5,00,000/-	Within two months from the date of allotment
Four wheeler parking allotment money - In Stilt - Open	1,40,000/- 1,00,000/-	Payable on allotment
1 st Installment	5,00,000/-	Within four months from the date of allotment
2 nd Installment	5,00,000/-	Within six months from the date of allotment
3 rd Installment	5,00,000/-	Within eight months from the date of allotment
On possession		
Balance of Cost of the Flat		Within one month of issuance of letter by WBMDFC for taking possession of the Flat.
Balance of cost of the Four wheeler parking space - In Stilt - Open	60,000/- 50,000/-	Within one month of issuance of letter by WBMDFC for taking possession of the parking space
Maintenance Deposit	As may be decided	Within one month of issuance of letter by WBMDFC for taking possession of the Flat.
Sinking / Corpus Fund	As may be decided	Within one month of issuance of letter by WBMDFC for taking possession of the Flat.
Legal / Documentation Charges (1%)	As may be decided	Within one month of issuance of letter by WBMDFC for taking possession of the Flat.



NOTE:

1. No CASH payment or payment by cheque will be accepted. Only DD or Bank's pay order will be accepted
2. DD'S / PAY ORDERS must be drawn in favour of 'WEST BENGAL MINORITIES DEVELOPMENT & FINANCE CORPORATION' payable at Kolkata.
3. Applicants name (in block letters) and Apartment No should be clearly mentioned on the back of the demand draft.

