



## General Terms & Conditions

### 1. Amar Bari - Shantiniketan

- a) Monihar Bungalow : 1480 sq ft. +40 sq.ft (Terrace)
- b) Nirala Deluxe Finish Bungalow : 1171 sq.ft + 109 sq.ft ( Terrace)
- c) Nirala Standard Finish Bungalow : 1151 sq.ft + 107 sq.ft ( Terrace)
- e) Niladri Individual / Twin Bungalow : 778 Sq.ft.

### 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 upto two persons only is permitted. Applicants should be members of 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 grandfather was an Indian citizen by virtue of the Constitution of India or Indian Citizenship Act 1955. Citizens of Pakistan, Bangladesh, Afghanistan, Bhutan, Nepal and Sri Lanka shall be deemed to be not of Indian origin.)

B. Other Entity (ies), is a Body Corporate incorporate 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 LIMITED (herein after referred to as BENGAL GREENFIELD) of the applicants' ability to arrange and/or pay for the price of the said bungalow. This however will be required only at the time of allotment.

D. BENGAL GREENFIELD, however at its discretion can relax any of the condition as mentioned herein above without assigning any reason.

### 3. Application Procedure

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

#### **4. Allotment Process**

Bengal Greenfield is committed to a fair, transparent and equitable method for allotment of the of the bungalows.

#### **5. Scrutiny, Rejection and Refunds**

Application 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 installment paid till the date, will be refunded after deduction of applicable service charges 5% of the sale value of the total bungalows.

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.

#### **6. 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.

##### **B. After Allotment**

Applicants are free to withdraw their applications and cancel their booking at any time even after issue of allotment letter but before the possession of bungalows is made over. Total deposit or installments paid by the allottee will be refunded without any interest and after deduction of a service charges of 5% of the total sale price of the bungalows . All such refunds to Non-Resident Indians (NRI)/foreign citizens of Indian origin shall however be made in Indian rupees.

#### **7. 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 60 days of the allotment. The discount for down payment scheme will be decreasing after three months from the start of the allotment process..

##### **B. Under Installment Payment Plan**

Under this plan ,the price indicated in the Payment Schedule under installment Payment Plan is firm and non-escalable .This Plan requires payment of allotment money and respective installments as indicated in the said Schedule.

##### **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.

## **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 bungalows and/or any other payments under GENERAL TERMS & CONDITIONS.

Payment of allotment money is required to be made within 45 days for Installment & 60 days for Downpayment of the date of 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) for 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 month of delay from the respective due dates.

Delay in payment of installments and all other dues beyond 2 (two) months from the respective due dates shall not be condoned. In case of such delay the allotment may stand cancelled and BENGAL GREENFIELD shall deduct service charge of 5% of the total sale price of the bungalows. In case of such cancellation, the allottees shall have no right and/or lieu on the apartment. Total deposit or installments paid by the allottee will be refunded without any interest and after deduction of the said service charge.

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

## **9 . Reserved quota in bungalows**

15% of the total units are reserved, which will be disposed off at the sole discretion of BENGAL GREENFIELD.

## **10. Possession**

BENGAL GREENFIELD shall endeavour to give possession of the bungalows in phases. The first phase would be given possession within 30(Thirty) months from December 2006. The next phases would be delivered subsequently. However, if BENGAL GREENFIELD fails to deliver (except due to force majeure) within the said months from the above date, the allottee will be paid compensation subject to Force Majeure clauses.

Force majeure shall, inter-alia, include non-availability or irregular availability of essential inputs, strike by contractor/construction agencies employed/to be employed, litigation, acts of God or such other reasons beyond the control of BENGAL GREENFIELD.

## **11. Compensation for Delay in Possession**

A. If BENGAL GREENFIELD fails to deliver possession of the bungalows to the allottees within the stipulated time (subject to force majeure as stated herein above), then it shall pay compensation to the allottee for each bungalows effective from the scheduled date of completion as per the following schedule, till the actual handing over of the bungalows.

<b>Group</b>	<b>Rs per month</b>
Individual bungalows	Rs.3,000
Premium Individual bungalows	Rs.4,000

B. The allottee(s) shall be deemed to have taken possession of their respective bungalows 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 takes physical possession of their respective bungalows. The allottee(s) shall be required to take possession of their respective bungalows 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 @ Rs2,000 pm for the period between the deemed date of possession of the bungalows and the date of taking over physical possession of the bungalows by the allottee(s) , over and above any other charges which may be payable.

## **12. Transfer of bungalows**

The allottee(s) opting for payment under Instalment Payment Plan shall not be normally eligible to alienate and/or transfer their interests in the allotted bungalows in full or in part until full payment of all installments and interests thereon, if any, is made to BENGAL GREENFIELD except in deserving cases, solely at the discretion of BENGAL GREENFIELD. However, transfer/alienation would be permitted in case full payment has been made by the allottee.

## **13. Transfer Fee**

No transfer or alienation of interest shall be permitted and recognized by BENGAL GREENFIELD for conveyance except upon payment of a transfer fee @ 3% of the consideration to be received by the allottee for such transfer or the total sale price of the bungalows as charged by BENGAL GREENFIELD, whichever is higher.

Transfers made after BENGAL GREENFIELD has conveyed the bungalows in favour of the allottee shall not be governed by these provisions.

## **14. Registration and Conveyance**

The Transfer/Conveyance Deed of the bungalows shall be executed and registered in favour of the allottee(s) after the bungalows have been constructed, entire consideration together with all other dues and deposits, etc received, possession handed over to the allottee(s) and after handing over of the maintenance responsibility to an appropriate body to be formed for maintenance of the common areas and facilities, 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 bungalows. Each allottee will also be required to pay to BENGAL GREENFIELD documentation charges @ 1 % of total sale price of the bungalows.

## **15. Hoi Choi (The Residents Club) - the Recreation Facility at Aamar Bari.**

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

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 fee at the time of possession towards the club membership.

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 a bungalows. Members may bring in guests on payment of guest fees as per club rules.

The above membership scheme is open only to allottees of Aamar Bari.

In the event of sale/transfer of the bungalow 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 bungalows shall have the option to apply afresh on the then prevailing terms and conditions and as per the rules and regulations for membership.

## **16.Extra charges**

Additional expenses on account of formation of association, electricity connection, legal charges, generator charges and any additional facility would be charged extra as per actuals on a later date.

## **17.Common Areas and Facilities**

### **A.Handing over**

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

### **B. Interim Maintenance**

Bengal Greenfield will supervise the maintenance of the entire complex for the next five years after possession. Interim Maintenance covers the following areas:

- a. maintenance of over all landscaping ,
- b. maintenance of common areas and electricity,
- c. maintenance of Dairy and Poultry,
- d. provision of security and maintenance of generator backup,
- e, painting of all external walls of all Bungalows once in 5 years,
- f. sweeper and cleaning charges of all common areas.

### **Maintenance Charges for 5 years to be deposited at the time of possession:**

**Individual Bungalows: Rs.1,25,000/**

## 18. General

A. It is understood that the applicant has applied for allotment of a residential bungalows 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 bungalows will be/are being constructed.

B. BENGAL GREENFIELD will not entertain any requests for modification in the internal layouts of the bungalows and external facades of the tower.

C. The layout plans and building plans, specifications of the building(s)/complex and the bungalows 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 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 in favour of the allottees for their respective bungalows.

E. After the date of possession of the bungalows the allottee shall be liable to pay BENGAL GREENFIELD on demand all rates, taxes, levies, deposits including security deposits or assessments pertaining to the bungalows and common areas proportionately.

F. Complaints, if any, regarding specifications, fittings and fixtures, etc provided in the bungalows will be required to be brought to the notice of BENGAL GREENFIELD within 15 days of taking over possession of the bungalows. -BENGAL GREENFIELD will not be responsible for any damage caused to the bungalows on account of delay in taking over possession and in such event, at the allottees will have to take possession of the bungalows on 'as is where is' basis.

G. Water supply: Local Government Authority/ Deep tubewell

H. Arrangement for Disposal of the Sanitary, Sewerage and Storm water:- Local Government Authority

I. Internal wiring for Electrification will be provided for each bungalows. However, the allottee(s) will have to apply to WBSEB individually for obtaining supply of power and the meter for their respective. The allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to WBSEB.

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).

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

L. The applicants must quote the application number as printed in the acknowledged Pay-in-Slip and/or on allotment, their bungalows number as indicated in the allotment letter, in all future correspondence.

M. The applicant shall not be entitled to get the name of his/her nominee(s) substituted in his/her place.

N. 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.

O. The allottee of an bungalows agrees to sign and execute all documents and agreement in the standard form as may be provided by BENGAL GREENFIELD.

P. Dispute(s), if any, shall be subject to the jurisdiction of courts of law at Kolkata only.

Q. BENGAL GREENFIELD, however may, at its sole discretion, relax any of the condition, 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 accept the above Terms and Conditions.

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Signature of First / Sole Applicant

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Signature of Joint Applicant

Place :

Date :