



Bengal Greenfield Housing Development Company Ltd.
(A Joint Sector Company with West Bengal Housing Board)

Bengal Greenfield Housing Development Company Limited

Terms and Conditions (HIG) of Greenfield Elegance

1. Greenfield Elegance , Ghuni Mouza , Rajarhat, Kolkata

There would be Four HIG Towers namely **GRACE** , **GLORY** , **PANACHE** and **PLUSH** with a total no. 172 HIG Apartments or Flats.

GRACE Tower	:	B+ G+XI Storied
GLORY Tower	:	B+G+X Storied
PANACHE Tower	:	B+XI Storied
PLUSH Tower	:	B+XI Storied

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 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 up to two persons only is permitted. Applicants should be members of the same family, which includes spouse, parents and children.

*(*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 Sri Lanka and Myanmar shall be deemed to be not of Indian origin.)*

B. Other Entity(ies), is 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 required).

C. The applicants qualifying for allotment may be required to furnish such documentary evidence as deemed appropriate to satisfy BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LTD. (herein after referred to as BENGAL GREENFIELD) of the applicants' ability to arrange and/or pay for the price of the said apartment. This however will be required only at the time of allotment.

D. BENGAL GREENFIELD, however, at its discretion can relax any of the conditions as mentioned hereinabove without assigning any reason.

3. Application Procedure

A person intending to acquire an apartment/flat will have to apply in the prescribed application form. It is important that care is taken to go through and understand the terms and conditions, before filling in the Application Form.





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4. Scrutiny, Rejection and Refunds

Applications remaining incomplete or deficient in any respect and/or not accompanied by the relevant/required remittance 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 and booking cancelled (even 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 which is Rs.100000.00 (Rupees One Lakh) only.

If the application money has been paid out of Non-Resident Ordinary (NRO) Account of the applicant, refund of the application money without interest will be made only to that account. If the application money, has been paid by the applicant out of Non-Resident External (NRE) Account of the applicant, the refund will be made only to the NRE Account, provided Banker's certificate for payment of application money out of the said NRE account is furnished.

5. Withdrawal of Application/Cancellation of Booking

A. Before Allotment

Applicants may withdraw application money at any time before the issue of allotment letter and may get refund of the application money without any interest within 45 (Forty Five) days of such withdrawal.

B. After Allotment

Applicants are free to withdraw their applications and cancel their booking at any time even after issuance of allotment letters but before the possession of apartments are made over. Total deposit or installments paid by the allottee / allottee(s) will be refunded without any interest and after deduction of a service charge of Rs.100000.00 (Rupees One Lakh) only. All such refunds to Non-Resident Indians (NRI)/foreign citizens of Indian origin shall however be made in Indian rupees. However, it may be noted that the date of issuance of the allotment letter by BENGAL GREENFIELD would be deemed as the final date of Allotment Letter irrespective of the allottee/allottee(s) receiving or signing of the allotment letter.

6. Price

A. Under Down Payment Plan

Price indicated in the Payment Schedule under Down Payment Plan is firm and non-escalable. This Plan requires 100% payment of the price within 30days of issuance of the Allotment Letter. The discount for down payment scheme will be decreasing at the discretion of the management.

B. Under Installment Payment Plan

Price indicated in the Payment Schedule under Installment Payment Plan is firm and non-escalable. This plan requires payment of allotment money within 30 days of the issue of the Allotment Letter and respective installments as indicated in the Payment Schedule within 21 days of the issuance of the demand notices.





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C. **Escalation**

The prices indicated in the Payment Schedule under both Payment Plan types are firm. No Escalation to be charged during the period of construction.

7. Car Parking facility has been provided in the complex at the Basement and Ground Floor Level with Independent and Dependent Covered and Open Car Parking Spaces.

All applicants are at liberty to apply for car parking space. For HIG apartments booking of car parking space is mandatory with the booking of an apartment. The applicant(s)/allottee(s), however, will be required to accept the decision of Bengal Greenfield Housing Development Company Limited as final and binding. Earmarking of specific car parking spaces will be done in due course. If, after the above allocation any unallotted car parking space is available, the same will be offered to any allottee(s) desiring additional car parking space on first come first serve basis at the discretion of the management of Bengal Greenfield.

8. Delay in Payment of Installments and/or Other Dues

It shall be incumbent on the allottee(s) to comply with the terms of payment in respect of the apartment/flat, car parking and/or any other payments under GENERAL TERMS & CONDITIONS, ALLOTMENT LETTER or PAYMENT SCHEDULE.

Payment of allotment money is required to be made within 30 days from the date of issuance of the allotment. No extension of time will be allowed for payment of allotment money.

Payment of installments and all other dues shall have to be made within 21 (twenty one) days from the date of issue of the letter to the allottee(s) against the outstanding amounts. In case payment is delayed the allottee(s) shall have to pay interest on the amount due @ 18% per annum for upto two months of delay from the respective due dates.

Delay in payment of installments and all other dues beyond 90 days shall not be condoned. In case of such delay the allotment may stand cancelled and BENGAL GREENFIELD shall refund the money paid by the allottee/s without interest after deduction of service charge of Rs.100000.00 (Rupees One Lakh) only. In case of such cancellation, the allottee/s shall have no right and/or lieu on the apartments.

ALL PAYMENTS ARE TO BE MADE IN THE NAME OF **"BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LIMITED"**.

9. Shifting from one Apartment to another Apartment

The Allottee/s is/are not allowed to shift from one apartment to any other. However, the company might allow the shifting from one apart on payment of the applicable service charge of Rs.100000.00 (Rupees One Lakh) only.

10. Reserved quota in Apartments

Reserved units (if any), which will be disposed off at the sole discretion of BENGAL GREENFIELD.





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11. Possession

BENGAL GREENFIELD shall endeavour to give possession of the HIG apartments/flats within 36 (Thirty-Six) months from the date of issuance of Allotment Letter plus 6months grace period subject to receiving all the necessary statutory clearances and all the allied services from the concerned authorities. However, BENGAL GREENFIELD cannot be held responsible for slippage of the time, due to force majeure and other situations beyond its control. Force majeure and such other situations, inter alia, include delay on the part of authorities in providing encumbrance free worksite and vehicle worthy access road; availability or delayed availability of construction water and power from the concerned authority; non availability or irregular availability of construction materials; non availability of water supply or sewerage disposal connection or electric power or other civic amenities from concerned authorities; slow down or strike by contractors/construction agencies; irregular or non availability of skilled or unskilled labour; delay in providing other essential services/permissions by the concerned authorities; and litigation, Acts of God, requisitioning, civil commotion and/or such other reasons beyond the control of BENGAL GREENFIELD.

In case of delay in giving possession by Bengal Greenfield Housing Development Company Limited other than the Force majeure or the reasons mentioned above, the allottee(s) are free to withdraw their names from the said booking or cancel the booking. Bengal Greenfield would refund the entire amount paid by the allottee (s) within 45 days of such cancellation notice given by the allottee(s). However, no cancellation fees would be deducted from the allottee(s) and Bengal Greenfield would return the amount paid by the allottee(s) with an additional amount @ of 18% per annum for the period of such delay.

12. Penalty for Delay in taking Possession

The allottee(s) shall be deemed to have taken possession of their respective apartment on the 15th (fifteenth) day of service of notice calling upon the allottees to take possession and such fifteenth day shall be deemed to be the date of possession, irrespective of the date when the allottee/s takes physical possession of their respective apartment. The allottee(s) shall be required to take possession of their respective apartment on or before the deemed date of possession after fulfilling all the terms and conditions failing which the allottee(s) shall be liable to pay guarding charges @ Rs 2,000 pm for the period between the deemed date of possession of the apartment and the date of taking over physical possession of the apartment by the allottee(s) over and above any other charges which may be payable.

13. Transfer of Apartments

The allottee(s) opting for transfer of their allotted apartment can transfer their respective apartment only after 1 (one) year from the date of their allotment letter after paying the applicable transfer charges.

14. Transfer Fee

No transfer or alienation of interest shall be permitted and recognized by BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LIMITED for conveyance except upon payment of a transfer fee @ 3% of the total price of the apartment and the car parking space as mentioned in the allotment letter or the sale value at the discretion of BENGAL GREENFIELD.

However, transfers made after BENGAL GREENFIELD has conveyed the apartments in favour of the allottee/s shall not be governed by these provisions.





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***** Service tax (if applicable) will be charged extra on cancellation charges / service charges against cancellation and Transfer Fee.**

15. Registration and Conveyance

The Transfer/Conveyance Deed of the apartment shall be executed and registered in favour of the allottee(s) after the apartment have been constructed, entire consideration together with all other dues and deposits, etc received, possession handed over to the allottee(s). The Deed of Transfer will be drafted by solicitors/advocates of BENGAL GREENFIELD and shall be in such form and contain such particulars as may be approved by BENGAL GREENFIELD. The allottee 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 the Deed of Transfer of their respective apartment.

16. Club ROYAL (HIG) – the recreation facility at Greenfield Elegance.

BENGAL GREENFIELD proposes to set up exclusive Resident's Clubs within the Complex as outlined in the brochure. The intended facilities of the Clubs as outlined in the brochure are tentative and may vary at the sole discretion of BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LIMITED.

Detailed terms and conditions of membership and rules and regulations governing use of club facilities will be formulated in due course and circulated to members before the club is made operational. All members will be required to abide by these rules and regulations.

As per normal practice of clubs in Kolkata, the facilities will be on a pay by use basis. The rate schedule etc., will be determined at the time of the opening of the club. All buyers would have to pay a Life Time Membership (non transferable) fee at the time of possession towards the club membership(Refer to Clause 17)

It is expected that the facilities at the club will be operational together with the completion of the project. The membership scheme is compulsory and shall create a right of use subject to payment of charges and observance of regulations. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of the assets of the club.

The membership scheme is for individuals only (i.e. no corporate membership). Facilities of the club can be availed by all residents of an apartment. Members may bring in guests on payment of guest fees as per club rules.

The above membership scheme is open only to HIG allottees of Greenfield *Elegance*. If the allottee is a body corporate, it will be required to nominate the occupier of the allotted apartment, who, for all purposes, will be treated as the member of the club.

In the event of sale/transfer of the apartment by the original allottee to another person, the membership of the original allottee [or occupier in case of allottee being other than individual(s)] shall stand automatically terminated and the new owner/occupier of the apartment shall have the option to apply afresh on the then prevailing terms and conditions and as per the rules and regulations for membership.





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17. Extra charges

- a) The Allottee/s of the HIG apartments will have to pay Rs.50.00 per sq. ft. as CLUB MEMBERSHIP fees payable as mentioned in the payment schedule which is also a part of the allotment letter.
- b) The Allottee/s of the HIG apartments will have to pay Rs.100.00 per sq. ft. as TRANSFORMER & GENERATOR Installation CHARGES payable as mentioned in the payment schedule which is also a part of the allotment letter.
- c) The allottee (s) of the HIG apartments will have to pay Rs.25000.00 (Rupees Twenty Five Thousand) only per flat against legal charges before the registration of their respective flats (stamp duty & registered charges are not included & are payable at the time of Conveyance)
- d) A Maintenance Deposit of Rs.3.00 per sq ft for 24 months (12 months deposit and 12 months adjustable) is payable by the allottee (s) against their respective apartments at the time of possession.
- e) The Charges for Maintenance Consumables and the Formation of Owner's Association will have to be borne by the Allottee(s) at actuals on a later date.

18. Common Areas and Facilities

A. Handing over

Associations under the West Bengal Apartment Ownership Act, 1972 will be created to take over the common areas and facilities of the respective towers and the maintenance and Management thereof and all the allottees shall have to become members of such Association. Further bodies comprising all such associations will be created for carrying out complex maintenance, full details of which shall be formulated by Bengal Greenfield Housing Development Company Limited in due course.

B. Interim Maintenance

Bengal Greenfield shall by itself or, through its nominee supervise the maintenance of the towers for a short period after handing over possession of apartments as it may not be practical to immediately transfer the maintenance responsibility. More importantly, the apartment owners will be new neighbours and will take some time to know one another. Bengal Greenfield will help in creation of the Maintenance Body and the Management Committee within a maximum time of 18 months of handing over possession. Bengal Greenfield will have the right to have one representative as a member of this committee for a period not exceeding 5 years from the "date of possession". This is to facilitate co-ordination as construction work on some parts of the complex will be going on. Detailed rules and regulations regarding the creation and operation of the Association will in due course be circulated to the apartment owners.

C. Maintenance Security Deposit

The allottee(s) of HIG flats have to pay a Maintenance Deposit @ Rs.3.00 per sq ft. for 24 months (12 months deposit & 12 months adjustable). This amount is to be paid at the time of possession or at the time of execution of transfer deeds.

This deposit will be transferred to the Association and / or the Management Committee after handing over complete possession. This security deposits to secure due payment and to ensure protection against default in payment of regular maintenance charges, which will be determined and formulated depending on the actual expenses.





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19. General

- A. It is understood that the applicant has applied for allotment of a residential apartment with full knowledge and subject to all the laws/notifications and rules applicable to this area in general, and group housing project in particular, which have been understood by him/her. It is further understood that the applicant has fully satisfied himself/herself about the interest and the title of BENGAL GREENFIELD in the said land on which the apartment will be/are being constructed.
- B. BENGAL GREENFIELD will not entertain any requests for modification in the internal layouts of the apartments and external facades of the tower.
- C. The layout plans and building plans, specifications of the building(s)/complex and the apartment are tentative and are subject to variation. BENGAL GREENFIELD may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, deem appropriate and fit or as may be directed by any competent authority. No complain regarding design, layout and accommodation shall be entertained.
- D. The expression allotment/agreement wherever used herein shall always mean provisional allotment and will remain so till such time a formal deed of transfer is executed and registered by Bengal Greenfield Housing Development Company Limited.
- E. After the date of possession of the apartment the allottee shall be liable to pay BENGAL GREENFIELD on demand all rates, taxes, levies, deposits including security deposits or assessments pertaining to the apartment and common areas proportionately.
- F. Complaints, if any, regarding specifications, fittings and fixtures, etc provided in the apartment will be required to be brought to the notice of BENGAL GREENFIELD within 15 days of taking over possession of the apartment. BENGAL GREENFIELD will not be responsible for any damage caused to the apartment on account of delay in taking over possession and in such event, at the allottees will have to take possession of the apartment on 'as is where is basis'.
- G. Water supply will be made available from deep tube wells as approved by Gropund Water Board The maintenance and the running cost of the deep tube wells would be borne by the Apartment Owners Association / cooperative after the handover of the possession of the flats.
- H. Arrangement for Disposal of the Sanitary, Sewerage through Sewerage Treatment Plant will be made to the nearest off-site facility as per the permission of the local authoritative body.
- I. Internal wiring for Electrification will be provided for each apartment. However, the allottee(s) will have to apply to WBSEDCL individually for obtaining supply of power and the meter for their respective apartment. The allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to WBSEDCL.
- J. The allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by BENGAL GREENFIELD within 15 days of being required in writing to do so by BENGAL GREENFIELD. Under the existing laws the stamp duty at the applicable rate is leviable on such agreement for sale. Such stamp duty shall be payable wholly and exclusively by the allottee(s).





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- K. All correspondence will be made with applicants at the address for correspondence on BENGAL GREENFIELD's record initially indicated in the Application Form, unless changed. Any change of address will have to be notified in writing to BENGAL GREENFIELD at its Registered Office and acknowledgement obtained for such change. In case there are joint allottees, all communication shall be sent by **BENGAL GREENFIELD** to the allottee whose name appears first and which shall for all purposes be considered as served on both allottees.
- L. The allottee of an apartment agrees to sign and execute all documents and agreement in the standard form as may be provided by BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LIMITED.
- M. Dispute(s), if any, shall be subject to the jurisdiction of courts of law at Kolkata or North 24 Parganas.
- O. BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LIMITED, however may, at its sole discretion, relax any of the conditions. It also reserves the right to reject any application without assigning any reason whatsoever.

Disclaimer

Bengal Greenfield and/or its affiliates, officers, directors, employees, agents, members 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 Greenfield and the applicant agrees to keep Bengal Greenfield and/or its affiliates, officers, directors, employees, agents, members, servants, saved, harmless and indemnified with regard thereto.

The members of the Club shall in the intermittent period take steps for formation of a BODY for taking over responsibility of management of the Club. BENGAL GREENFIELD shall assist the club members for setting up the requisite BODY for management of the Club.

I/We accept the above Terms and Conditions.

Signature of First / Sole Applicant

Signature of Joint Applicant

Dated:-

Place:

