

**GOVERNMENT OF WEST BENGAL
HOUSING DEPARTMENT
NEW TOWN PROJECT
UNDER
AKANKSHA HOUSING SCHEME (AHS)**

General Terms & Conditions

It has been considered by the State Government to provide housing to the serving State Government employees. The present project is situated in premises No. 07/300, Block-DB, Action Area-ID at New Town, Kolkata- 700107 on pilot basis. The project has been designed on a no-profit no-loss basis and without the cost of the land. The instant project is spread over 5.0599 acres of land and comprising of 13 towers.(7 nos. of G+10 Towers for Elegant, Premium and Classic categories and 6 nos. of Straight 4 towers for Economy and Standard categories) containing of 576 flats and 236 covered Car parking spaces and 35 open Car parking spaces (only for Elegant, Premium and Classic categories).

There is also provision for Gymnasium, Club-House and Community Hall within the Complex.

1. WHO CAN APPLY:-

1.1 All serving State Govt. employees as defined in West Bengal Service Rules, except those State Govt. employees who have their own housing scheme such as 'Pratyasha' for Policemen or similar housing schemes under Government of West Bengal stated in Memorandum No. **FD-647 dated 29th August, 2014** of the Finance Department of Govt. of West Bengal may apply for New Town Project under 'AKANKSHA HOUSING SCHEME' (AHS).

Explanation: Employees of following services are not eligible:-

(a) All India Service Officers, b) Employees of local bodies like Panchayet, Municipalities, Corporations, etc. c) Teaching/non teaching staff of non Govt. School & Colleges/Universities etc. even if those Institutions are aided or sponsored by state Govt. d) Employees of various companies/undertakings like WBPDC, WBSEDCL, CSTC, CTC, SBSTC, NBSTC, WBTEDC, WBHIDCO, KMDA, KIT, KMWSA and etc.) Retired but reemployed Govt. employees, f) Judicial Service Officers of West Bengal.

1.2 An applicant may apply jointly with his/her spouse only.

2. HOW TO APPLY: -

2.1 Application has to be made online only.

2.2 No applicant is permitted to submit more than one application in this project.

2.3 Applicant has to deposit an amount of Rs. 25,000/- as "Application money" in any branch of Bank of Baroda by generating challan through online system.

3. CATEGORISATION OF FLATS, ELIGIBLE GRADE-PAY AND VACANCY

| Category | Eligible Grade Pay | Built up Area in Sq. Ft. | Final Components of each flat | Rate per Sq. ft. | Total Price | No. of Flats Vacant (tentatively) |
|----------|----------------------------------|--------------------------|---|------------------------|-----------------|-----------------------------------|
| ELEGANT | Rs. 8900/- & above | 1434 | It consists of three nos. bed room, one no. drawing cum Dining, one no. kitchen, two nos. balcony, two nos. toilet, two nos. water closet & one no. store room. | Rs. 3100/- per Sq. ft. | Rs. 44,45,400/- | NIL |
| PREMIUM | Between Rs. 7601/- to Rs. 8899/- | 1273 | It consists of three nos. bed room, one no. drawing cum dining, one no. kitchen, two nos. balcony, two nos. toilet, one no. water closet. | Rs. 3100/- per Sq. ft. | Rs. 39,46,300/- | 03 |
| CLASSIC | Between Rs. 4801/- to Rs. 7600/- | 924 | It consists of two nos. bed room, one no. drawing cum dining, one no. kitchen, one no. balcony, two nos. toilet. | Rs. 3100/- per Sq. ft. | Rs. 28,64,400/- | NIL |
| ECONOMY | Between Rs. 2901/- to Rs. 4800/- | 710 | It consists of two no. bed room, one no. living cum dining, one no. kitchen, one no. balcony, one no. toilet and one no. water closet. | Rs. 2200/- per Sq. ft. | Rs. 15,62,000/- | 01 |
| STANDARD | Upto Rs. 2900/- | 464 | It consists of one no. bed room, one no. master room, one no. kitchen, one no. balcony, one no. toilet. | Rs. 2200/- per Sq. ft. | Rs. 10,20,800/- | 05 |

4. The prices shown in Clause 3 are purely tentative and may vary during actual execution of the scheme till its completion. The difference of cost so varied will be charged at no profit no loss basis and should be paid by the allottee within sixty days from the date of demand.

5. PAYMENT SCHEDULE

5.1. PAYMENT SCHEDULE FOR ELEGANT, PREMIUM AND CLASSIC FLATS :-

| Installment No. | Amount Payable | Time of payment |
|-----------------------------|---|--|
| Application money | 25000/- of total price | At the time of submitting application *1 |
| Allotment Money | 40% of the tentative total price including application money. | Within 45 days of the allotment order. |
| 1 st Installment | 20% of the tentative total price | Within 30 days of completion of 6 th floor slab |
| 2 nd Installment | 30% of the tentative total price | Within 30 days of completion of 9 th floor slab |
| 3 rd Installment | 10% of the tentative total price | Within 30 days of completion of entire building * |
| 4 th Installment | Residual amount of the final price. | Before taking possession ** |

* 1 Till 3.45 p.m. of 04/02/2020.

* Completion of building includes primer painting and completion of sanitary plumbing, internal and external sewerage, internal and external electrification and other services including installation of lift.

** within 15 days from the date of issuance of possession letter.

5.2. PAYMENT SCHEDULE FOR ECONOMY & STANDARD FLATS :-

| Installment No. | Amount Payable | Time of payment |
|------------------------|---|---|
| Application money | 25000/- of total price | At the time of submitting application*1 |
| Allotment Money | 20% of the tentative total price including application money. | Within 30 days of the allotment order. |
| Final Allotment | Residual amount of the final price. | Before taking possession *** |

*1 Till 3.45 p.m. of 04/02/2020.

***within 15 days from the date of issuance of possession letter.

5.3. Procedure for payment of installment will be communicated through allotment letter to the successful applicants.

5.4. Expected date of completion of project is March, 2020.

6. REJECTION OF APPLICATION AND PROVISION FOR REFUND:-

6.1 Any application, fails to fulfill any of these terms & conditions, shall be rejected at any point of time.

6.2 In any application, where material fact is suppressed or where wrong information with respect to salary is furnished it shall be rejected and no refund of application money shall be allowed in such cases.

6.3 If the applicant fails to accept the offer or rejects within thirty days of communication through final Allotment letter, application money shall be forfeited.

6.4 The allottee shall have to deposit the demanded amount of allotment money/balance price/other charges against the allotted flat within the time-frame specified in the General Terms & Conditions or to be as communicated allotment letter.

6.5 In the event of failure of the allottee to deposit any installment / other charges against the allotted flat according to the aforesaid time-frame, an interest @ 12% per annum for the delayed period shall be charged on the delayed payment amounts, subject to permission is sought for and such delay is allowed by Department.

6.6 If the Allottee surrenders the allotment after making payment of demanded amount towards any installment / other charges, the amount paid by the allottee will be refunded after deduction of 15% of the said paid amount, without any interest.

6.7 All the refund will be made through the applicant's bank account as mentioned by the applicant in application form.

7. PROCESS OF ALLOTMENT :-

7.1 The flat shall be allotted amongst the applicants only on the basis of transparent lottery. No prayer for change of allotted flat shall be entertained. Department do not give any assurance to provide Car Parking Space to each and every allottee, however, the Car Parking Space so available will be distributed among the allottees by holding a separate lottery at separate cost to be so fixed up by the Department. The cost of such Car parking space shall be paid at a time within 30 (Thirty) days from the date of such lottery of Car parking space.

7.2 Immediately after the conduct of lottery, a provisional Allotment Letter (PAL) will be issued to all the successful candidates.

7.3 An applicant, on being successful in lottery shall have to submit a copy of (March, 2017) pay-slip issued by the concerned Drawing and Disbursing Officer along with such other documents as may be asked by Department. After verification of documents if the applicant is found ineligible, his/her application shall be cancelled, although successful in lottery.

7.4 After verification of documents, if found eligible then only final allotment letter (FAL) will be issued.

7.5 If the number of applications exceeds the number of available flats, a waiting list of the applicants who express their willingness in the application form to remain in the waiting list will be prepared through the result of same lottery. The number of applicants on waiting list will vary from 30% to 50% depending on the number of vacant flats available for lottery rounded off to the nearest whole number in a category. Flats which may fall vacant subsequently due to withdrawal or cancellation may be allotted from the said waiting list, on the same terms and conditions as laid down in General Terms and Conditions. The waiting list so prepared will remain valid for **6 (six)** months from the date of lottery. For the applicants who desire to remain in the waiting list, the application money would be kept with the Housing Department for the above period of 6 (six) months without any interest.

- 7.6 The flat shall have to be utilized for Residential purpose only and no commercial activities by the allottees or the Flat Owners Association shall be allowed in Car Parking areas as well as other common space.
- 7.7 In case both the spouses become successful in the lottery, only one of them will be allotted a flat as per the choice of them.
- 7.8 Similarly if one of them has already been allotted a flat, other is not eligible to apply for allotment.

8. TRANSFER OF FLAT, CAR PARKING SPACE, COMMON AREAS AND FACILITIES :-

- 8.1 Once the flat is handed over or deemed to have been handed over, the Housing department will not bear the responsibility for any payments towards municipal taxes, charges, levies and impositions and the like.
- 8.2 After completion of construction of the project, the Housing Department shall, as sole owner, submit the project property comprising the land, the building and the common areas and facilities to the provisions of the West Bengal Apartment Ownership Act, 1972 by submitting Form 'A' to the Competent Authority appointed under the said Act of 1972.
- 8.3 The Housing Department shall get the accepted Form 'A' registered under the Registration Act, 1908.
- 8.4 The Housing Department shall convene, after giving prior notice, a meeting of the allottees to be held in the New Town Project premises, as soon as possible, for :-
 - (a) Execution of deed of conveyance of flats with or without parking space, to the respective allottees;
 - (b) Handing over of possession of flats, car parking spaces;
 - (c) Handing over of draft Form C;
 - (d) Formation of the Association of Apartment Owners under a specific name and style for the New Town project, and,
 - (e) Formation of an ad hoc Board of Managers.In the same meeting preparation of Form-I under the West Bengal Apartment Ownership Act, 1972, shall be made.
- 8.5 The ad hoc Board of Managers shall convene a formal general meeting, preferably within two months of the meeting stated at 8.4 above for conducting an election towards formation of the elected Board of Managers.
- 8.6 The Housing Department shall hand over the possession of the Common Areas & Facilities to the elected Board of Managers preferably within three months from the date of meeting stated herein above for maintenance and management of the same, but ownership of the Common Areas and Facilities shall remain with all the flat owners jointly as per WB Apartment Ownership Act, 1972 as amended from time to time.

- 8.7 The Housing Department shall maintain the common areas and facilities till the hand-over of the same to the allottees /Association and for such maintenance, the Housing Department shall levy a charge at the rate which shall be notified later on. Liabilities regarding maintenance of common area & facilities of the project shall, after expiry of the above mentioned period, be rested upon the said Apartment Owners Association and not upon the Housing department.
- 8.8 From the date of taking over of possession of common areas and facilities the Association of the Apartment Owners will maintain and manage the common areas and facilities. Balance of funds, if any, of charges levied for such maintenance, shall be handed over by Housing Department to the Board of Managers of the Apartment Owners Association.
- 8.9 All allottees will take over the possession within 15 (fifteen) days from the date of issue of intimation letter regarding completion of the project irrespective of Completion Certificate obtained from the concerned authority.
- 8.10 Cost of registration of the deed of conveyance will be borne by the allottee.

9. SPECIAL CONDITION FOR SUBSEQUENT SALE:-

The owners of the property will not be able to sell the property to any person upto a period of 15 (Fifteen) years from the date of purchase, or his/her retirement from Government services, whichever is later.

10. RIGHT FOR AMENDING GENERAL TERMS & CONDITIONS:-

In case of difficulties to implement this general terms & conditions, Housing Department shall have right to issue appropriate directions to remove such difficulties.

11. INTERPRETATION:-

Any word used as masculine gender shall also include the feminine gender and any word used as singular number shall also include the plural number, wherever applicable.

12. ARBITRATION:-

All disputes and differences by and between the parties and / or the said buildings and / or anything done in pursuance hereby shall be referred for arbitration to such person as may be appointed by the Housing Department as the sole arbitrator for adjudication in accordance with the Indian arbitration law in force. The decision of the Arbitrator shall be binding upon the parties.

13. FORCE MAJEURE:-

Any delay or failure in the performance by either Housing Department or the applicant shall be excused if and to the extent caused by occurrence of a Force Majeure. For purposes of this General Terms and Conditions, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of Government, Governmental acts, injunctions, labour strikes, other than those of Seller or its suppliers, that prevent Seller from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this General Terms & Conditions.

**Secretary
to the Government of West Bengal**