

## GENERAL TERMS AND CONDITIONS FOR DRAW OF LOTS (GTC)

**S.E. Builders & Realtors Limited**, a subsidiary of Bengal Ambuja Housing Development Limited, (an “**Ambuja Neotia**” group Company) (the “**COMPANY**”) offers Middle Income Group (MIG) apartments in the “**Utalika Comfort Phase 2**” to be constructed at Premises No. 405, Barakhola, Mukundapur, Kolkata- 700099 (the “**PROJECT**”). The project is registered with WBRERA vide Registration Number WBRERA/\_\_\_\_\_ dated\_\_\_\_\_.

### 1. OFFER

The Project consists of a Thirty-four (G+33) storied building comprising of 182 Nos. of MIG Apartments, out of which 173 Nos. of MIG Apartments in different categories are being offered for allotment. The remaining 9 (Nine) apartments (8 Nos. Comfort- I & 1 No Comfort – II) which are presently not on offer will be allotted to the Waitlist applicants in the manner as described in Clause 6A & 6B of this GTC.

Type	No. of Bedroom	Numbers	Carpet Area including Balcony Area (Sqft)**
<b>COMFORT-I</b>			
Type-A	2 (Two)	21	519 (33)
Type-B	2 (Two)	17	614 (48)
Type-C	2 (Two)	17	504 (47)
Type-D	2 (Two)	21	516 (32)
Type-F	2 (Two)	21	517 (32)
Type-G	2 (Two)	17	530 (47)
Type-H	2 (Two)	17	644 (48)
Type-I	2 (Two)	21	523 (33)
		<b>152</b>	
<b>COMFORT-II</b>			
Type-E	2 (Two)	<b>21</b>	669 (39)

\*\* Area have been rounded off to the nearest whole number

### 2. WHO CAN APPLY

A. Any Indian Citizen, who is not otherwise ineligible by operation of any law of the land, may apply for an Apartment, subject however to, the monthly family income of the Applicant (including that of the Joint Applicant, if any) should be as follows:

- i) For Comfort I- Rs 40,001 - to Rs 65,000/- per month
- ii) For Comfort II- Rs 65,001/- to Rs 80,000/- per month

For the purpose of this GTC the word ‘Family’ shall mean and include spouse, dependent parents and dependent children. In determining the “Monthly Family Income” the decision of the Company shall be final and binding.

- B. If an Applicant or any member of his/ her family holds, as on date, an Apartment in any of the Efficiency – Comfort Complexes developed by the holding company, i.e. Bengal Ambuja Housing Development Limited shall not be eligible to apply.

### **3. DOCUMENTARY EVIDENCE OF FAMILY INCOME**

A. For employed:

- i. Copy of Pay Slip for the month prior to the month of application / Annual Salary Certificate / Form 16 under the Income Tax Act, duly attested and stamped by the employer alongwith Original Certificate of Gross Total Income for the Financial Year 2022-2023 issued by an Individual/ Firm of Chartered Accountant(s) on their letter head duly stamped and signed, bearing Membership Number, Unique Document Identification Number (UDIN) and Firm Registration number.

OR

- ii) Copy of Income Tax Return for the Financial Year 2022 –23.  
The Gross Total Income as per the Income Tax Return before any allowable deduction shall be considered as annual income.

B. For self-employed who are filing Income Tax Returns:

- i) Copy of Income Tax Return for the Financial Year 2022 – 23.  
The gross total income as per the Income Tax Return before any allowable deduction shall be considered as annual income.

C. For self-employed who are not filing Income Tax Returns:

- i) Original Certificate of Gross Total Income for the Financial Year 2022-2023 issued by an Individual/ Firm of Chartered Accountant(s) on their letter head duly stamped and signed, bearing Membership Number,

Unique Document Identification Number (UDIN) and Firm Registration number, OR

- ii) Original Certificate of Income for the Financial Year 2022-2023 issued by the authority of the local body, i.e. the Councilor of the local Municipality/ Municipal Corporation/ Panchayat.

D. For pension holders:

- i) Copy of Pension Pass Book or Bank Pension Statement or Pension Certificate in Original duly signed and stamped by the authorized officer of the bank or employer showing evidence of receipt of pension for the month prior to the month of application.

#### 4. APPLICATION PROCEDURE

- A. A person intending to buy an Apartment will have to apply in the prescribed Application Form in **original only (either purchased offline or downloaded from portal with unique Application Number)**.
- B. It is important that abundant care is taken by the Applicant to go through all the terms and conditions of this GTC for Draw of Lots and understand the income eligibility criteria as referred to in Clause 2A, before filling in the Application Form.
- C. Use of eraser, white ink and overwriting for correction is strictly prohibited.
- D. **Applicants who would prefer to apply and pay online need to follow the following process:**
  - i) Applicant has to compulsorily submit duly filled in Application Form with Declaration online in the prescribed format.
  - ii) Based on mode of transaction, necessary convenience charges, if any, might be levied upon Applicants.
  - iii) Payment of Application Money may be made through Net Banking/ Debit Card/ Credit Card and other mode(s) as may be available on the website.

- iv) An “e-acknowledgement” will be generated for record of the Applicant(s).
- v) In the event of any problem involving online payment of the Application Money, the decision of the intermediary, whose portal is being used for would be final regarding authenticity of such transaction.
- vi) In situation where online payment is accepted but subsequent uploading of filled in Application Form or generation of payment acknowledgment could not happen, then reference would be made to the transaction ID and the Application Number, subject to submission of necessary details by the Applicant in support of his/her claim alongwith a confirmation from the intermediary.
- vii) Convenience charges (if any) payable on account of online payment of Application Money shall be non-refundable.

**E. Applicants who would buy/download the Application Form online but intend to make payment through Demand Draft/ Pay Order and submit the Application Form physically at the specified locations (Refer Clause 4H):**

- i) Applicants are required to compulsorily take print out and sign their duly filled in Application Form with the Declaration in the prescribed format alongwith Demand Draft/ Pay Order with duly filled in Pay-in-Slip.
- ii) The receiving officer (s) will acknowledge receipt of the Demand Draft/ Pay Order and return the Applicant’s copy of the Pay-in-Slip.

**F. Applicants who would buy Application Form offline and intend to submit it at the specified locations:**

- i) Applicants has to submit duly filled in and signed Application Form with the Declaration in the prescribed format alongwith Demand Draft/ Pay Order with duly filled in Pay-in-Slip.
- ii) The receiving officer (s) will acknowledge receipt of the Demand Draft/ Pay Order and return the Applicant’s copy of the Pay-in-Slip.

There will be no other acknowledgement for receipt of the Application Form or the Application Money paid.

Demand Draft/Pay Order shall have to be drawn in favour of **“Utalika Comfort Ph2 Collection”**, payable at Kolkata for the amount of Application Money as shown in the Price & Payment Schedule given in **Annexure- “A”** to this GTC for Draw of Lots.

Each Application Form and the Pay-in-Slip will have the same serial number which has to be quoted in all future correspondences.

- G. Only one person is permitted to apply as a Joint Applicant along with the First Applicant, provided the Joint Applicant is member of the same family, which includes spouse, dependent parents and dependent children.
- H. The duly filled in Application Form should be submitted at any of the specified locations listed below by \_\_\_\_\_ between Monday – Saturday (excluding public holidays) from 11 AM to 5 PM.

Sl.No.	Address
1	Utalika Luxury Tower Panchami Marketing Office, Kolkata-700099
2	Ecospace Business Park, Block 4B, Ground Floor, Action Area IIF/11, New Town, Kolkata- 700160

## 5. ALLOTMENT SCHEME/PROCEDURE

- A. A Draw of Lots will be held within 45 (forty five) days from the last date of receipt of Applications. The Applicants will be invited to be present on the date of Draw of Lots. In case draw of lots is conducted through online, a link would be shared at the registered Email Id of the applicant(s)
- B. No preference for any Apartment will be entertained.
- C. If any Applicant submits more than one Application/from the same family (refer Clause 2A) and becomes successful in the Draw of Lots for more than one Apartment, he/ she will be allowed to retain the first one.
- D. The Applicants successful in the Draw of Lots (including Waitlisted Applicants) must submit the documentary evidence of his/her Family Income (Refer Clause 3), which should reach at Company’s Marketing Office, within 7 days from the date of Draw of Lots, failing which, the Applications will be summarily rejected.

- E. Provisional Allotment Letters of Apartments will be issued after receipt of 10% consideration amount and Documentary evidences (Refer Clause 7).

## 6. WAITLISTED APPLICANTS

- A. In the event of over subscription, out of the Applicants remaining unsuccessful in the Draw of Lots, a waiting list of the Applicants will be prepared through the same process of Draw of Lots.
- B. The number of Applicants on waiting list shall be 5% of the total number of Apartments offered under respective category rounded off to the next whole number.
- C. Apartment will be offered to Waitlisted Applicants, in seriatim, in the event of cancellation/ rejection/withdrawal by successful Applicants or in case of no cancellation/ rejection/withdrawal, the remaining 9 (nine) apartments, which were not on offer through Draw of Lots will be available to the Waitlisted Applicants and will be allotted in seriatim.
- D. The waiting list so prepared will remain valid for 30 (thirty) days from the date of the Draw of Lots.

If the Company decides to extend beyond 30 days to allot remaining nine apartments then the waitlisted applicants will be given an option to remain as waitlisted applicants for such further period as may be communicated to them at that time or to seek refund of the amount. If they seek refund then the refund will be made as per terms mentioned herein. If they wish to continue to remain waitlisted for further extended time to avail of the opportunity for the remaining nine apartments then they will continue to remain on extended waitlist period.

- E. Application Money of the unsuccessful Applicants of the waitlist quota shall be returned, on demand, with interest @ 3% per annum from the date of Draw of Lots till the date of receipt of such demand.

Remaining unsuccessful waitlist applicants will be refunded their Application Money with interest @ 3% per annum, from the date of Draw of Lots till the expiry of 45<sup>th</sup> day of Draw of Lots. Such refunds will be made within 15 (fifteen) days after the expiry of the 45<sup>th</sup> day from the date of Draw of Lots.

- F. After the waitlist period of 30 (thirty) days, the Company reserves the right to allot the Apartments of any category remaining un-allotted, if any, at such terms as it deems fit.

## 7. DOCUMENT CHECKLIST

For the convenience and reference of the Applicant, a check list is provided for the documents and documentary evidence to be submitted by the Applicants during application and after Draw of Lots.

- A. During Application (Refer Clause 4)
- i) Filled in and signed Application Form with the Declaration.
  - ii) Demand Draft/ Pay Order alongwith duly filled Pay-in-Slip or Electronic payment, as may be applicable
- B. After Draw of Lots (for Successful and Waitlisted Applicants)
- i) Documentary evidence in support of Income (Refer Clause 3)
  - ii) Affidavit (in the prescribed format attached as **Annexure-“B”** hereto). Applicants are required to provide the Affidavit on a Non judicial stamp paper of Rs 10/- or more and get it notarized before a Notary Public or a 1st Class Magistrate before submission.  
No deviation to our prescribed format of Affidavit is allowed.
  - iii) Self attested photocopy of PAN card.
  - iv) Self attested photocopy of the Proof of Permanent Address
  - v) Documents submitted must carry Applicants Name, Contact Number and Application Number

## 8. SCRUTINY, REJECTION AND REFUNDS

- A. Any incomplete, incorrect and illegible, application shall be rejected summarily.
- B. The Draw of Lots shall be held only on the basis of Declaration of the Applicants given in their Application Form, to determine the successful Applicants.
- C. Multiple Application of same Serial Number will not be considered for the Draw of Lots and would be summarily rejected.

- D. Based on the scrutiny of all documents submitted by the successful Applicants, rejection may take place if the documents submitted are not in conformity with the income eligibility criteria and/or inconsistent with the Application and/or incomplete / deficient and/or not in compliance with this GTC.
- E. Applications containing false information are liable to be summarily rejected and Allotment shall stand cancelled if such defects are detected at any point of time even after the Allotment has been made. Upon such cancellation, all the amounts paid will be refunded without any interest but after deduction of applicable service charges as mentioned in Clause 9B.
- F. Application Money received from the Applicants, who are unsuccessful in the Draw of Lots will be refunded together with an interest @ 3% per annum calculated from the date following the last date of receipt of applications upto the date of Draw of Lots (both days inclusive). As may be decided by the Company, such refunds will be sent within 45 days from the date of the Draw of Lots, either by registered post to the “Correspondence Address” given by the Applicant in the Application Form or directly into the bank account number mentioned by the Applicant in their Application Form.

**9. WITHDRAWAL OF APPLICATION / CANCELLATION OF ALLOTMENT**

**A. Before Allotment**

Applicants may withdraw their application within 7 (seven ) days from the last date of submission of Application Forms and may get full refund of the Application Money without any interest and without deduction of any service charge.

**B. After Allotment**

In case of cancellation of Allotment before registration of transfer documents, all amounts paid by the Allottee will be refunded without any interest and after deduction of cancellation charges equivalent to booking amount, statutory taxes, interest liabilities and any other dues.

In case of withdrawal of application or cancellation of the Allotment, refund shall be made within 30 days from the date of withdrawal of the application/cancellation of Allotment. It is further clarified that no claims for any damages shall be tenable in the event of cancellation of the Allotment on any grounds whatsoever.



**10. PRICE & PAYMENT SCHEDULE**

Price indicated in the Annexure A is firm and non-escalable and must be paid within the time frame as indicated in the same.

**11. CAR PARKING SPACES**

The Company has provided Covered Car parking spaces within the Complex as per the applicable building rules/guidelines. The consideration for granting the right to use the parking spaces is stated below.

<b>Numbers Available</b>	<b>Consideration Amount for each Car Parking Space (in Rs)</b>
90	8,00,000/-

**Process of allotment of Parking Spaces:**

- If the number of applications received for allotment of parking spaces is more than the number of parking spaces available, the allotment will be made through a process of Draw of Lots.
- Only the Applicants, who have been allotted Apartments and have also applied for parking spaces will be entitled for Draw of Lots for this purpose.

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 transfer of Apartment. The right to use the parking space under no circumstances is separately transferable.

Unallotted parking space(s), if any, shall continue to remain the property and in possession of the Company. The Company reserves the right to allot/ use such parking spaces on the terms and conditions as it may deem fit.

The parking spaces, if any, reserved for the visitors shall be handed over to the Owners Association of the Complex/Interim Maintenance Body/the Administrator, as the case may be.

**12. DELAY IN PAYMENT(S)**

- 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 GTC.
- Timely payment shall be the essence of the terms of Allotment.

- Payment of Installments are required to be made within the stipulated due date as mentioned in the Allotment letter. No extension of time will be allowed for payment of Allotment Money.
- If demands/ dues are not paid within the due date, the Allotment would stand cancelled automatically without any reference to the Allottee, by deducting the booking amount, the interest liabilities and applicable statutory taxes, if any.
- Payment of installment and all other dues shall have to be made within due dates as would be mentioned in the Demand Note of the Company to be issued from time to time requesting for such payments.
- If the Allottee(s) delay in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate specified in the Rules of the WBREERA Act. In case of delay, payment of dues, together with interest, will be accepted by the Company at its sole discretion.
- No payment will be received after due date without the payment of the applicable interest.

The successful applicant(s) in the draw of lots will have to follow the terms and conditions of the Allotment Letter and subsequent Agreement for Sale to be executed between Owner, Promoter and Allottee.

I/We have read and understood the above mentioned terms and conditions and agree to abide by them.

<b>SIGNATURE OF THE ALLOTTEE</b>	<b>SIGNATURE OF JOINT ALLOTTEE</b>
PLACE :	
DATE:	

**Annexure A**  
**Price & Payment Schedule**

## ANNEXURE-B

AFFIDAVIT (To be provided on a Non judicial stamp paper of Rs 10/- or more and to be notarized before a Notary public)

I / We 1) Mr/Mrs.....son/daughter of Mr./Mrs. ....by faith .....  
Occupation.....aged about ..... years permanently residing at ..... 2)  
Mr/Mrs. ....daughter of Mr./Mrs.....by faith by  
..... occupation.....aged about .....years permanently residing at  
.....do hereby solemnly affirm and state as follows;

1.That I/ We am / are citizen(s) and resident(s)of India and I/We am/are not ineligible to apply for an apartment by any operation of law.

2.That my/our Monthly Gross Family Income from all sources is Rs...../-(Rupees  
.....)only and I/We shall submit all requisite  
supporting/documentary proof of my/our Monthly Gross Family Income as prescribed  
in the General Terms & Condition(GTC).

3. That I /We have applied for a Comfort I/Comfort II Apartment vide Application Number  
.....at Utalika Comfort Phase -2 being developed by S.E.Builders & Realtors Ltd.

4. That I/We have read and fully understood the terms and conditions in the GTC for Draw of Lots  
including the price and payment schedule therein.

5.That I/We shall abide by the GTC and also any other terms and conditions which may be  
prescribed by the Company in future.

6. That if allotted, I/We shall use and occupy the apartment for residential purpose only.

7.That I / we shall sign and execute the necessary documents with respect to allotment of apartment and  
parking space(if any)

8.That I / We shall become the member of a Owners' Association or any such body of owners to be  
formed in accordance with the applicable Acts, Rules and Bye-Laws for maintenance and management of  
common are as and facilities of the Complex and I /We shall sign and execute any/all documents/POA  
in connection with formation of such Owners Association or the body of owners for me under the  
applicable Acts, Rules and Bye-Laws and the initial rules/byelaws of such association/body will be  
approved by the Company.

9.That the Deed of Conveyance in respect to allotted apartment shall be in such form and shall contain  
such particulars as approved by the Company and their solicitors.

10.That in case of being unsuccessful in the Draw of Lots/non allotment of apartment for any reason  
whatsoever as stated in the GTC, I/We shall have no claim against the Company of any nature  
whatsoever.

11.That relying on my/our statements above, the Company may permit me/us to participate in the Draw  
of Lots.

12.That all statements made above are true and correct to the best my/our knowledge and belief.

13. That in case any of the above statements details are found to be incorrect/false/misleading at any stage even after allotment, the Company at its sole discretion shall have the right to cancel the application/allotment and take necessary steps as mentioned in the GTC.

Identified by me

Advocate

Before me

DEPONENT

(for and on behalf of Joint Applicant also)