

Standard Terms and Conditions for Classic

GREENFIELD CITY PROJECT LLP COMMITMENTS

- Allotment within 60 days from the date of Lottery.
- Allotment through a totally transparent process.
- Refund of deposits to unsuccessful applicants.
- Delivery by the committed date. Compensation in case of delay.

GREENFIELD CITY my own city

Block D Type Buildings

Developed by

GREENFIELD CITY PROJECT LLP

Registered Office Mouza – Parui, J.L No 3 and Mouza – Chakjotshibrampur, J.L. No. 25, Holding No – E3-398, Ward No.14 (New) Behala, P.S. Maheshtala, Maheshtala Municipality, Kolkata 700 141.

A Limited Liability Partnership between

BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LIMITED, (BGHDC)

A Joint sector Company with West Bengal Housing Board having its Registered Office at Hi Tech Chambers, 7th Floor, 84/1B, Topsia Road, (South), Kolkata 700 046.
AND

SRIJAN REALTY LIMITED (SRL)

A Company registered under the Companies Act, 1956 having its Registered Office at 36/1A, Elgin Road, Kolkata 700 020 by virtue of an Agreement dated 25th September 2006 between BGHDC and SRL.



I. Project Details

Name: GREENFIELD CITY

Developer/Builder: GREENFIELD CITY PROJECT LLP

Registered Office: Mouza – Parui, J.L No. 3 and Mouza – Chakjotshibrampur, J.L. No. 25, Holding No. E3-398, Ward No. 14 (New) Behala, P.S. Maheshtala, Maheshtala Municipality, Kolkata 700 141.

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AND

SRIJAN REALTY LIMITED (SRL)

A Company registered under the Companies Act, 1956 having its Registered Office at 36/1A, Elgin Road, Kolkata 700 020.

by virtue of a Partnership Deed dated 16.01.2010 between BGHDC and SRL.

As per the present plan the City shall consist of 96 Towers/Blocks of Buildings as stated hereunder

Sl.No.	Block type	Category	No.of towers	Height of the building
1	BLOCK-A	ELITE (HIG)	15	G+11
2	BLOCK-B	ELITE (HIG)	10	G+11
3	BLOCK-C	CLASSIC (MIG)	6	G+11
4	BLOCK-D	CLASSIC (MIG)	47	G+4
5	BLOCK-E	COMFORT (LIG)	12	4 STORIED (G+3)
6	BLOCK-F	ELITE (HIG)	6	G+11

The above Project may be changed and varied as per the decision of Builder.

STC is relating to the Application and allotment of Flats in Building Block D in Greenfield City at Behala, Kolkata at present out of the above CLASSIC Building Blocks, 8 Towers of D type (G+4 storeys) each with Eight 2 Bed Room Flats and Sixteen 3 Bed Room Flats being Tower Nos 77 to 84 are now being offered for allotment as follows:

		BLOCK-D
Total number of flats offered	...	192

Segments

The Complex shall have 4 independent segments, viz (i) Residential with two Clubs (ii) Shopping/Commercial (iii) Provision for School with Creche and (iv) Provision for Health Care Clinic which may be changed and varied as per the decision of Builder.

2. Who Can Apply?

- A. A person of the age of majority (in case of minor represented by legal guardian) and an Indian citizen resident in India, whose gross monthly income does not exceed Rs. 40,000/- (Rupees forty thousand only) per month.

To be eligible, the applicants must enclose the following documentary evidence of his/her income:

- i) For those employed: Copy of the latest Salary Certificate duly stamped and signed by the employer.

- ii) For self-employed who are Income Tax payers: documentary evidence of the gross income along with Income-tax return for Financial Year 2010-11.
- iii) For self-employed non-income taxpayer applicant(s): Certificate of income from the head of the Local Government Authority or its Chief Executive Officer.
- iv) For pension holders: Pension certificate from the employer.
In determining the Gross Monthly Income of the applicant(s), the decision of Builder shall be final and binding.
- C. Joint application by upto two persons only is permitted.
- D. Only one application per applicant(s) will be entertained.
- E. Builder, however, at their discretion can relax any of the conditions as mentioned herein above without assigning any reason.

3. Application Procedure

- A. A person intending to acquire an flat will have to apply in the prescribed **APPLICATION FORM** contained in the Brochure.
- B. The completed **APPLICATION FORM** is to be submitted together with an At Par/ Local cheque, Bank Draft or a Pay Order drawn in favour of “**Greenfield City Project LLP Escrow A/c**” payable at Kolkata for the amount of application money as shown in the **PROVISIONAL PRICE & PAYMENT SCHEDULE** hereafter.
- C. The completed **APPLICATION FORM** duly filled and signed by the applicant(s) along with the At Par/ Local Cheque, Bank Draft/ Pay Order, the Pay-in-Slip contained in the Application Kit for the purpose and documentary evidence of gross annual income should be submitted at any of the following offices on or before 15th January, 2012 between 10 A.M and 6 P.M. The Builder however reserve the right to close the offer of sale at any time without assigning any reason whatsoever:
 - 1) Srijan Realty Ltd, 36/1A Elgin Road, Kolkata 700 020.
 - 2) Project Site Office at Greenfield City, Mouza Parui, J.L No 3, and Mouza Chakjotshibrampur, J. L. No. 25, Holding No E3-398, Behala, P.S. Maheshtala, Maheshtala Municipality, Kolkata 700 141.
- i) The Builder will acknowledge receipt of the bank draft/pay order by signing and returning the applicant's copy of such Pay-In-Slip.
- ii) The receipted counterfoil of the Pay-In-Slip may be treated as acknowledgement of the receipt of application money as well as the Application Form.
- iii) There will be no other acknowledgement.

Outstation applicants, desiring to send filled in applications by post, may do so but only to the Builder's office. The Builder will send the Applicant's Copy of the Pay-In-Slip by registered post. Otherwise, one may mail the Application Form to his/her relative/friend/associate in Kolkata, who can deposit the same in person at any of the Offices of the Builder and collect the Pay-In-Slip.

4. Allotment Procedure

- A. The flats will be allotted based on draw of lots to be held for the purpose within 60 days from the last date of receipt of applications. The detailed procedure of the said draw of lots will be intimated in due course.
- B. Preference for any particular flat/floor/block will not be entertained.
- C. The expression 'Allotment' wherever used shall mean provisional allotment and will remain so till such time a formal deed of transfer is executed and registered by the Builder in favour of the Allottees.
- D. Allotment is subject to payment of the stipulated amount and subsequent confirmation by Builder.
- E. Builder reserve the right to dispose off the flats of any category remaining unallotted after the lottery as they deem fit at provisional Prices which will be subject to revision.
- F. The Allottees opting for transfer of their allotted flats can transfer their respective flat only after 1 (one) year from the date of their Provisional allotment after paying applicable transfer fees.
- G. As Car Parking Spaces are integral amenities to the flats, Allottees shall not be entitled to transfer and/or deal with the same independent of the Flat.

5. Scrutiny, Rejection and Refunds

- A. Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance and/or relevant documentary evidence will be liable to be rejected. Applications containing information known to the applicant as false are liable to be summarily rejected and application/booking shall stand cancelled whenever so detected at any point of time even if allotment has been made. Upon such cancellation, the installments paid will be refunded after deduction of applicable service charges.
- B. Application money received from the applicant who is unsuccessful in the draw of lots will be refunded without interest. Such Cheque for refund shall be dispatched within 30 days from the date of the draw of lots, by registered post to the address for correspondence given in the Application Form.

6. Withdrawal of Application/Cancellation of Booking

- A. **Before Allotment:** Applicants may withdraw application money before the draw of lots for allotment and may get refund of the application money without any interest but subject to a deduction of a service charge of Rs. 10,000/- of the application money within one month of receipt of such request from the Applicant in writing.
- B. **After Allotment:** Applicants are free to withdraw their applications/allotment and cancel their booking at any time even after being successful in the draw of lots and getting allotment, but before the possession of flats is made over after deduction of a service charge of 15% of the total consideration of the flat and car parking (if any). Such refund will be made after selling the Flat to the new Allottee.

7. Provisional Price & Payment Schedule

The provisional sale price indicated in the Brochure is applicable strictly to those who apply and get the allotment on the basis of first advertisement made and lottery held accordingly. For any allotment made afterwards for whatsoever reason, the sale price may not remain the same and the price as approved by the Builder will be applied.

Provisional Price as mentioned hereunder is determined on the basis of estimates. Final price may escalate maximum upto 10% depending upon the increase in cost of construction and other charges. In that case the escalated amount have to be paid alongwith final instalments or before handing over possession as the case may be.

- A. **Under Down Payment Plan:** Under Down Payment Plan the Provisional Price of the Unit will be **Rs 1575/- (Rupees one thousand five hundred seventy five only)** per sq. ft. of the Super Built-up/ Saleable area of the Unit and payable as provided in **PAYMENT SCHEDULE** under Down Payment Plan in **Annexure-A**. This Plan requires 100% payment of the price within 15 days of issue of the Provisional Allotment Letter.
- B. **Under Installment Payment Plan:** Under Instalment Payment Plan the Provisional Price of the Unit will increase by **Rs 100/- (Rupees one hundred only)** per sq. ft. over the 'Down Payment' provisional price payable as provided in **PAYMENT SCHEDULE** under Instalment Payment Plan in **Annexure-B**. This Plan requires payment of Provisional Allotment money within 15 days of the issue of the Provisional Allotment Letter and respective installments as indicated in the payment schedule within 15 days of the issue of the Demand notices.

8. Car Parking spaces

- a) A limited number of open and covered parking spaces are proposed. The applicants are required to indicate their requirement of parking space in the application form.
- b) The provisional price for each Covered car park is Rs.2,75,000/- (Rupees two lacs seventy five thousand only), Semi Covered is Rs. 2,25,000/- (Rupees two lacs twenty five thousand only) and each Open/Stack Covered Car Parking space is Rs. 1,75,000/- (Rupees one lac seventy five thousand only) - respectively.
- c) In case the applications for allotment of parking space are more than the available number of parking spaces, the allotment will be made through a draw of lots.

9. Extra Charges & Deposits

Other than the provisional Price of the Flat/Unit the Allottees will be required to pay Extra charges and Deposits as per the details contained in **Annexure-C** hereunder.

10. Delay in Payment of Installments/or Other dues

It shall be incumbent on the allottee(s) to comply with the terms of payment in respect of the flat, car parking and/or two wheeler parking space and any other sums payable under the terms herein. In case payment is delayed, the allottee(s) shall have to pay interest on the amount due @ 18% per annum upto 60 days of delay from the respective due dates. Delay in payment of installments and all other dues beyond 60 days from the respective due dates shall not be condoned. In case of such delay, the allotment may be cancelled. In case of such cancellation Builder shall deduct applicable service charge and the allottees shall have no right and or lien on the flat. Total deposit or installments paid by the allottee will be refunded without any interest and after deduction of the applicable service charge.

11. Possession

Builder shall endeavour to give possession of the flat(s) to the allottee(s) within 31st December, 2014 plus a further grace period of 6(six) months. However, if the Builder fails to give the delivery by the committed time period (except due to force majeure), the allottee(s) will be paid compensation as mentioned hereinafter. Force majeure shall, inter alia include non-availability or irregular availability of essential inputs, strike by contractors/construction agencies employed/to be employed, litigation, acts of God or such other reasons beyond the control of Builder.

12. Compensation for Delay in Possession

- A. If Builder fails to deliver possession of the flats to the allottees within the stipulated time (subject to force majeure as stated herein above), it shall pay compensation to the allottees for each flat effective from the schedule date of completion, till the actual handing over of the flat @ Rs.2/- per sq.ft of the Super Built-up area/Chargeable area per month.
- B. The allottee(s) shall be deemed to have taken possession of their respective flats on the 15th day of service of notice by Builder calling upon the allottee(s) to take possession and such 15th day shall be deemed to be the 'date of possession' irrespective of the date when the allottee(s) take physical possession of their respective flats. The allottee(s) shall be required to take possession of their respective flat(s) on the 'date of possession' after complying with the terms and conditions.

13. Nomination of Flats

The allottee(s) opting for payment under Installment Payment Plan shall not be normally eligible to alienate and/or nominate (in full or in part) their interests in the allotted flats until full payment of all installments and interest due thereon, if any, is made to Builder except in deserving cases solely at the discretion of Builder. However, transfer/alienation would be permitted in case full payment has been made by the allottee after payment of Nomination Fees. However, no nomination will be permitted within one year from the date of provisional allotment.

14. Nomination Fee

No alienation of interest of any nature whatsoever shall be permitted and recognized by Builder for the purpose of any Deed of Transfer except upon payment of a nomination fee amounting to Rs. 25,000/- (Rupees twenty five thousand only).

Transfers made after Builder have transferred/conveyed the flat(s) in favour of the allottee(s) shall not be governed by these provisions.

15. Documentation

- A. The allottees of the flats will have to form a registered Flat Owners' Association under the provision of the West Bengal Apartment Ownership Act 1972 and its subsequent amendments from time to time, for taking over charge of the management and maintenance of common areas and facilities of individual blocks. Such an association is to be formed (only with prior permission of the Holding Organisation . The association will frame by-laws for management and maintenance of the above mentioned common areas and facilities, under the aforesaid act and subsequent amendments from time to time and the same shall be binding upon all the allottees.
- B. The Deed of Transfer of all the flats within the complex shall be executed and registered by Builder after completion of the Flats and receipt of full consideration and all other dues from the respective Allottee subject to Allottees taking possession of the Flat The deed of transfer will be drafted by the Solicitors/Advocates of Builder and shall be in such form and contain such particulars as may be approved by Builder.

16. Common Areas and Facilities

Till such time the maintenance and management of the common areas and facilities is handed over to the Apartment Owners' Association, the same shall be undertaken by Builder on payment of such maintenance and other charges, as may be decided by Builder and also in terms of the Rules to be framed by Builder.

17. General

- A. It is understood that the applicant has applied for allotment of a residential flat 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 Builder in the said land on which the flats will be/are being constructed.
- B. The layout and building plans, specifications of the building(s)/complex and the flat(s) are tentative and are subject to variation. Builder may effect such variations, additions, alterations, deletions and/or modifications therein as they may, at their sole discretion deem appropriate and fit or as may be directed by any competent authority. The provisional Price of the flat/Unit changing on account of any increase or decrease in the /Chargeable area of the flat/Unit shall be payable or refundable without interest at the rate per sq. ft as mentioned in the allotment letter.
- C. Complaints, if any, regarding specifications, fittings and fixtures, etc., provided in the flats will be required to be brought to the notice of Builder within 15 days of taking over possession of the flat. Builder will not be responsible for any damage caused to the flats on account of delay in taking over possession and in such event, the allottees will have to take possession of the flats on "as is where is" basis.
- D. Water supply will be made available from deep tube wells till such time the local authority Water Supply Scheme is developed. After handing over of the common areas and facilities of the project, the concerned association shall make necessary correspondence with the concerned Local Authority for getting water supply connection from the Local Authority Water Supply Scheme as and when developed.
- E. Arrangement for disposal of the sanitary, sewerage and storm water will be made to the nearest off-sight facility as per the permission granted by local authority.
- F. Internal wiring for electrification will be provided for each flat. However, the allottee(s) will have to apply to CESC Ltd. individually for obtaining supply of power and the meter for their respective flats. The allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to CESC Ltd.
- G. The allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by Builder within 15 days of being required in writing to do so by Builder. 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).
- H. The applicant shall not be entitled to get the name of his/her nominee(s) substituted in his/her place.
- I. After delivery of possession of the flat as stated in clause 11 hereinabove, the allottee shall be liable to pay to Builder on demand all rates, taxes, levies, deposits pertaining to the flat wholly and common areas proportionately.
- J. Application in the prescribed form as contained in the brochure is subject to STC 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.
- K. All correspondence will be made with applicants at the address for correspondence on Builder's record initially indicated in the application form, unless changed. Any change of address will have to be notified in writing to Builder at its Registered Office and acknowledgement obtained for such change. In case there are joint allottees, all communication shall be sent by Builder to the allottee whose name appears first and which shall for all purposes be considered as served on both the allottees.
- L. The applicants must quote the application number as printed in the acknowledged Pay-in-Slip and/or CIN (on allotment) and their flat number as indicated in the allotment letter, in all future correspondence.
- M. The allottee of a flat agrees to sign and execute all documents and agreement in the standard form as may be provided by Builder.
- N. Super Built-up area/ Saleable area is the aggregate of the Built-up area and percentage share of the constructed common area.
- O. Dispute(s), if any, shall be subject to the jurisdiction of courts of law at Kolkata only.
- P. Builder, however, may at their sole discretion, relax any of the conditions. They also reserve the right to reject any application without assigning any reason whatsoever.

ANNEXURE 'A'**Payment schedule under down payment plan**

On application	5%
On allotment	95%

ANNEXURE 'B'**Payment schedule under installment payment plan
Provisional price of the flats**

Flat type	Built-up area of Flats	Super Built-up/ Chargeable area of Flats	Price per sq.ft. under Down Payment	Price per sq.ft under Installment Plan
A , F	723	893	Rs 1575	Rs 1675
C, D	725	895	Rs 1575	Rs 1675
B, E	627	774	Rs 1575	Rs 1675

Cost of Car/two wheeler Parking Space shall be payable alongwith the cost of the Flat/Unit and Extra Charges and Deposits shall be payable as stated in Annexure-'C' below.

On application	5%
On allotment	15%
On completion of foundation	10%
On completion of 1 st floor casting	10%
On completion of 2 nd floor casting	10%
On completion of 3 rd floor casting	10%
On completion of 4 th floor casting	10%
On completion of brick work of the unit	10%
On completion of internal plastering of brick work of the unit	10%
On completion of the unit	5%
On possession	5%

ANNEXURE 'C'**(Deposits & Extra charges)**

	FACILITIES	
A.	EXTRA CHARGES	
1.	Club	Rs. 50,000 for 2 B/R & Rs 75000 for 3 B/R
2.	Generator	Rs. 30/- per sq. ft
3.	Transformer & Electricity Expenses	Rs. 40/- per sq. ft
4.	Legal Charges incl formation of association)	Rs. 10,000/-
5.	Intercom	Rs. 3,000/-
B.	DEPOSITS	
6.	Stamp Duty and Registration Fee and incidental expenses/Service Tax	As Applicable
7.	Maintenance Expenses	At actual presently estimated at approx Rs. 1/- per Sq. Ft. per month actuals
8.	Guarding Charges	Rs. 2,500/- per month or part thereof, for the period between the deemed date of possession of his allotted Flat Unit and the date of taking over actual physical possession.
9.	Electricity Deposit	As Applicable to CESC
10.	Maintenance Deposit	Equivalent to 2 years maintenance fund at the time of possession (12 month adjustable and 12 month as deposit)

1. 0.75 (Zero decimal seven five) KVA power back-up will be provided for 2 Bed Room Flats and 1 (One) KVA Power back-up will be provided for 3 Bed Room Flats.
2. Item Nos 1, 2, 3 & 5 will be paid in four installments as follows:
 - (i) 25% on Allotment
 - (ii) 25% on 2nd floor casting
 - (iii) 25% on brick work of the unit
 - (iv) 25% on possessionItem No. 4 will be paid @ 50% on allotment and 50% on possession.
Item No. 6 and 10 will be paid at the time of possession.

Disclaimer

Builder and their 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 document, delay in postal services and any other eventualities beyond the control of Builder and the Applicant agrees to keep Builder and/or their Officers, Directors, Employees, Agents, Members, Servants saved, harmless and indemnified with regard thereto.

I accept the above Terms and Conditions.

Signature of First/Sole Applicant

Dated:

Place:

Signature of Joint Applicant
