

GENERAL TERMS & CONDITIONS

Asansol Centrum Shopping Mall cum Multiplex



SHRISTINAGAR
THE NEW ASANSOL

BENGAL SHRISTI INFRASTRUCTURE DEVELOPMENT LIMITED

(A joint enterprise of Asansol/Durgapur Development Authority & Shristi Infrastructure Development Corporation Ltd.)

Registered Office:

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ASANSOL CENTRUM - Shopping Mall cum Multiplex

SHRISTINAGAR - THE NEW ASANSOL

General Terms & Conditions

1. INTRODUCTION

Asansol Centrum is a part of Shristinagar – The New Asansol, which is being developed by Bengal Shristi Infrastructure Development Limited (BSIDL) over 89.55 acres, off Sen Raleigh Road, Asansol – 713304. Asansol Centrum is spread over 5 acres within phase IB of Shristinagar, and comprises of three blocks: Commercial Block (about 2.5 lac sq. ft.), Shopping Mall cum Multiplex Block (about 2.5 lac sq. ft.) & Hotel/ Restaurant Block (about 50,000 sq. ft.) totalling about 5.5 lac sq. ft. of Total Built Up Area.

It will be BSIDL's endeavour to segregate infrastructure required for these three blocks, so that the management and maintenance issues can be handled independently. If, however, for logistic or operational reasons some infrastructure is required to be shared in common between the three blocks, then BSIDL will work out a suitable sharing plan in due course.

The terms and conditions (GENERAL TERMS AND CONDITIONS) given herein below are applicable to the unit/s offered/allotted in The Shopping Mall cum Multiplex Block at Asansol Centrum, mentioned below as "The Shopping Mall". The terms and conditions given below are more comprehensively set out in the Agreement for Transfer which upon execution shall supersede the terms and conditions set out in this application. The applicant(s) shall sign all pages of this application in token of his/her/its acceptance of the same.

2. NATURE OF RIGHT, TITLE AND INTEREST

- A.** A Memorandum of Understanding dated 17th August 2000 followed by an agreement dated 11th December 2000 between, ADDA and Shristi Infrastructure Development Corporation Limited, it is agreed that a Joint Sector Company would be promoted for the purpose of undertaking of development of projects on the terms and conditions morefully and particularly described in the said MOU.
- B.** By a Memorandum of Understanding (MOU) dated 25th June 2004 ADDA has agreed to appoint Bengal Shristi Infrastructure Development Limited as a developer on the terms and conditions and stipulations contained in the said Agreement.
- C.** By an Agreement for Development dated 5th July 2004, ADDA has engaged Bengal Shristi Infrastructure Development Limited (Company) as the developer for the development of a scheme (Project) on the lands described in the Schedule thereto.
- D.** For uniformity and/or for conformity with the clauses as recited in the Development agreement dated 5th July 2004 and memo no. 451/ADDA/ASL/V/133 dated 9th August 2005, and for easy mode of constructional operation in phase wise manner the parties further decided to enter into a Supplemental Development agreement for the part of the Phase 1B land.
- E.** Thus ADDA & BSIDL will grant 99 (ninety nine years) renewable lease of the constructed unit(s) in The Shopping Mall with right, title and interest in the constructed unit(s) to the Allottee(s).
- F.** The Shopping Mall has designated zones and/or units earmarked for specified use. These designated zones and/or units can be used only for the specific purpose/use and for no other purposes without the written approval of BSIDL. In case of unauthorized use, the allotment of the unit will be cancelled. Lease, if any granted, will be determined and possession would be resumed by BSIDL.
- G.** The units in The Shopping Mall not intended/earmarked for "wet activities" (such as restaurant, eateries etc.) cannot be used for any wet activities without the written approval of BSIDL.
- H.** Parking zone in The Shopping Mall shall be owned by BSIDL. There will be reserve parking zone and also a non exclusive parking zone. The reserved parking zone will be reserved for such users and for such unit(s)/ zone(s) as decided by BSIDL.
- I.** BSIDL shall be entitled to cancel the allotment and/or determine the lease, as the case may be, of any unit or units, in case the allotted unit(s) are not made fully operational for the specified use, if any, within a maximum period of 3 months from the date of possession or the Deemed Date of Possession, whichever is earlier, subject to payment of "holding charges" as mentioned in clause 12 below. In case BSIDL decides to cancel the allotment/determine the lease, as the case may be, BSIDL shall refund the premium received from the Allottee(s) after deducting 10% of total premium payable for the allotted unit, as service charges within seven days of such cancellation.

J. The common areas/common portions of The Shopping Mall shall be owned by BSIDL at all times and the possession of such common areas/common portions shall continue to remain with BSIDL. The Allottee(s) will only have the right of ingress in, and egress out of their respective unit(s) to such common areas/common portions.

K. The applicant(s) has satisfied himself/herself/itself about the interest and title of BSIDL in the land on which the said unit/spaces are being constructed and has understood all limitations and obligations in respect thereof. The applicant(s) agree(s) that there will not be any further investigation or objections by him/her/it in this respect.

3. WHO CAN APPLY

A. Individual

- i.** A person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or a Person of Indian Origin as defined in the Foreign Exchange Management Act, resident in India or abroad (in case of minor, age proof and name of natural guardian is required).
- ii.** Joint Application by upto two individuals only is permitted.

B. Other Entity(ies)

- i.** A Body Corporate incorporated in India; or
- ii.** Partnership Firm; or
- iii.** HUF; or
- iv.** Any other association of persons (AOP) recognized as a legal entity under any law in India.

C. Eligibility

- i.** The applications qualifying for allotment may be required to furnish such documentary evidence as deemed appropriate to satisfy BSIDL of the applicants' ability to arrange and/or pay for the price of the unit.

4. APPLICATION PROCEDURE

A. A person intending to acquire a unit shall have to apply in the prescribed application form. The terms and conditions contained in this General Terms & Conditions (GTC) must be read and understood carefully before filling up the Application Form.

B. The completed Application Form along with the DD/Pay-order in favour of BENGAL SHRISTI INFRASTRUCTURE DEVELOPMENT LIMITED payable at Kolkata/Asansol for the amount of application money as mentioned hereafter shall be submitted at any of the BSIDL offices at Kolkata/Asansol.

C. BSIDL shall acknowledge receipt of the DD/Pay Order by issuing a Money Receipt.

D. The Money Receipt may be treated as acknowledgement of the receipt of the application money as well as the Application Form. There will be no other acknowledgement.

5. ALLOTTMENT PROCEDURE, SCRUTINY, REJECTION & REFUND

A. BSIDL is committed to a fair and equitable method for allotment of the unit(s). While considering suitable methodology for allotment, BSIDL has settled on the process of first-come-first-serve, based on eligibility criteria, to bring about a judicious balance by respecting the desire of each applicant to choose the store and to try and accommodate the matter of choice to the extent possible.

B. Applications remaining incomplete or deficient in any respect and/or not accompanied by the requisite remittance and/or documents will be liable to be rejected, even if so detected during detailed scrutiny. Applications containing information known to the applicant to be false are liable to be summarily rejected or cancelled if allotment has been made, whenever so detected. However, upon such cancellation, the installments paid till that date will be refunded after deduction of applicable service charges.

C. Application money received from the applicant who is unsuccessful will be refunded. The cheque for refund shall be dispatched within 30 (thirty) days from the date of receipt of application.

6. WITHDRAWAL OF APPLICATION/CANCELLATION OF ALLOTMENT

- A.** Before allotment: Applicants may withdraw application money at any time before the issue of provisional allotment letter and may get full refund of application money without any interest.
- B.** After allotment: Applicants are free to withdraw their applications and cancel their allotment at any time even after issue of provisional allotment letter but before the possession of unit(s) is made over. Total deposit or installments paid by the Allottee(s) will be refunded without any interest and after deduction of a service charge of 10% of the total premium of the unit.

7. PRICE/PREMIUM

Price/Premium is indicated in the Payment Schedule (Annexure A) under Down Payment Plan & Installment Payment Plan. Down Payment Plan requires 100% payment of the price within 30 (thirty) days of the allotment. Installment Payment Plan requires payment in stages as mentioned therein.

8. SALEABLE AREA CALCULATION

The principle of loading the area of common spaces with each unit is based on the proportion of common spaces being utilized to serve each unit. The loading is 20% Marked Up for Units – Anchor Store and Multiplex and 40% Marked Down for Remaining Units, which is clearly mentioned in Annexure 'A'. It is, however, clarified that the saleable area as indicated in Annexure 'A' is subject to minor change upon completion of construction of the building. Variation in the saleable area shall become binding on the Allottee(s). To arrive at the carpet area of each unit, the loading percentage is deducted from the saleable area. For example, if the saleable area of a unit is 100 square feet and the loading is 40% Marked Down, then the carpet area of the unit will be calculated as follows:

Carpet Area = Saleable Area – Loading

Carpet Area = 100 sq. ft. – 40% of 100 sq. ft.

Carpet Area = 60 sq. ft.

9. TERMS OF PAYMENT

- A.** Timely payment of allotment money, each of the installments and other applicable charges shall be the essence of each payment. It shall be incumbent on the Allottee(s) to comply with the terms of payment as stipulated herein.
- B.** In case the Allottee(s) does not communicate his/her/their/its choice of the payment plan to BSIDL in writing, it will be deemed that the Allottee(s) has opted for installment payment plan by default. In case any Allottee(s) wants to shift from one payment plan to another, BSIDL may or may not permit it, at its sole and absolute discretion, and in case permission is granted, BSIDL may impose such conditions as it may think fit.
- C.** Payment of allotment money is required to be made within the stipulated due date i.e. 30 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 shall stand cancelled automatically without any reference to the Allottee(s) and in such case the application money paid by the Allottee(s) shall stand forfeited.
- D.** Payment of installment(s), and all other dues shall have to be made within due dates as would be mentioned in the letter(s) of BSIDL to be issued from time to time requesting for such payments. Part payments will not be accepted after the due dates. Allottee(s) will be liable to pay interest on the amount due @18% 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 BSIDL if the payment is made anytime within 2 (two) months of the due date.
- E.** Delay in payment beyond 2 (two) months from the respective due dates would make the allotment liable to be cancelled subject to deduction of service charges, equivalent to 10% of the total premium payable for the allotted unit. Total amounts on various accounts paid by the Allottee(s) will be refunded without any interest after deduction of the said service charges.
- F.** All payments received will be first applied towards applicable interest and other sums, if any due, and the balance towards the installments. No payment will be received after due date without the payment of the applicable interest.
- G.** On cancellation of Allotment, due to default in payments as stated above, the Allottee(s) shall have no right, title, interest, lien, claims or demands against the unit.

- H.** The applicant(s) confirm(s) and represent(s) that he/she/it has not made any payment to the BSIDL in any manner whatsoever and that BSIDL has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the applicant(s) shall have any right, title and interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land beneath the foot print of the said building save and except the use of common areas (for the purposes of direct exit to a nearest public street, nearest road only) to be identified by BSIDL in its sole discretion and such identification by BSIDL in its plan now or in future shall be final, conclusive and binding on the applicant(s). BSIDL relying this specific undertaking of the applicant(s) in the application may provisionally agree to allot the unit and this undertaking shall survive through out the occupancy of the unit by the applicant(s), his/her/its legal representatives, successors, administrators, executors, assigns etc.
- I.** It shall be encumbered on the application(s) to comply with the terms of payment and/or other terms and conditions of the Agreement for Transfer failing which he/she/it shall forfeit to BSIDL the entire amount of earnest money, interest on delayed payment etc. and the allotment/Agreement for Transfer shall stand cancelled and the application(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the unit and the parking spaces. BSIDL thereafter be free to re-cancel and/or deal with the said unit in any manner whatsoever at its sole discretion. The amount, if any, paid over and above the earnest money, processing fees, interest on delayed payment etc. would be refunded to the application(s) by BSIDL only after realizing such amounts to be refunded on our transfer, but without any interest or compensation of whatever nature. BSIDL shall have the first lien and charge on the said unit for all its dues payable by the applicant(s) to BSIDL. Without prejudice to BSIDL aforesaid rights, BSIDL may all its sole discretion waive the breach by the applicant(s) in not making payments as per payment plan but on condition that the applicant(s) shall pay to BSIDL interest which shall be charged from the due date @ 18% per annum.

10. TRANSFER OF UNIT(S) AND TRANSFER FEE

- A.** An Allottee(s) may transfer his right of allotment under the Provisional Allotment Letter, before registration of transfer documents, strictly subject to the following conditions:
- i.** The profile of the intended transferee is vetted and accepted by BSIDL.
 - ii.** A transfer fee equivalent to 5% of the total premium of the Unit has been paid to BSIDL.
 - iii.** The Allottee(s) has paid all amounts payable under the provisional allotment letter.
- B.** Transfer of unit(s) after BSIDL has executed the lease deed of the unit(s) in favour of the Allottee(s) shall not be governed by this clause.

11. FITOUT PERIOD

- A.** BSIDL shall permit the Allottee(s) (subject to the Allottee(s) having fulfilled its obligation under the provisional allotment) to enter into their respective allotted unit(s) for carrying out interior works prior to the date of possession upon execution of a Indemnity Bond, as may be required by BSIDL on the formats of BSIDL.
- B.** The interior fitouts/works shall be allowed to be carried out during the normal working hours i.e. between 9.00 A.M. to 6.00 P.M. only on working days. No interior fitouts/works shall be carried out on Saturdays, Sundays & public holidays.
- C.** The Allottee(s) shall be required to carryout its interior fitouts/works in such a manner as not to cause any damage to the existing structure/systems installed by BSIDL. The Allottee(s) shall obtain prior permission from BSIDL for carrying out such interior fitouts/works.
- D.** The Allottee(s) shall not cause any damage to The Shopping Mall while completing the interior work within the allotted unit(s) and in the event any such damage is caused, the Allottee(s) shall be liable to the allotted unit(s) and in the event any such damage is caused, the Allottee(s) shall be liable to reimburse BSIDL the costs of rectification thereof.
- E.** During the fit out period the Allottee(s) will be liable to pay to BSIDL the charges for use of electricity and water and also other direct expenses incurred by BSIDL.
- F.** The Allottee(s) would be permitted by BSIDL to carry out interior fitouts for a period of 2 months from the date of BSIDL offer for such fitouts or alternatively, three months from the date of offer of possession by BSIDL, whichever is earlier. The Allottee(s) will be required to complete the fitout within such period, failing which BSIDL shall charge a penalty, prorata, on a per month per unit basis, at such rates as may be decided by BSIDL for the period of delay in completion of interior fitouts. In the event of delay the Allottee(s) in completion of interior fitouts beyond a period of 2 months as stated above, BSIDL may cancel the allotment and forfeit the earnest money, delayed payment interest and unpaid amount of penalty, if any, for non-completion of interior fitouts, etc and refund the balance amount to the Allottee(s) without any interest upon realization of money from re-allotment to any other party.
- G.** BSIDL shall not be responsible and liable to reimburse/refund any amount incurred by the Allottee(s) in carrying out interior fitouts/ works in their respective unit(s) and the Allottee(s) shall not raise any dispute/claim in this regard.

12. POSSESSION

- A. BSIDL shall endeavor to give possession of the unit(s) to the Allottee(s) within 18 (Eighteen) months from the date of allotment, subject, however, to payment by the Allottee(s) of all dues in respect of the unit(s) including stamp duty and registration charges as applicable under the law.
- B. BSIDL shall give notice to the Allottee(s) regarding the date on and from which BSIDL will be delivering possession of the unit(s) (“**NOTICE OF POSSESSION**”). The Allottee(s) 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 any Allottee(s) fails to take over possession of the allotted unit within the time as specified in the Notice of Possession, delivery of the unit shall be deemed to have been taken by the Allottee(s) 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 on which the Allottee(s) takes physical possession of the allotted unit.
- C. After taking possession or from the Deemed Date of Possession of the unit, whichever is earlier, the Allottee(s) shall not be entitled to put forward any claim against BSIDL in respect of any item of work in the allotted unit(s) which may be said not to have been carried out or completed.
- D. The Allottee(s) shall be required to make the respective unit(s) operational within three months from the date of taking possession or from the Deemed Date of Possession, whichever is earlier. In case the Allottee(s) fails and/or neglects to do so then, and in such event, the allottee(s) shall be liable to pay “holding charges” @ Rs. 10 per sq. ft. per month of the Saleable Area of the unit(s).
- E. BSIDL shall be entitled to cancel the allotment and/ or determine the lease, as the case may be, of any unit or units, in case the allotted unit(s) are not made fully operational for the specific use, if any, within a maximum period of 3 months from the date of possession or the Deemed Date of possession, whichever is earlier, subject to payment of “holding charges” as mentioned above.

13. DOCUMENTATION

- A. The lease deed(s) of the constructed unit(s) shall be executed and registered in favour of the Allottee(s) upon completion of construction of The Shopping Mall and after the entire premium and other dues and deposits etc. are received from the Allottee(s).
- B. The allottee(s) of the constructed unit(s) will be entitled to grant sub-lease/under lease of their respected constructed unit(s) on the terms and conditions as would be contained in the deed of lease to be granted by BSIDL to the Allottee(s) and under no circumstances such terms and conditions can be varied in any manner whatsoever without the written consent of BSIDL. These lease deed(s), to be granted by BSIDL to the Allottee(s) may be so decide, shall be in such form containing such terms and conditions as decided by BSIDL. No request for any modification(s) in such deeds will be accepted by BSIDL.
- C. The Allottee(s) will be required to pay stamp duty, registration charges and other related charges, as may be levied by the Government from time to time, for registration of such lease deeds.
- D. Each Allottee(s) will also be required to pay to BSIDL “documentation charges” equivalent to 0.8% of the total premium of the Unit.
- E. The Lease Deed/ agreement will be drafted by the Solicitors/ Advocates of BSIDL and shall be in such form and contain such particulars as may be approved by BSIDL. The leasehold interest of the Allottee(s) shall be heritable and transferable upon such terms and conditions and upon payment of such transfer charges as may be decided by BSIDL from time to time. The Allottee(s) will be required to pay legal fees, stamp duty, registration charges and other related charges as may be levied by Government from time to time and as applicable at the time of registration.

14. SIGNAGE

- A. BSIDL may, if required, engage the services of a professional agency to work out the entire scheme of signage of The Shopping Mall including the signage scheme to guide visitors at The Shopping Mall.
- B. The Allottee(s) will have the liberty to design their signboards as per their own branding requirements subject however, to signage guidelines of BSIDL. The Allottee(s) of the unit(s) will have to get their Main Signboard (Unit entry signboard) fabricated by BSIDL or its appointed agency, for which the Allottee(s) will be required to pay the cost of the signboard to BSIDL or its appointed agency, as the case may be.

- C. If any unit has a window on the external façade of the building, then, for bringing natural light, the window will need to be retained even if it is not used. The window may be converted into a show window with either a display or a suitable brand vinyl (except the opaque vinyl) and will need to be lit up during the night while the unit is open. This is important to ensure that the overall ambience of The Shopping Mall by night is retained.
- D. The right of user of all wall surfaces that are exposed to the common area (both external and internal) will be retained by BSIDL. This will include the boundary wall. Signage in these areas, if any, will belong to BSIDL. If any unit wishes to use any of the surfaces for their own branding, then, they need to take permission in writing from BSIDL. BSIDL shall always have the right to provide such space for advertising of products. Also, BSIDL may use these wall spaces for signage to guide visitors as well as to put up murals, paintings, posters and such other decoration items etc. as may be so decided by BSIDL to enhance the aesthetic quality of The Shopping Mall. All signage on the external façade of the building of The Shopping Mall (save and except the windows/show windows specially allowed to any unit) will belong to BSIDL and BSIDL will have the sole right for allotment of space for signage, branding etc. in consultation with their architects/consultants.

15. COMMON AREAS AND FACILITIES

- A. The Allottee(s) will be entitled to use and enjoy only such areas and facilities of The Shopping Mall which would be earmarked for common use by BSIDL at its sole discretion. These tentative common areas and facilities, if required, can be relocated by BSIDL at its sole discretion. All other areas in The Shopping Mall shall belong exclusively to BSIDL which shall have the sole and exclusive right, (to the exclusion of all others), to develop and/or deal with all or any of such areas, in any manner whatsoever as may be decided by BSIDL.
- B. The allottee(s) will only have right of ingress in, and egress out of their respective unit(s) to such common areas/common portions.
- C. A Maintenance Agency will be created/nominated by BSIDL to take over maintenance of the of the common areas and facilities of the Shopping Mall cum Multiplex within a period of one year from date of possession as indicated in Clause 12 above.

16. MAINTENANCE AND RELATED MATTERS

- A. Maintenance: The common areas and facilities of The Shopping Mall shall be maintained by BSIDL or by its nominated agency (Maintenance Agency). BSIDL may use its own resources or sub-contract the work to agency(ies) for the purpose.
- B. Entry Regulation: BSIDL or its nominated security agency(ies) shall be entitled to restrict and regulate the entry of visitors into The Shopping Mall considering the overall security of The Shopping Mall in the interest of all the Allottee(s).
- C. Water charges: General water supply to common toilets and for common purposes will form part of the common maintenance costs. Individual water requirements for unit(s) (those who have their own pantries, kitchen, beauty parlors, SPAs etc.) shall be billed for water tax and other levies, as and when made applicable by the concerned authorities.
- D. Electricity :
 - i) The concerned authority has already been approached by BSIDL to provide high-tension line and suitable sub station etc. for provision of electricity load. Electricity will be provided to the Allottee(s) through electric sub meter(s). The cost of the sub meter(s) will have to be borne by the Allottee(s). All electric usage will be charged on the basis of electric sub-meter reading. In addition, the Allottee(s) will be liable to pay the proportionate costs of all transfer/transmission loss for supply of electricity from HT sub-station to the LT connection in each unit and shall also be liable to pay applicable service tax and VAT.
 - ii) Electricity will also be consumed for common services, costs of which will form a part of the overall maintenance costs.
 - iii) To ensure timely payment of the Bills of concerned authority for the High Tension Line, timely payment of electricity charges by the Allottee(s) is essential. For timely payment of electricity charges, the Allottee(s) will be required to pay (in advance, every quarter, within 7th of each quarter) BSIDL or its nominated agency(ies), as the case may be, interest free deposits as may be so demanded by BSIDL or its nominated agency(ies) (based on estimated consumption of electricity and/or on some other suitable mechanism). The actual consumption of electricity as per the sub-material(s) installed in the unit(s) of the Allottee(s) as also the proportionate costs of transfer/transmission loss shall be billed to the Allottee(s) every quarter. The amount so billed every quarter to the Allottee(s) shall be adjusted against the deposit made by the Allottee(s) as stated above. BSIDL or its nominated agency(ies) are not cleared in time and the Allottee(s) waives the right to take legal recourse in such circumstances.

- iv) The Company may explore the possibility of compulsorily requiring the Allottee(s) to install prepaid electric meter(s). A suitable scheme may be worked out by BSIDL in this regard which will have to be accepted by the Allottee(s).
- v) The Security Deposit payable to the concerned authority(ies), as also enhancement of such deposit by the concerned authority(ies) from time to time, will be proportionately borne and paid by the Allottee(s).
- vi) The allottee(s) may be required to enter into separate agreement for supply of electricity by installation of sub meter(s) or prepaid meter(s), as the case may be, at the time of taking possession of their unit(s) or at a later date as may be so required by BSIDL.

E. Generator :

- i) Provision has been made for installation of D.G set(s) for power backup. While expenses for running D.G set(s) for common service(s) will form a part of common maintenance expenses, the charges for provision of power from the DG set(s) for each unit shall have to be borne and paid by the Allottee(s).
- ii) Each unit will be provided with Power Back up of 3 watts per sq. ft. of the Carpet Area. Requirement of additional power load will be chargeable @ Rs. 10,000 per KW, subject to availability.
- iii) No Allottee(s) shall be allowed to use any kind of fuel based, noise making portable or fixed private generator sets within The Shopping Mall.

F. General upkeep and maintenance: This will comprise the maintenance of all common areas including the external faced of building and external lighting. A system will be worked out by BSIDL or its nominated agency(ies) for the general upkeep and maintenance and this will form a part of common maintenance cost.

G. Outbound unused materials: All shops, eateries and other establishments will have fair payment of outbound garbage, which will include waste food, carton, and a most of other packing and related materials. All Allottee(s) will be required to liaise with the common maintenance team for their individual requirements. A system will be put in place in collaboration with the local municipal authorities for the disposal of this garbage. The outbound garbage movement will take place at specified times of the day, which will be finalized closer to the completion of The Shopping Mall and all Allottee(s) would be required to keep their garbage within the limits of their respective units till the time of disposal. Garbage and unused material cannot be stored in the common open spaces and parking areas.

H. Inbound material movement: BSIDL or its nominated agency(ies) shall, at its absolute discretion, regulate the ingress and egress of materials within The Shopping Mall. Delivery vans will not be permitted inside the campus of The Shopping Mall during the normal operational hours so as to avoid inconvenience to the visitors.

I. All occupants of The Shopping Mall shall comply with the guidelines that will be framed in detail by BSIDL.

J. Events and activities: To increase the footfalls at The Shopping Mall, BSIDL or its nominated agency(ies) may organize events, promotions, lotteries, special sales etc. This, of course, will be a co-operative exercise where the Allottee(s) are expected to participate. BSIDL or its nominated agency(ies) will take the initiatives for organizing these events and activities. Allottee(s) who wish to use the Shopping Mall infrastructure for product launches, promotions, celebrity visits and such other activities shall seek permission, assistance and support of BSIDL at the costs and expenses of the Allottee(s).

K. Areas other than parking area: All areas other than parking area and/or the rest of the common space(s) such as pedestrian walkway and all other open spaces would be suitably landscaped. The common area may have a performance space, which may be used for live performances, product demonstrations, new product launches and other such activities. All rights for these areas will vest with BSIDL absolutely and it will coordinate all the activities on such commercial terms as may be deemed appropriate by BSIDL.

L. Common Lobbies, passages and aisles: No Allottee(s) shall be permitted to keep any of their wares, goods, display materials, signboards or any articles of any nature in the common lobbies, passages, aisles or any place outside their respective units etc. without permission of BSIDL in writing.

M. Air Conditioning: The air conditioning system will run as per The Shopping Mall timings. The upkeep and maintenance of the said air-conditioning will be done by BSIDL or its nominated agency(ies). Detailed instructions in this regard will be circulated to all the Allottee(s) at the time of handing over possession of the unit(s). Air Conditioning timings for some areas may be different. The expenses for air-conditioning of common areas of The Shopping Mall will form a part of the common maintenance charges applicable to Allottee(s).

N. Fire Security :

- i)** Fire alarm system and water sprinkler system will be provided by BSIDL in the common areas of The Shopping Mall. The Allottee(s) will be responsible to ensure that the fire alarm system and water sprinkler system is installed in each of their unit(s) and are not tampered with in any manner. The Allottee(s) will have to bear the cost of the fire detection system, fire alarm system, water sprinkler system and other devices, similar to the ones installed by BSIDL in the common areas, for installation in their respective unit(s). These systems have limited life and on being found unserviceable, these will be replaced by the maintenance team and the costs will be borne by the Allottee(s) for their respective unit(s).
- ii)** Food and Beverages unit(s) will not be permitted to operate in case the fire license and other applicable related licenses and permissions are not up to date. The location of the reticulated gas banks will have to be included in the Fire License and other such licenses of all Food and Beverages outlets.

O. No installation like antennas etc. will be permitted at the terrace without the permission of BSIDL or its nominated Agency(ies). The rental, as may be so decided by BSIDL, will have to be paid by the Allottee(s) for the installation and use of such antennas etc. if the same is permitted by BSIDL or its nominated agency(ies).

17. MAINTENANCE CHARGES

A. BSIDL through itself or its nominated agency(ies), will maintain the common portions and common areas and services and shall raise bills on the Allottee(s) for such services on the basis of the rates given below. BSIDL shall not be obliged to change any standard maintenance charges and the maintenance charges may be different for different units of The Shopping Mall based on location, size of the space and/or other consideration. For the First Year (on and from the date of the Allottee(s) taking possession of their respective unit(s) or the Deemed Date of Possession (as mentioned hereinbefore, whichever is earlier) the maintenance charges shall be payable by the Allottee(s), in advance. After the expiry of the said first year quarterly bill will be raised, in advance, irrespective of whether the allotted unit is being utilized or not. These charges will be fixed and non escalable for a period of 36 (thirty six) months from the Deemed Date of Possession. However, in the event there is an increase in the power tariff by the concerned authorities during this period of 36 (thirty six) months, then, the maintenance charges will be increased suitably to cover up the increase in such costs due to increase of the power tariff as power costs forms a sizable portion of the total maintenance charges. After the completion of said 36 (thirty six) months BSIDL or its nominated agency(ies) shall increase the maintenance charges by 10%. The Common Area Maintenance Charges will be enhanced by 10% after every 36 (thirty six) months. BSIDL or its nominated agency(ies) will have a professional set up to run and maintain the common areas/services in The Shopping Mall. Such activities will be operated on a commercial basis to ensure a reasonable return for the effort being made by BSIDL or its nominated agency(ies).

Rate/sq ft of Chargeable Area per month	Items Included	Not Included
Rs. 14/- Plus Service Tax & other applicable taxes	<ul style="list-style-type: none"> (a) Air-conditioning of the Unit (b) Common Area maintenance expenses (c) Common Area Air-conditioning expenses (d) Common Area electricity charges (e) Regular Charges for DG Back Up for the Unit(s) and for common areas (f) Annual Maintenance Charges 	<ul style="list-style-type: none"> (a) Electricity expenses for lighting and equipments within the unit(s) (b) Municipal Rates & Taxes (c) Insurance of Building & common services (d) Insurance of unit(s) & goods within the unit(s), third party claims & loss of profit (e) Events, promotion & marketing costs (f) Specialized services

The Common area maintenance charges includes charges, payable by the Allottee(s) for maintenance of all common areas, security, water charges, general upkeep and maintenance of landscaping and parking areas.

- B.** Failure to pay maintenance/electricity bills within due date may result in withdrawal or restrictions of services to the Allottee(s) and also make the Allottee(s) liable to pay interest @ 2% per month or part thereof on the dues for the period of delay calculated from the due date of payment of the bill to the date of payment. In such cases, the Allottee(s) may be required to make/provide additional interest free non-adjustable security deposit before restoration of services. If the payment for the maintenance/electricity bill is due for more than 2 months, BSIDL or the nominated maintenance company can disconnect the electricity & water charges for the respective unit.
- C.** The Allottee(s), on or before taking possession of their respective unit(s), will be required to pay BSIDL, towards contribution to a Maintenance Corpus Deposit @ Rs. 50/- per sq. ft. of the Saleable Area of their respective unit(s) for major repairs/replacement of equipments such as HVAC(s), escalator(s), elevator(s), electric equipments, transformer(s) etc. Such Deposit will remain credited to the account of such Allottee(s) in the records of BSIDL or its nominated amounts to be spent shall be from out of the said fund. BSIDL or its nominated Agency(ies) will be entitled to recover additional money from the Allottee(s) to meet the deficiencies of costs in case the said fund and/or the accrued interest/income on the said fund is not sufficient to cover up the costs of major repairs/replacements of equipments etc. as stated above. The Fund shall be maintained equal to Rs. 50/- per sq ft. of the Saleable Area, at all times. This deposit is also to secure due payment and guard against default in payment of regular maintenance by the allottee(s).
- D.** The maintenance, repairs and replacement of equipments, fixtures, amenities & facilities within the unit(s) shall be the sole responsibility of the Allottee(s) at their costs and expenses.

18. BREACH

In the event that the Allottee(s) is in breach or fails to observe or comply with any term, covenant or obligation contained in these General Terms and Conditions, which breach or failure has not been cured or remedied within 30 (thirty) days of the receipt of written notice of such breach or failure from BSIDL then, and in such event, BSIDL shall have the right to cancel the allotment. In the event of such cancellation of allotment the application money, allotment money, installments, security deposits and any other amount received by BSIDL, shall be returned to the Allottee(s) after deduction of due interest, if any, on delayed payments and the "service charges" equivalent to 10% of the total premium payable by the Allottee(s) for the Unit.

19. GENERAL

- A.** It is understood that the Allottee(s) has applied for the allotment of the unit after satisfying himself/herself/themselves/itself about the rights, title and/or interest of BSIDL in the land on which The Shopping Mall is proposed to be being constructed.
- B.** The Allottee(s) agrees to abide by all applicable laws, including local laws and directions and notifications of concerned statutory authorities and the terms and conditions contained herein governing the allotment to the Allottee(s).
- C.** The Applicant(s)/Allottee(s), wherever applicable, 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 necessary 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(s)/ Allottee(s) shall also furnish the required declaration to BSIDL in the applicable format(s), wherever necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian Origin, shall, however, be made in Indian Rupees.
- D.** The layout plans, building plans, the open areas, the common areas, Saleable Areas of the units, Specifications of the buildings of The Shopping Mall and the units therein, at the sold discretion of BSIDL are subject to changes/variations, BSIDL may effect such variations, additions, alterations, deletions, modifications and/or changes in the location(s)/increase or decrease in Saleable Areas as it may, at its sole discretion, deem appropriate or as may be sanctioned/directed by any competent authority. It is, however, clarified that in case of variation of any area, the same shall be required to be adjusted upon the final payment to be made by the Allottee(s).
- E.** Additional expenses on account of formation of association, electricity connection, legal charges, extra power/ power back up charges and any additional facility will be payable extra by the Allottee(s).
- F.** As and when BSIDL is ready and willing to execute the deed of lease, it shall notify the Allottee(s) and the Allottee(s) shall be obliged to complete the registration formalities within one month of such notice. In case any Allottee(s) neglects and/or fails to complete the registration formalities within one year from such notice of BSIDL then, and in such event, BSIDL shall be at liberty to cancel the Allotment, and refund the amounts received by it to the Allottee(s) without any interest after deduction of service charges equivalent to 10% of the total premium payable by the Allottee(s) for the allotted Unit.

- G.** The expression/term “Saleable Area” as indicated in the provisional allotment letter and/or otherwise, shall mean and comprises of the covered area of the unit (including columns and internal walls within the unit) and undivided proportionate share of all covered common areas and facilities within The Shopping Mall. Such area is subject to change(s), if any, upon completion of The Shopping Mall. Such change(s) variation(s), if any, shall be binding on the Allottee(s).
- H.** The expression/term ‘allotment’ wherever used in this General Terms and Conditions shall always mean ‘Provisional Allotment’, and will remain so till such time a formal deed of lease is executed and registered by BSIDL in favour of the Allottee(s) for their respective units.
- I.** This General Terms and Conditions shall be deemed to form part of the letter of provisional allotment issued/to be issued to the Allottee(s) and all allotments shall be strictly subject to this General Terms and Conditions.
- J.** No complaint regarding design, layout and accommodation shall be entertained. Complaints, if any, regarding specifications, fittings and fixtures, etc. provided in the units will be required to be brought to the notice of BSIDL within 15 (fifteen) days of taking over possession of the unit. BSIDL shall not be responsible for any damage caused to the unit on account of delay by the Allottee(s) in taking over possession and in case of any such delay, the Allottee(s) will have to take possession of his store on “as is where is” basis.
- K.** Water supply will be made available from water supply connection of Asansol Municipal Corporation/ADDA or as may be permitted.
- L.** Arrangement for Disposal of the Garbage, Sewerage and Storm water will be made to the nearest off-sight facility as per the permission granted by Asansol Municipal Corporation/ADDA.
- M.** Internal wiring for Electrification will be provided for each unit. Each unit holder will be provided with an Electric Sub-Meter for recording the energy consumed and unit holder has to bear and pay the energy charges (as per the units consumed by them and also a percentage of transmission loss equivalent thereto) as levied time to time by WBSEB. The unit holder shall also have to pay the applicable security deposit and/ or other charges for the same to BSIDL.
- N.** The Allottee(s) must quote their Unit number as indicated in the Provisional Allotment letter in all future correspondence.
- O.** All correspondence will be made with applicants at the address for correspondence indicated in the Application Form, unless the same is changed. Any change of address will have to be notified in writing to BSIDL at its Registered Office/Corporate Office and acknowledgement obtained for such change. In case there are Joint Allottee(s), all communication shall be sent by BSIDL to the Allottee(s) whose name appears first and which shall for purposes be considered as having been served on both Allottee(s).
- P.** In case of Joint Allottee(s), any document accepted/acknowledged by any one of the allottee(s) shall be binding upon the other Allottee(s).
- Q.** The applicant shall not be entitled to get the name of his/her nominee(s) substituted in his/her place.
- R.** BSIDL shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose it may create equitable mortgage/charge of The Shopping Mall/its construction in favour of one or more lenders/financial institution and for such mortgage/charge etc. act, the Allottee(s) shall have no objection and the consent of the Allottee(s), shall be deemed to have been granted for creation of such charge/mortgage during the construction/development of The Shopping Mall. Notwithstanding the foregoing, BSIDL undertakes to get such charge/mortgage, if created, released in respect of the allotted unit before execution of the deed of lease in favour of the Allottee(s).
- S.** The Allottee(s) shall abide by the terms and conditions stipulated herein and the applicable laws and should there be any contravention or non-compliance of any of these terms and conditions or the applicable laws, the Allottee(s) shall be liable for consequences in respect thereof. If any loss is occasioned to BSIDL or others due to the act or negligence of the Allottee(s), the Allottee(s) shall indemnify BSIDL or the affected party(ies) for such act or negligence which has caused the loss.
- T.** The Allottee(s) shall indemnify and keep BSIDL indemnified against any loss or damage which may be caused to The Shopping Mall as a result of any accident, mob frenzy etc. at the outlet(s)/unit(s) of the Allottee(s) by virtue of any willful omission or default on the part of the Allottee(s) or any of its servants, employees or agents.
- U.** BSIDL, however, may, at its sole discretion, change, add, delete, alter or relax any of the terms and conditions stated herein at its sole discretion. The terms and conditions contained herein are subject to changes from time to time. Any new/amended General Terms and Conditions or any other document issued containing amendments to or new terms and conditions shall supersede these terms and conditions and shall be binding on all the Allottee(s).

V. BSIDL will not entertain any request for any modification in the internal layout of any unit and external facade of the building in which the unit is situated.

W. If for any reason, whatsoever, BSIDL is not in a position to offer the allotted unit by the Allottee(s), then, and in such event, BSIDL shall offer to the concerned Allottee(s) any alternative unit or refund the amount received from such Allottee(s) in full with simple interest of 6% p.a. without any further liability to pay damages or compensation of any nature whatsoever.

20. JURISDICTION AND ARBITRATION

A. The acceptance of the Provisional Allotment letter along with these terms and conditions by the Allottee(s) shall be binding on both the parties, and the legal relationship between the Allottee(s) and BSIDL shall be governed by the laws of India.

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

C. 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 matters requiring arbitration will be referred to a sole arbitrator to be appointed by BSIDL at Asansol only. The proceedings of the arbitration shall be conducted in English and shall be construed as a domestic arbitration under the applicable laws.

D. All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Asansol.

21. DISCLAIMER

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