

General Terms & Conditions



LUXURY GOLD

1) INTRODUCTION

Bengal Ambuja Housing Development Limited (hereinafter referred to as 'Bengal Ambuja') offers (in Phase 5) two, Twenty (G+19) storied residential buildings/towers, namely "PRATHAMA & EKADASHI" situated within the 'Luxury' Complex at 'Upohar~The CondoVille' situated at premises no 2052, Chakgaria, Kolkata 700094 located behind Peerless Hospital.

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 Non-Resident Indian Citizen or a Foreign Citizen of Indian origin, resident in India or abroad (in case of minor, age proof and name of natural guardian is required). Joint application by one or more natural person is permitted.

(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 Srilanka shall be deemed to be not of Indian origin.)

Indian Resident Applicants should attach a copy of their Income Tax Permanent Account Number Card (PAN Card). Non-Resident Indian/Foreign Citizens of Indian Origin should attach a copy of the document showing their NRI/PIO status with the filled Application Form.

The Applicant/Allottee, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/or all other statutory provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. The Applicant/Allottee shall also furnish the required declaration to Bengal Ambuja on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian Origin, shall, however, be made in Indian Rupees.

b) Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate, as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card) is to be submitted along with the application form).

Bengal Ambuja, however, at its discretion, can relax any of the conditions as mentioned hereinabove without assigning any reason.

3) APPLICATION PROCEDURE

A person/other entity will be required to apply in the prescribed Application Form contained in the application kit. It is important that care is taken by the applicant(s) to go through all the contents of the application kit and also understand the terms and conditions contained herein, before filling in the prescribed Application Form.

The completed Application Form along with the Pay-In-Slip duly filled and signed by the applicant(s) together with the bank draft/pay order in favour of "Bengal Ambuja Housing Development Limited", payable at Kolkata for the amount of application money as shown in the Price and Payment Schedule given hereinafter should be submitted at 'Ecospace Business Park' Block A, 5th Floor, Premises No. IIF/11, Action Area II, Jyoti Basu Nagar (New Town), Kolkata 700156.



LUXURY GOLD

4) ALLOTMENT PROCEDURE/SCHEME

The allotment of apartments in the Complex will be subject to availability and will be at the sole discretion of Bengal Ambuja. Bengal Ambuja may, at its sole discretion, at any time stop accepting applications for allotment of apartments.

5) CANCELLATION OF ALLOTMENT

In case of cancellation of allotment by any allottee at any time before Bengal Ambuja give “Notice of Possession” to the allottee as described in Clause 11 below, amounts/instalments paid by the concerned allottee will be refunded to the allottee without any interest, after deduction of service charge of 3% of the total sale price of the apartment and also the price for the right to use of the parking space (if any). No claims for any damages, whatsoever, shall be tenable in the event of cancellation of the allotment.

6) PRICE

A) Under Down Payment Plan

The Price indicated in the Price & Payment Schedule under Down Payment Plan (Annexure-A) are firm and non-escalable. This plan requires 100% payment of the price within 45 days of the allotment counted from the Date of Allotment.

B) Under Instalment Payment Plan

The Price indicated in the Price & Payment Schedule under Instalment payment Plan (Annexure-B) are firm and non-escalable. This plan requires payment of allotment money and respective instalments as indicated in the said schedule.

Service Tax presently @ 2.575% is applicable on the price in both the abovesaid plans. The rate of Service Tax may change in future and shall be applicable accordingly.

Prices in the above plans (6A & 6B) are exclusive of any taxes which may be leviable by any appropriate authorities. Taxes like Value Added Tax, Works contract tax, any other tax, both present and future, as may be applicable, shall be separately charged and recovered from the allottees.

Applicants are required to indicate their preference of the payment plan in the application form. In case no preference is indicated in the application form, Bengal Ambuja, by default, will treat the application to be under instalment payment plan.

7) PARKING SPACES

Car parking and two wheeler parking facility has been provided in the complex at the ground floor level and also at the basement level. It comprises both covered and open parking. Parking spaces will be allotted as per the scheme of Bengal Ambuja.

The allottees will be invited to apply for parking space. The applicable charge for parking facility is as follows.

Parking Space	On allotment of parking Space (Rs)
Two wheeler	50,000
Open Car	3,00,000
Covered Car	4,00,000

Every endeavour will be made to provide each applicant with at least two car parking spaces. Earmarking of specific car parking space will be done by Bengal Ambuja at the time of giving possession of the apartment(s). Each allotted parking space will entitle the allottee the right to park only one vehicle. In case of transfer of apartment, the right to use the parking space shall be automatically transferred along with the apartment. The right to use the parking space under no circumstances is separately transferable. This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided. Unallotted parking space, if any, shall continue to remain the property and in possession of Bengal Ambuja. It shall be Bengal Ambuja's discretion to allot/use these unallotted parking spaces as it may decide, at its sole discretion.

8) RETICULATED GAS CONNECTION

Reticulated Gas connection ensures uninterrupted cooking gas supply through a specially installed network of pipes to each Apartment connected to the gas bank installed in the Complex. The entire network is set as per fire safety guidelines. It is mandatory for all Allottees to accept the facility of Reticulated Gas Supply. Each Apartment will be provided with a single point gas connection in the kitchen. Each Allottee will be required to pay Rs 22000 towards activating the system and providing metering device. The Allottee shall be required to pay usage charge at market rate as also the monthly maintenance charges for gas connection to the Gas supplier. The Gas will be supplied by the Gas supply company and Bengal Ambuja will not be responsible for supply of such Gas and for maintenance thereof.

Service Tax presently @ 10.3% will be charged extra on the above said charges. The rate of service tax may change in future and shall be applicable accordingly.

9) DIESEL GENERATOR POWER BACKUP

Provision has been made for the installation of Diesel Generator for power backup to run the basic facilities at the complex. The DG will be operated by the common areas & facility management body or a body of the owners to be formed in accordance with the applicable Acts, Rules and Bye Laws.

The DG power load upto 1000W will be provided in all the apartments by Bengal Ambuja. The applicants may however indicate their additional requirement for the DG power load at their apartment at the time of application in the space provided in the application form. However in case additional DG backup is not opted for at the time of application, the allottee may apply for additional requirement at a later stage but will be provided the facility only depending on the spare DG capacity available at that time. The one time installation charge for power load opted for is given hereunder:

DG Power load In Watts	Amount payable on allotment (Rs)
1000 W	32,000
2000 W	60,000
3000 W	90,000

Service Tax presently @ 10.3% will be charged extra on the above said charges. The rate of service tax may change in future and shall be applicable accordingly.

The actual running and maintenance expenses for the DG set will be charged from the Apartment owners on the basis of proportionate backup power load subscribed.



LUXURY GOLD

10) TIME OF PAYMENT OF ALLOTMENT MONEY/INSTALMENTS AND OTHER DUES.

It shall be incumbent on the allottees to comply with the terms of payment in respect of the apartments, parking spaces and any other sums payable under this General Terms & Conditions. Timely payment shall be the essence of each transaction.

In case the Allottee does not communicate his choice of the payment scheme to Bengal Ambuja in writing, it will be deemed by default that the Allottee has opted for instalment payment plan. In case an allottee wants to shift from one payment scheme to another, Bengal Ambuja may or may not permit it, at its sole and absolute discretion, and in case permission is granted, it may impose such conditions as it may think fit.

Payment of allotment money is required to be made within the stipulated due date i.e. 45 days from the date of allotment, as mentioned in the provisional allotment letter. No extension of time will be allowed for payment of allotment money. In case allotment money is not paid within the due date, the provisional allotment would automatically stand cancelled without any reference to the allottee, and the application money would be refunded after deduction of the service charges at the rates as stated in clause 5 above.

Payment of instalment, and all other dues shall have to be made within due dates as would be mentioned in the letter(s) of Bengal Ambuja to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of allotment. Part payments will not be accepted after the due dates. Allottees are liable 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. In case of delay, payment of dues, together with interest, will be accepted by Bengal Ambuja if the payment is made within 2 (two) months of the due date.

Delay in payment beyond 2 (two) months from the respective due dates would make the allotment liable to be cancelled without any reference to the allottee. In case of such cancellation Bengal Ambuja shall deduct service charge as provided in clause 5 above. On such cancellation, the allottee shall have no right, title, lien, claims or demands against the allotted Apartment. All amounts paid by the allottee on various accounts will be refunded without any interest and after deduction of the said service charges.

All payments received will be first applied towards applicable interest, Service Tax and other dues, if any, and thereafter towards the instalments. No payment will be received after due date without the payment of the applicable interest, if any.

11) POSSESSION

Bengal Ambuja shall (subject however to force majeure) endeavour to give possession of the apartments to the allottees of 'Ekadashi' building within February 2012 and that of to the allottees of 'Prathama' building by June 2012. Some works (including the landscaping) in the common areas etc may, however, continue for some time. The handover of possession shall, however, subject to payment by the Allottee of all dues in respect of the allotted apartment including stamp duty and registration charges as applicable under the law. Physical Possession of the apartments shall be withheld if all dues are not cleared by the Allottee.

Bengal Ambuja shall give notice ("Notice of Possession") to the Allottee regarding the date on and from which Bengal Ambuja will be delivering possession of the Apartments. The Allottee shall be required to take possession in person or through agent or attorney within 30 (thirty) days from the issuance of Notice

of Possession. In the event the Allottee fails or neglects to accept and take over possession of the Apartment within the time as notified in the Notice of Possession, delivery of the Apartment shall be deemed to have been taken by the Allottee on the date indicated in the Notice of Possession. Such date shall be deemed to be the deemed date of possession (“**Deemed Date of Possession**”) irrespective of the date when the Allottee takes physical possession of the Apartment.

In cases where physical delivery of the apartment has been withheld by Bengal Ambuja on grounds stated elsewhere under these General Terms and Conditions, the delivery of the Apartment shall be deemed to have been taken by the Allottee on the date indicated in the Notice of Possession.

12) COMPENSATION FOR DELAY IN POSSESSION

If Bengal Ambuja fails to deliver possession of the apartments to the allottees within the stipulated time (subject to force majeure as stated herein below) or except in cases where physical delivery has been withheld by Bengal Ambuja on grounds stated elsewhere in these General Terms and Conditions, then, it shall pay compensation @ Rs 50,000 per month to the allottees for the apartment effective from the scheduled date of possession, till the Deemed Date of Possession of the apartments. However some works (including the landscaping) in the common areas may continue for some time.

In case the allottee(s) fails or neglects to take possession of their apartment(s) as and when called upon by Bengal Ambuja or where physical delivery has been withheld by Bengal Ambuja on grounds stated elsewhere in these General Terms and Conditions, the allottee(s) shall be liable to pay “guarding charges” of Rs 16,000 per month from the Deemed Date of Possession to the actual date when the physical possession is taken by the allottee. In addition, on and from the Deemed Date of Possession each allottee(s) shall be required to pay all applicable rates and taxes payable to the municipal body and/or other authorities in respect of the allottee’s apartment wholly & in respect of common areas proportionately, as also proportionate share of common areas maintenance expenses of the Complex of Possession. In the event the Allottee fails or neglects to accept and take over possession of the Apartment within the time as notified in the Notice of Possession, delivery of the Apartment shall be deemed to have been taken by the Allottee on the date indicated in the Notice of Possession. Such date shall be deemed to be the deemed date of possession (“**Deemed Date of Possession**”) irrespective of the date when the Allottee takes physical possession of the Apartment.

In cases where physical delivery of the apartment has been withheld by Bengal Ambuja on grounds stated elsewhere under these General Terms and Conditions, the delivery of the Apartment shall be deemed to have been taken by the Allottee on the date indicated in the Notice of Possession.

‘Force majeure’ shall, inter-alia, mean and include non-availability or irregular availability of essential inputs, nonavailability of water supply or sewerage disposal connection or electric power or other civic amenities from the concerned authorities and/or slow down or strike by contractor/construction agencies employed/to be employed, delay in availability of necessary sanction/approvals, completion certificate etc from the authorities, non-availability or irregular availability of unskilled, semi-unskilled and/or skilled labour, litigation(s), acts of God, acts of nature, war, fire, insurrection, terrorist action, civil unrest, riots and acts of any statutory agency or government or any court order and such other reasons beyond the control of Bengal Ambuja.

13) TRANSFER OF APARTMENTS AND TRANSFER FEE

At any time before registration of transfer documents in favour of the Allottee, the Allottee, subject to payment of all dues, shall be entitled to transfer the right, title and interest under the letter of allotment, upon payment of transfer fee amounting to 3% of price of the Apartment and consideration for grant of right to use the Parking Space. However, no transfer fees shall, however, be payable in case of a transfer to the spouse or child of the Allottee.



LUXURY GOLD

Inclusion of a new joint allottee or change of Joint Allottee will be treated as transfer under this clause, unless such joint allottee is the spouse or child of the original allottee. Transfer of apartment after Bengal Ambuja has executed the deed of transfer of the apartment in favour of the allottee shall not be governed by this clause.

14) AIR CONDITIONING/OTHER EQUIPMENT

On and from the Deemed Date of Possession the allottee(s) will be required to take care and be responsible for the upkeep and maintenance (including the AMC) of the air conditioning machines and other equipments provided by Bengal Ambuja within the apartment(s). It will be the responsibility of the allottee(s) to have repaired/changed the air conditioning machine(s), if required, and to strictly follow the guidelines for the fixation of the air conditioning machines only at the earmarked place(s) so that the elevation of the building is not disturbed in any manner.

15) PRIVATE RESIDENTS' CENTRE (PRC)

Bengal Ambuja proposes to provide Private Residents' Centre ("PRC") in each of the building(s)/tower(s) namely "**Prathama & Ekadashi**", (comprising the facilities mentioned herein below) to be used only by the allottees of the respective towers and their guest(s). Bengal Ambuja has identified a portion of the built up space on the first floor of "**Prathama & Ekadashi**" buildings/towers for this purpose. The built up area of the PRC has already been proportionately loaded on the remaining built up area of the "**Prathama & Ekadashi**" building respectively and the covered area of the apartments within "**Prathama & Ekadashi**" buildings/towers has proportionately increased accordingly. The PRC will be managed and maintained by Bengal Ambuja for a period of two years. The allottees of Prathama & Ekadashi tower shall be required to form a separate committee for their respective tower(s) within a period of two years from the Deemed Date of possession and shall be under obligation to take over the PRC from Bengal Ambuja and upon such takeover the said committees shall be responsible for management & maintenance of the PRC. Some of the facilities at the PRC will be chargeable. The charges for these facilities and/or the rules and regulations for use of the PRC shall be finalized by Bengal Ambuja before handing over of the apartments to the allottees of "**Prathama & Ekadashi**" buildings/towers.

FACILITIES AT PRIVATE RESIDENTS' CENTRE

A multipurpose hall | Three guest rooms | A Home theater | A Private dining area
A Therapy room with a Treadmill & cycling machine | A Board room

The above facilities will be available on booking on First come first serve basis and upon payment of charges as may be so decided by Bengal Ambuja to take care of expenses for maintenance and upkeep, electricity and managing of all these facilities.

In addition to the usual maintenance charges the allottees of the Prathama & Ekadashi tower will be required to pay Rs 0.40 (Forty paisa) per sqft per month (inclusive of Service Tax) of the covered area of their apartment towards PRC maintenance charges.

16) DOCUMENTATION FOR TRANSFER

It will be Bengal Ambuja's endeavor to execute and register the Deed of Transfer of the apartments before handing over possession of the apartment. The deed of transfer will be drafted by the Solicitors/ Advocates of Bengal Ambuja and shall be in such form and contain such particulars as be approved by Bengal Ambuja. No request for any changes, whatsoever, in the transfer deed will be entertained.



LUXURY GOLD

In case, Bengal Ambuja is ready and willing to execute and register the deed of transfer before handing over possession of the apartment and the allottee fails or neglects to get the deed of transfer registered within the date notified, physical possession of the apartment to the allottee may be withheld by Bengal Ambuja and penalty, if any, payable under relevant laws for delay in completion of the registration of transfer document will be payable by the allottee till the registration of the deed of transfer is completed. Bengal Ambuja shall have the right to cancel the allotment in case the allottee fails to have the transfer deed registered within one year from the date notified to the allottee. Upon such cancellation, the amounts received from the allottee will be refunded without any interest but after deduction of applicable service charges as stated in clause 5 above.

The allottees will be required to pay, on demand, to Bengal Ambuja or to the Concerned Authorities, as may be so decided by Bengal Ambuja, the applicable stamp duty & registration charges for registration of the deed of transfer of their respective apartments.

Each Allottee will also be required to pay to Bengal Ambuja, within 30 days of Bengal Ambuja calling upon the allottees to do so, documentation charges amounting to 1% of the total price of the apartment and the consideration for grant of right to use the Parking.

17) THE CLUB

Bengal Ambuja proposes to set up at its own cost a Proprietary Club (“**CLUB**”) at the Luxury Complex of Upohar~The CondoVille which will be owned by Bengal Ambuja and to be known by such name as may be so decided by Bengal Ambuja.

The building of the Club and the equipment etc provided therein as also the earmarked land appurtenant thereto will be the property of Bengal Ambuja. The right of the user and enjoyment however, shall be restricted only to those persons who shall become the members of the Club.

The membership of the Club (without any voting rights whatsoever) will be offered to the public but shall be by invitation only. The allottees of the apartments in ‘Luxury Complex’ will be eligible to apply for the membership of the Club. However acceptance of the any person/allottees of ‘Luxury Complex’ as member of the Club without any voting rights shall be solely at the discretion of Bengal Ambuja.

The operations and management of the Club will be done by Bengal Ambuja or its representative or by any professional body as may be thought appropriate by Bengal Ambuja. This professional body could also be a division, associate or company of the Bengal Ambuja Group. In the event of a resale or in the event that an allottee gives on lease his/her apartment to some other person, the said new allottee/ lessee will be required to apply for membership of the Club. The club management will decide on whether or not to accord such membership and if so at what terms.

The membership of the Club shall be in the name of resident individuals. If the allottee/any other person is a body corporate, it will be required to nominate the occupier of the allotted apartment/user of the Club, who, for all purposes, will be treated as the member of the club. The membership of the Club will entitle entry and usage of the Club to the member. The member’s spouse and dependant children below the age of 18 years shall also be allowed to use the Club on such terms and conditions as may be deemed fit by Bengal Ambuja.



LUXURY GOLD

The membership of the Club will be for a period of 30 years only and may be renewed after 30 years on such terms and conditions and upon payment of such further admission fees or other charges as may be so decided by Bengal Ambuja. This 30 years period will be deemed to have commenced on & from the date of commencement of operations of the Club. The type of members may comprise of life members, patron members, day members, ordinary members, complex resident members, youth members and short term members etc. The detailed definition of each of this will be provided at the time of framing of the rules and regulations of the club on commencement of the club operations. The management of the Club will decide the terms and conditions of each type of membership and also determine the admission fees and annual subscription.

The allottees of luxury complex at Upohar the CondoVille, accepted by Bengal Ambuja, to become member, are required to pay one time non-refundable Admission Fee and also monthly subscription charges for maintenance and management of the Club as per rates given below. These rates may increase from time to time. The number of persons entitled to apply for membership shall be as per the details given below:

	Per membership opted	Payable on allotment	Payable on Possession
Admission Fee (non-refundable)	Rs 1,25,000	Rs 50,000	Rs 75,000
Monthly subscription per membership	Rs 500		Rs 500

Maximum Person* eligible for membership	3
---	---

* 'Person' (who is a member of the Club) includes the spouse and dependent children below the age of 18 years.

Service Tax presently @ 10.3% will be charged extra on the above said charges. The rates of tax may change in future and will be payable accordingly.

The taxes like Value Added Tax, Works contract tax, any other tax, both present and future, as may be applicable, shall be separately charged and recovered from the allottees. The monthly subscription as mentioned above shall be payable to Bengal Ambuja or its nominee in advance for the first 12 months.

It would be pertinent to mention that some of the facilities at the Club shall be available free of cost while others will be on pay by use basis. Detailed terms and conditions of membership and rules and regulations governing the usage of the Club will be formulated in due course and circulated to members before the Club is made operational. All the members will have to abide by these rules and regulations.

It is expected that the facilities at the Club will be operational on or before completion of the entirety of the Luxury complex. Bengal Ambuja will run or cause to run the Club for a period of 30 years. Thereafter, a view will be taken by Bengal Ambuja/its nominee on whether or not to operate the Club and if it is decided to operate the Club, then, the form in which it will be conceptualized and operated, the Membership and other issue as also the new terms and conditions will be such as be then formulated and decided upon by Bengal Ambuja/its nominees.

The intended facilities of the Club outlined in the application kit are tentative and may vary at the sole discretion of Bengal Ambuja. The club will own the built-up spaces/open spaces as shown in the plan annexed hereto (Annexure 'C'). The exclusive use of the built up area as also the open area of the Club is restricted to the club and/or its members.



LUXURY GOLD

18) COMMON AREAS AND FACILITIES

The Common areas and facilities of the Complex shall be handed over to a body of the owners to be formed in accordance with the applicable Acts, Rules and Bye Laws. All the allottees are required to complete the formalities of becoming a member of such body and also to comply with the Rules and Bye-laws for their membership of the said body. Bengal Ambuja shall notify the detailed scheme to the allottees at an appropriate time so as to enable them to constitute such maintenance body.

Bengal Ambuja shall, by itself or through its nominated agency, maintain the common areas and facilities for a maximum period of two years starting from the “Deemed Date of Possession” of the apartments and ending upon Bengal Ambuja getting occupancy certificate of the Luxury Complex which ever period is earlier. For this period of two years the allottees shall be required to pay to Bengal Ambuja (before taking possession) of the apartment a sum of Rs 24 per sqft per year (inclusive of applicable service tax) of the covered area of their respective apartments towards maintenance charges of the common areas for the first year. Upon expiry of the said period of one year, Bengal Ambuja shall raise the bills for the 2nd year at the same rate of Rs 24 per sqft of covered area for advance maintenance charges. The allottees will be required to pay these bills within 30 days from the date of receipt of the bills failing which interest @ 15% per annum will be charged for the period of delay. No account of maintenance will be given by Bengal Ambuja as the surplus/deficit arising on account of maintenance during the said period of two years shall be on account of Bengal Ambuja. Management and maintenance of common areas shall be handed over by Bengal Ambuja to the body formed by the members, as aforesaid which shall thereafter be responsible for maintenance of common areas. In the event of such body as aforesaid, not having been constituted by then, the responsibility of common area maintenance shall be handed over by Bengal Ambuja to an interim body to be formed from amongst the resident allottees of apartments or to a group of allottees who would takeover the possession and control of the common area and facilities on behalf of themselves and also on behalf of all other allottees.

19) MAINTENANCE SECURITY DEPOSIT

Every allottee shall pay a maintenance security deposit @ Rs 48 per sqft. of the covered area of the apartment. Bengal Ambuja reserves the right to utilize this deposit to adjust any realizable dues from the allottee. The deposit, after adjustment of dues, if any, will be refunded by Bengal Ambuja to the allottee with interest @ 8% per annum at the time of Bengal Ambuja’s handing over of the maintenance and management of the Complex provided however that in case of non payment of any dues by any allottee and in the event of Bengal Ambuja adjusting such dues of the allottees from maintenance security deposit no interest will be payable on the amount so adjusted.

20) MAINTENANCE CORPUS/SINKING FUND

Bengal Ambuja may require the allottees to contribute (such sum of money as may be decided by Bengal Ambuja) towards creation of a maintenance corpus/sinking fund for major repairs, renovation and/or reconstruction of the common portions of the Luxury Complex and/or for similar other eventualities. The maintenance corpus/sinking fund shall be held, invested and applied by Bengal Ambuja as a trustee of the allottees of the Luxury Complex without requiring the express consent or approval of the allottees. This maintenance corpus/sinking fund together with all accretions thereto will be handed over to the maintenance body of the Luxury Complex at the time of handing over of the common areas and facilities of the complex.

21) ELECTRICITY SECURITY DEPOSIT

Deposit paid by Bengal Ambuja to CESC for providing electricity to common area and installation shall be borne and payable by the allottees in proportion of the covered area of their respective apartments. Bengal Ambuja shall be entitled to recover such deposits from the Allottees. The exact amount recoverable from the Allottee will be intimated to the allottee in due course before possession of the Apartments.

In case CESC fails to provide individual meters to the allottees and makes provision for a High Tension or Bulk supply, Bengal Ambuja shall provide sub-meters to the allottees upon payment of the Proportionate Security Deposit payable to CESC for such connection. The exact amount payable will be intimated to the allottee at appropriate time before possession. This Security Deposit would be subject to revision and replenishment and the Allottees shall at all times be liable to proportionately pay such revision/ replenishment to CESC, as per the norms of CESC. In such case the Allottees may be required to enter into a separate agreement with Bengal Ambuja for supply of electricity through sub meters.

22) GENERAL

a. It is understood that the applicant has applied for allotment of apartments with full knowledge of all the law/notifications and rules applicable to the project area, which have been fully understood by the applicant(s). It is further understood that the applicant have fully satisfied himself/herself about the right, title and/or interest of Bengal Ambuja in the project land on which construction of the apartments will be/ are being constructed.

b. It is understood that the applicant has applied for allotment of an apartment for residential purpose only.

c. 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 acts, deeds and things as Bengal Ambuja may require in the interest of the Complex and Apartment Owners. In case of Joint Allottees, any document signed/accepted/acknowledged by any one of the allottees shall be binding upon the other allottee.

d. 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 allottees for their respective apartments. However, the provisional allotment shall be subject to timely payment of the total price and all related dues to Bengal Ambuja.

e. The term "covered area" of the apartment shall mean the covered area of the apartment plus proportionate share of common areas.

f. The expression 'Complex' wherever used in these terms and conditions shall always mean the 'Luxury Complex' at 'Upohar~The CondoVille' situated at 2052, Chakgaria, Kolkata 700 094.

g. Application in the prescribed form as contained in the Application kits is subject to the information and terms and conditions stated herein and also in other parts of the Application kits including all the documents/inserts which are contained in and form part of the Application kit.

h. The composite building plan for the entirety of the premises/Complex has already been sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2006120776 dated 30.03.2007. The said plan is impartible and indivisible. The said plan is comprised of several zones/segments as shown in the plan being annexure 'C' hereto.

The allottees of Upohar LIG-MIG Zone, Upohar Luxury Zone and Upohar Town Centre (UTC) will have right, title and interest only in their respective zones/segments. The allottees of these zones will have undivided and impartible share in the land attributable to their respective units/built up space(s) in their respective zones.

The Club Zone will be exclusively owned by Bengal Ambuja or its nominee.



LUXURY GOLD

The STP Zone will be jointly owned by the maintenance body/associations of all the above mentioned Zones.

The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/ Complex and the amenities and the facilities and the apartment(s) as shown in the various booklets/ inserts of the application kits are tentative and are subject to changes/variations. Bengal Ambuja may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion deem appropriate or as may be directed by competent authorities. Such alterations may include change in location, increase or decrease in the area of the Apartment(s), number of Apartment(s), floors, buildings or towers. If due to such change, there is increase or decrease in any apartment area, the revised amount will be calculated at the rates mentioned in this General Terms & Conditions.

i. If for any reason, whatsoever, Bengal Ambuja is not in a position to offer the apartment allotted, Bengal Ambuja shall offer the allottee(s) an alternative apartment or refund the amount in full with interest at 8% pa without any further liability to pay any damages or compensation.

j. Bengal Ambuja 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 such encumbrances.

k. Bengal Ambuja will have the right to decide which block(s)/building(s) to construct first. All the buildings may not be constructed simultaneously. Bengal Ambuja will also have the right to convert any block(s)/building(s) into hotel, service apartments, premium apartments etc or for any other use as may be permissible under the law with the statutory approval of the appropriate authority at any point of time.

l. Landscaped and the green areas will only be available upon completion of the entirety of the Luxury complex as the same will be utilized for construction activities during the construction period.

m. Due to any operation of law or any statutory order or otherwise as may be decided by Bengal Ambuja, if a portion of the entire scheme is discontinued or truncated then the allottees affected by such discontinuation or truncation will have no right of compensation from Bengal Ambuja. Bengal Ambuja will, however, refund all the money received from the allottees together with simple interest at the then prevailing rate applicable to savings bank account.

n. In case during the course of construction and/or after the completion of the Complex, further construction on any portion of vacant land or building or terrace becomes possible, Bengal Ambuja shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the allottee in the Land and/or in the Common Area or Areas and facilities shall stand varied accordingly. All the allottees shall be deemed to have given their consent to such construction by Bengal Ambuja.

o. Roof will mean the ultimate general roof of the building which will be for the common use of all the allottees of that building. Bengal Ambuja or its associate group company will have the right in perpetuity free of cost of putting 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, the maintenance cost of such display/signage will be on the account of Bengal Ambuja.

p. Bengal Ambuja will generally not entertain any request for modification in the internal layouts and facilities etc of the apartment. No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of apartment shall be considered by Bengal Ambuja in case the allottees desires (with prior written approval/consent of Bengal Ambuja) to do some works/install some different fittings/floorings etc on his/her own within the apartment and request Bengal Ambuja not to do such work/install fittings/floorings etc within the apartment.



LUXURY GOLD

q. No request for any discount on any account will be entertained by Bengal Ambuja.

r. In the event of paucity or non-availability or non-viability of any material Bengal Ambuja may use alternative materials/article but of similar good quality. Decision of Bengal Ambuja on such changes shall be final.

s. Complaints, if any, regarding fittings and fixtures etc. provided in the apartments will be required to be brought to the notice of Bengal Ambuja within 15 days after taking over possession of the apartment. In case of allottee fails to take physical possession within one year from the deemed date of possession, complaints of any nature will not be entertained relating to fittings, fixtures etc. and in such event, the allottee will have to take possession of the apartments on “as is where is” basis.

t. Water supply will be made available from deep tube wells or any other available source. However, after handing over the common area and facilities of the project, the Association of Apartments Owners may make arrangement, at their cost, of potable water supply from the concerned municipal/competent authority and to create necessary permissible infrastructure for the same.

u. Certain infrastructure like Complex level drainage, sewerage, approach road inside the Complex including street lighting, fire fighting equipments and its water supply network etc may be common with other zones/dwelling apartments within ‘Upohar~The CondoVille’, the maintenance and management of which will lie in the hands of an apex body of such zones/dwelling apartments/association/registered institutional body formed or any other alternative arrangement which Bengal Ambuja finds most suitable for proper maintenance of such common facilities of ‘Upohar~The CondoVille’. The Association of Apartment Owners will be required to be a member of such apex body and will also be required to contribute proportionately towards contingency fund and towards maintenance of expenses of all such areas & facilities. However, Bengal Ambuja will charge the individual allottees, from the Deemed Date of Possession the required maintenance fee till such time the Association of Apartment Owners takes over the management and maintenance of the Complex.

v. It is specifically made clear to the allottee(s) and is agreed by the allottee(s) that as the buildings (ie Prathama and Ekadashi) are near to the boundaries of the Club and/or the Upohar Club Zone the allottee(s) of apartments within these buildings shall not raise any dispute/objection to any activity(ies) of the Club or any other recreational and sporting activities including but not limited to lighting arrangements, parties/get together, tournaments and other activities of the Club which may be carried through out the year at the sole discretion of the management of the Club and/or the Upohar Club Zone It is further made clear to the allottee(s) that the running and operation of the Club and other recreational and sporting activities may cause disturbance to the occupants of the buildings/towers near to the Club for which the allottee(s) specifically agrees to raise no dispute or make any claim of whatsoever nature against Bengal Ambuja or its nominee in this regard.

w. The allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by Bengal Ambuja within 15 days of being required, in writing, to do so by Bengal Ambuja. In case it is registered the Allottees may be required to pay the applicable stamp duty and registration charges as applicable under the law. Such agreement for sale will be in the Standard format of Bengal Ambuja.

x. After delivery of physical possession or the Deemed Date of Possession, whichever is earlier (as stated in clause 11 hereinabove) the allottee shall be liable to pay to Bengal Ambuja/any other appropriate authorities, on demand, all rates, taxes, levies, deposits including security deposit or assessments pertaining to the apartment wholly and for the common areas proportionately.



LUXURY GOLD

y. The Terms and Conditions contained here shall be deemed to form part of the Application by the intending Allottee and all allotments shall be strictly subject to these Terms and Conditions. The contents of the accompanying application kits (except the application form contained in the application kit) are not legal documents and are not binding upon Bengal Ambuja. All designs, measurements, specifications mentioned and stated therein are tentative and subject to changes.

z. All correspondence will be made with applicants at the address for correspondence on Bengal Ambuja's record initially indicated in the Application Form. Any change of address will have to be notified in writing to Bengal Ambuja at its Registered Office and acknowledgement obtained for such change. In case there is a joint allottee, all communication shall be sent by Bengal Ambuja to the first allottee and which shall for all purposes be considered as served on both allottees.

za. The applicants must quote the application number as printed in the acknowledged Pay-in-Slip and on allotment, their Apartment Number as indicated in the Allotment Letter, in all future correspondence.

zb. Bengal Ambuja may at its sole discretion, change, add, delete, alter or relax any of the conditions stated therein and also in other parts of the Application kit including all documents/inserts which are contained in and form part of the application kit. It also reserves the right to reject any application without assigning any reason whatsoever.

23) BREACH

Should the Allottee fail to perform or observe any of the stipulations contained herein, Bengal Ambuja shall have the right to cancel the allotment. In the event of such cancellation the application money, allotment money, instalments, security deposits and any other amount received by Bengal Ambuja, shall be returned to the Allottee after deduction of due interest, if any, on delayed payments and service charges as stated in clause 5 above.

24) JURISDICTION AND ARBITRATION

A) All disputes or differences relating or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.

B) However, disputes which cannot be settled amicably shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by Bengal Ambuja at Kolkata only. The proceeding of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.

C) All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Kolkata.



LUXURY GOLD

PRICE & PAYMENT SCHEDULE
ANNEXURE A
(Please refer to clause 6a of General Terms & Conditions)
Tower 1: DOWN PAYMENT PLAN (w.e.f. 01.09.12)

Floor	Type	Covered Area (sqft)	Open Terrace (sqft)	Rate (Rs per sqft)		Total Sale Value (Rs)	Application Money (Rs)	Allotment Money (Rs)#
				Covered Area	Open Terrace			
2nd Floor	P	3183		6800		21,644,400	1,000,000	20,644,400
	Q	3440		6800		23,392,000	1,000,000	22,392,000
3rd Floor	P	3183		6830		21,739,890	1,000,000	20,739,890
	Q	3440		6830		23,495,200	1,000,000	22,495,200
4th Floor	P	3183		6860		21,835,380	1,000,000	20,835,380
	Q	3440		6860		23,598,400	1,000,000	22,598,400
5th Floor	P	3183		6890		21,930,870	1,000,000	20,930,870
	Q	3440		6890		23,701,600	1,000,000	22,701,600
6th Floor	P	3183		6920		22,026,360	1,000,000	21,026,360
	L*	3835		6920		26,538,200	1,000,000	25,538,200
	G*	2571		6920		17,791,320	1,000,000	16,791,320
7th Floor	G*	2571		6950		17,868,450	1,000,000	16,868,450
	J*	3393		6950		23,581,350	1,000,000	22,581,350
8th Floor	Q	3440		6980		24,011,200	1,000,000	23,011,200
9th Floor	G*	2571		7010		18,022,710	1,000,000	17,022,710
	J*	3393		7010		23,784,930	1,000,000	22,784,930
	Q	3440		7010		24,114,400	1,000,000	23,114,400
10th Floor	Q	3440		7040		24,217,600	1,000,000	23,217,600
11th Floor	P	3183		7070		22,503,810	1,000,000	21,503,810
	L*	3835		7070		27,113,450	1,000,000	26,113,450
	G*	2571		7070		18,176,970	1,000,000	17,176,970
12th Floor	P	3183		7100		22,599,300	1,000,000	21,599,300
13th Floor	P	3183		7130		22,694,790	1,000,000	21,694,790
	Q	3440		7130		24,527,200	1,000,000	23,527,200
14th Floor	P	3183		7160		22,790,280	1,000,000	21,790,280
	Q	3440		7160		24,630,400	1,000,000	23,630,400
15th Floor	G*	2571		7190		18,485,490	1,000,000	17,485,490
	J*	3393		7190		24,395,670	1,000,000	23,395,670
	L*	3835		7190		27,573,650	1,000,000	26,573,650
	G*	2571		7190		18,485,490	1,000,000	17,485,490
17th Floor	P	3183		7250		23,076,750	1,000,000	22,076,750
	Q	3440		7250		24,940,000	1,000,000	23,940,000
18th Floor	M**	5299	901	7280	2430	40,766,150	1,000,000	39,766,150
	N**	5739	901	7280	2430	43,969,350	1,000,000	42,969,350

Amount payable within 45 Days from date of provisional allotment.

* Duplex Apartment

** Triplex Apartments.

Service tax @ 2.575% is applicable on the price in the above said plans. The rate of service tax may change in future and shall be applicable accordingly.



LUXURY GOLD

PRICE & PAYMENT SCHEDULE
ANNEXURE A
(Please refer to clause 6a of General Terms & Conditions)
Tower 11: DOWN PAYMENT PLAN (w.e.f. 01.09.12)

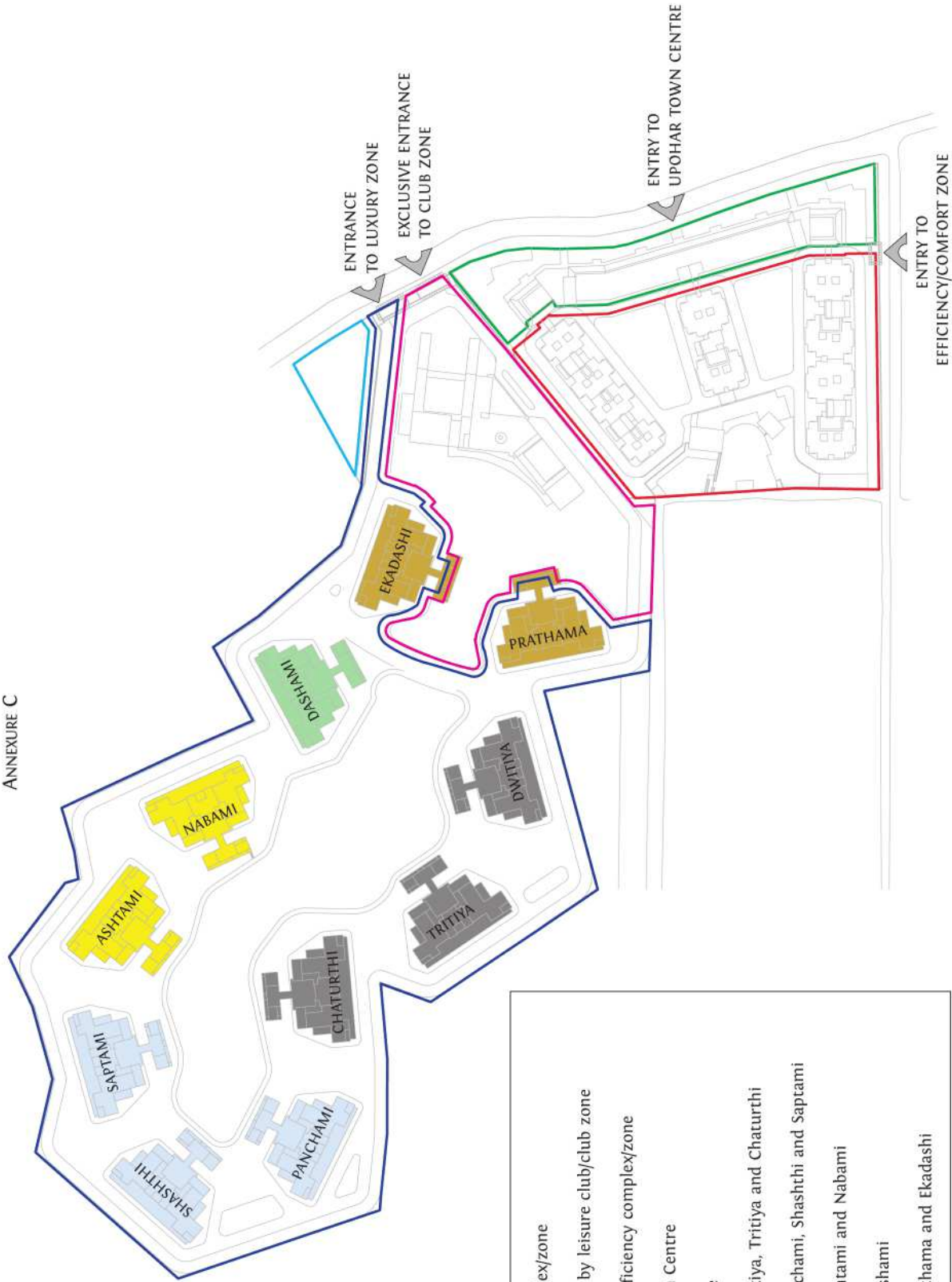
Floor	Type	Covered Area (sqft)	Open Terrace (sqft)	Rate (Rs per sqft)		Total Sale Value (Rs)	Application Money (Rs)	Allotment Money (Rs)#
				Covered Area	Open Terrace			
2nd Floor	P	3183		6800		21,644,400	1,000,000	20,644,400
	Q	3440		6800		23,392,000	1,000,000	22,392,000
3rd Floor	P	3183		6830		21,739,890	1,000,000	20,739,890
	Q	3440		6830		23,495,200	1,000,000	22,495,200
4th Floor	P	3183		6860		21,835,380	1,000,000	20,835,380
	Q	3440		6860		23,598,400	1,000,000	22,598,400
5th Floor	P	3183		6890		21,930,870	1,000,000	20,930,870
	Q	3440		6890		23,701,600	1,000,000	22,701,600
6th Floor	P	3183		6920		22,026,360	1,000,000	21,026,360
	L*	3835		6920		26,538,200	1,000,000	25,538,200
	G*	2571		6920		17,791,320	1,000,000	16,791,320
7th Floor	G*	2571		6950		17,868,450	1,000,000	16,868,450
	J*	3393		6950		23,581,350	1,000,000	22,581,350
8th Floor	Q	3440		6980		24,011,200	1,000,000	23,011,200
9th Floor	G*	2571		7010		18,022,710	1,000,000	17,022,710
	J*	3393		7010		23,784,930	1,000,000	22,784,930
	Q	3440		7010		24,114,400	1,000,000	23,114,400
10th Floor	Q	3440		7040		24,217,600	1,000,000	23,217,600
11th Floor	P	3183		7070		22,503,810	1,000,000	21,503,810
	L*	3835		7070		27,113,450	1,000,000	26,113,450
	G*	2571		7070		18,176,970	1,000,000	17,176,970
12th Floor	P	3183		7100		22,599,300	1,000,000	21,599,300
13th Floor	P	3183		7130		22,694,790	1,000,000	21,694,790
	Q	3440		7130		24,527,200	1,000,000	23,527,200
14th Floor	P	3183		7160		22,790,280	1,000,000	21,790,280
	Q	3440		7160		24,630,400	1,000,000	23,630,400
15th Floor	G*	2571		7190		18,485,490	1,000,000	17,485,490
	J*	3393		7190		24,395,670	1,000,000	23,395,670
	L*	3835		7190		27,573,650	1,000,000	26,573,650
	G*	2571		7190		18,485,490	1,000,000	17,485,490
17th Floor	P	3183		7250		23,076,750	1,000,000	22,076,750
	Q	3440		7250		24,940,000	1,000,000	23,940,000
18th Floor	M**	5299	901	7280	2430	40,766,150	1,000,000	39,766,150
	N**	5739	901	7280	2430	43,969,350	1,000,000	42,969,350

Amount payable within 45 Days from date of provisional allotment. * Duplex Apartment ** Triplex Apartments.
Service tax @ 2.575% is applicable on the price in the above said plans. The rate of service tax may change in future and shall be applicable accordingly.



LUXURY GOLD

ANNEXURE C



Legend

	Luxury complex/zone
	Exclusive use by leisure club/club zone
	Comfort & Efficiency complex/zone
	Upohar Town Centre
	STP area/zone
	Phase I : Dwitiya, Tritiya and Chaturthi
	Phase II : Panchami, Shashthi and Saptami
	Phase III : Ashtami and Nabami
	Phase IV : Dashami
	Phase V : Prathama and Ekadashi



LUXURY GOLD

AmbujaRealty

BengalAmbuja™

BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED

Registered Office

Vishwakarma 86C Topsia Road South Kolkata 700 046
T +91 33 2285 0028

Corporate Office

Ecospace~Business Park
Block A 2nd Floor Premises No. 11F/11 Action Area II
Jyoti Basu nagar (New Town) Kolkata 700 156
T +91 33 4040 6060 F +91 33 4040 6161
E writetous@ambujarealty.com www.ambujarealty.com



LUXURY GOLD