

## Annexure

1. Paid Booking amount of 1lakh Rupees to Greenfield for Plush 4B unit on **11<sup>th</sup> May 2016**. Please refer below **Annexure A** section for Payment Money receipt copy for the reference
2. Issued **1<sup>st</sup> Demand notice** for 20% of Flat amount by Greenfield for Plush 4B unit on **19<sup>th</sup> May 2016**. Please refer below **Annexure B** section for 1<sup>st</sup> demand notice copy for the reference
3. **Paid all the demand** issued by Greenfield for Plush 4B unit in spite of being out of country and communication challenges and SBI Home Loan department has verified the work progress before disbursement of requested loan amount every time to Greenfield as we have applied Home Loan with SBI Bank . The penultimate demand notice for **11<sup>th</sup> Floor Casting** was issued on **February 2018** and was paid thereafter. Please refer below **Annexure C** section for Payment Money receipt copy for the reference
4. Furthermore, on **31<sup>st</sup> December 2019**, SBI (Issuer of the Home loan against this property), sent me a **registered notice** indicating that they will be **charging additional 2%** on my home loan as the **loan is deemed unsecured as per their guidelines**. I hence again **contacted Greenfield on 9<sup>th</sup> January 2020** via designated representative through email (in addition to registered letter sent on 19<sup>th</sup> December 2019) about my concerns over incompleteness of the work and due penalty for the delay in handover and requested a date by which they can complete the work for the apartment and all related committed amenities. I also mentioned that a penalty is already due and Greenfield needs to discuss the same with me. However till date I have not received any response of this. I also stated in my email clearly that, based on the timeframe provided by Greenfield, I will then be in a position to negotiate with bank to delay any additional charges. Bank has further issued notices to me (last one dated 6<sup>th</sup> Nov 2020), indicating that unless attended the loan will positively be **charged additional 2% post 30<sup>th</sup> Nov 2020**. Please refer below **Annexure D & Annexure E** section for the Copies of SBI Bank Notice for Title Deed & Email Communication to Greenfield for the reference
5. Having said above, I was then issued **Final** demand notice on **16<sup>th</sup> September 2020** which was uncalled for. Copies of Demand notice are attached for reference and I didn't receive any communications from Greenfield on project completion status / progress in between **9<sup>th</sup> January 2019** and **1<sup>4th</sup> December 2020** except the above said Demand notice. Please refer below **Annexure F** section for the Copy of Final Possession Demand notice for reference
6. An email communication to Greenfield was sent on **27<sup>th</sup> November 2019** on **completion of Flat & Possession** but didn't receive any response. Please refer below **Annexure G** section for Email communication copy for the reference
7. Sent a **Registered letter** by Indian Postal service to Greenfield with our concern on completion of Flat & Possession along with other issues on **19<sup>th</sup> December 2019** but didn't receive any reply from Greenfield. Please refer below **Annexure H** section for the copy of Registered letter and proof of Registered letter for the reference
8. As per **section 11. Possession** mentioned under **General Terms & Condition** which is attached with **Allotment Letter issued by Greenfield**, should hand over the Complete Flat along with all the amenities by 42 months (36 Months from the Allotment letter issue date + 6 months grace period). Please refer below **Annexure I** section for the snap shot of 1<sup>st</sup> page of Allotment letter & Section 11 of general terms and conditions for the reference

In our case, entire 42 months completed by 20<sup>th</sup> November 2019. Greenfield should pay penalties for delaying the Possession and not hand over the flat by the said timeline as per allotment agreement letter

**Annexure – A (Money receipt of Booking Amount)**

*Duplicate*

**Bengal Greenfield Housing Development Company Limited**  
 Hi-Tech Chambers, 7<sup>th</sup> Floor,  
 84/1B, Topsia Road (S), Kolkata – 700 046

**CUSTOMER COPY**

**RECEIPT**

Received with thanks from  
 First Allottee : Ms. Diti Chakrabarti  
 CG-14, Sector - 2, Salt Lake,  
 Kolkata - 700 091

Receipt No. : 01164BPLUSH  
 Dated : 16.05.2016  
 Application No. : PLUSH 4B  
 Service Tax (no. : AABC9549DST001

Allottee(s) :  
 Payment in respect of Flat No.4B, PLUSH, in Greenfield Elegance, at Gouranganagar, J.L.no. 23,  
 Mouza: Ghuni, Rajahat, Jangra-Hatiara, Dist. - 24 Parganas (N), WB vide cheque-no. 000005 dated  
 11.05.2016 drawn on HDFC Bank.


Description	Amount (Rs.)
Application Money (excluding Service Tax and Cess)	100000.00

**Rupees One Lakh only**

• Receipt is valid subject to realization of cheque.  
 • Acceptance of this payment won't guarantee transfer of ownership of flat till final payment is received.

Prepared by: Sanjukta Nag

Authorized Signatory: *[Signature]*

Stamp: 

## Annexure – B (1st Demand Notice)



### Bengal Greenfield Housing Development Company Ltd.

A Joint Sector Company with West Bengal Housing Board

DEMAND NOTICE

Ref: BGF/PLUS/4B/Dem/AL/1/2016

19.05.2016

Ms. Diti Chakrabarti

CG-14, Sector – 2, Salt Lake,

Kolkata – 700 091

Sub: Demand Letter for payment against the Apartment of 4B, PLUS/4 4th floor, in Greenfield Elegance, at Gauranagar, T.T. No. 23, Moosa-Ghosi, Jangra, Haringra, Rajarhat, Kolkata.

Dear Madam & Sirs,

As per the payment schedule provided to you along with the Allotment Letter, you are required to pay the following amount within 45 (Forty Five) days from the date of issue of this letter. This may kindly be treated as a Demand letter for payment of 20% of the total cost as Allotment Money (less Rs.100000.00) along with the Service Tax and Swachh Bharat Cess (after deducting 1% TDS at your end on the Allotment Money and Application Money) as stated herein under:

Particulars	Amount (Rs.)
Allotment Money	1,131,725.00
Service Tax @4.2% on base rate & car park on the Application + Allotment Amount & 1% on PLC less amount paid against the same	53,935.98
Swachh Bharat cess @ .15% on base rate & car park on the Application + Allotment Amount & .5% on PLC less amount paid against the same.	1,926.28
Total Due	1,187,587.26
Less 1% TDS on Allotment money + Application Money	12,317.25
Total Payable amount	1175270.00

(Rupees Eleven Lakh Seventy Five Thousand Two Hundred and Seventy only).

Kindly arrange to pay the above amount within the stipulated date.

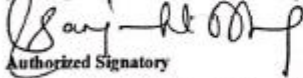
\*\*\*\*Also provide us with the TDS certificate after depositing the same within 30 days of payment.

\*\*\*\* Our PAN no. is AABCB9549D

Thanking You,

Yours faithfully,

for Bengal Greenfield Housing Development Co Ltd.

  
Authorized Signatory

n.b: You may contact the undersigned (Mobile : 9883089001) in case of any query.

Hi-Tech Chambers, 4th & 7th Floor, 84/1B, Topsia Road (South), Kolkata - 700 046

Tel : 91-33-40429600/40429601 Fax : 40429620

Email : bgf@greenfieldrealestates.com, Visit us at : www.greenfieldrealestates.com

**Annexure – C (Money receipt of 11<sup>th</sup> Floor Roof Casting)**

**Bengal Greenfield Housing Development Company Limited**  
 Hi-Tech Chambers, 7<sup>th</sup> Floor,  
 84/1B, Topala Road (S),  
 Kolkata – 700 046

CUSTOMER COPY

**RECEIPT**

Received with thanks from  
 First Allottee : Ms. Dini Chakrabarti  
 CG/14, Sector - 2, Salt Lake,  
 Kolkata – 700 091

Receipt No. : 08184BPLUSH  
 Dated : 02.07.2018  
 Application No. : PLUSH 4B  
 GSTIN no. : 19AABCB9549DIZJ

Allottee(s)  
 Payment in respect of Flat No. 4B, PLUSH, in Greenfield Elegance, at Gouranganagar, J.L.no. 23,  
 Mouza, Choni, Rajarhat, Jangra-Hatiara, Dist. – 24 Parganas (N), WB vide SBI/218102906801 dated  
 19.04.2018 drawn on HDFC Bank

Description	Amount (Rs.)
Installment Amount + CGST + SGST @ 6% and 9%	653489.00
Less TDS Less GST Benefit @ 5%	

Rupees Six Lakh Fifty Three Thousand Four Hundred and Eighty Nine only

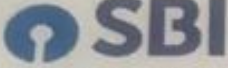
\* Receipt is valid subject to realization of cheque.  
 \* Acceptance of this payment won't guarantee transfer of ownership of flat till final payment is received.

Prepared by  
 Sanjukta Nag

  
  
 Authorized Signatory



**Annexure – D (SBI Bank Notice for Title Deed)**

 **SBI**  
MEMO NO./RACPC/RAJ/2019-20/ 6/7799

ভারতীয় স্টেট ব্যাঙ্ক  
भारतीय स्टेट बैंक  
STATE BANK OF INDIA

Date : 30/12/2019

TO,  
DITI CHAKRABARTI  
C/O SANTHANU GHOSH  
CG 14, SECTOR-2, SALT LAKE  
NEAR SWIMMING POOL  
MISHRA ISLAND  
KOLKATA- 700091

Dear Sir/Madam,

**SBI HOME LOAN A/C NO: 35915418283**

**SUBMISSION: ORIGINAL DEED OF CONVEYANCE**


It is observed from our records that you have taken a Home loan from SBI RACPC Rajarhat on 12/07/2016 which has completed more than 03 years & 07 months but not yet submitted the original deed of conveyance (Title Deed) of the property against which the HBL is sanctioned. As it is pointed out by our Auditor, you are requested to submit the said document to us within 7 days from the date of receipt of the letter.

On non submission of Title deed within the prescribed time, the loan account will be converted to unsecured loan and interest rate of 15.80% will be applicable on it after that. In this context, since a long period has elapsed and the account has become **highly irregular** for non-submission of **DEED OF CONVEYANCE** of the said flat, a **penal interest @2%** over and above the agreed interest rate will be recovered for the delayed period on the entire outstanding.

To avoid the charge of penal interest over the loan outstanding and its conversion to unsecured loan you are requested to submit **the security value in the form of interim security for the value of loan outstanding** until the submission of original deed of conveyance.

**Please treat the matter as extremely urgent.**

Your's faithfully,

  
For Asstt. General Manager  
MOB – 9674739547

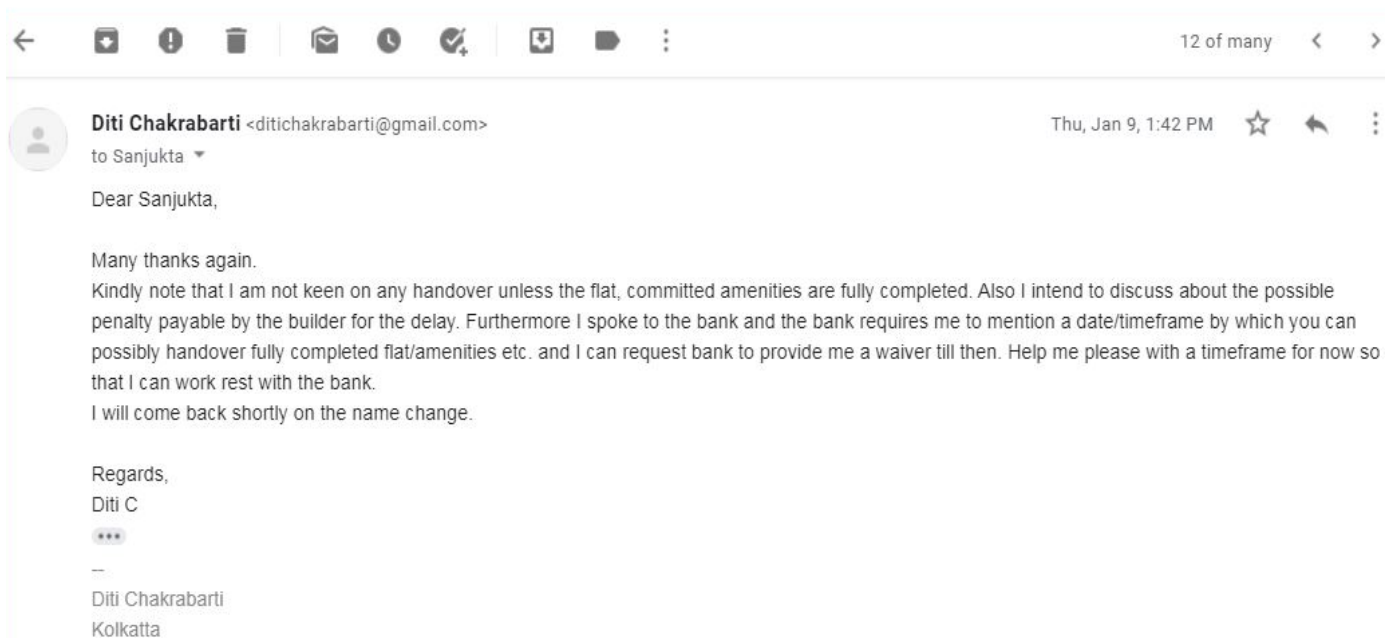
☎ : 9674711021  
☎ : 2572 6010  
e-mail : sbi.18822@sbi.co.in

স্ব. এ. সি. বি. সি., রাজারহাট  
পূর্বা কোড - ১৬৮২২  
সংশোধন চেম্বার, বিদ্যুৎ ভল  
সিটি সেক্টর-২ এর নিকট  
নিউ টাউন, কোলকাতা-৭০০১০১

স্ব. এ. সি. বি. সি., রাজারহাট  
পূর্বা কোড-১৬৮২২  
সংশোধন চেম্বার, দুর্গা মল  
সিটি সেক্টর-২ এর নিকট  
নু টাউন, কোলকাতা-৭০০১০১

RACPC, Rajarhat  
Branch Code-16822  
Sanjosh Chamber, 2nd Floor  
Near City Centre-II  
New Town, Kolkata-700181

## Annexure – E (9<sup>th</sup> Jan, 2020 Email Communication to Greenfield)



## Annexure – F (Final Possession Demand Notice)



### Bengal Greenfield Housing Development Company Ltd.

A Joint Sector Company with West Bengal Housing Board  
Bengal Greenfield Housing Development Company Ltd. Demand dated 20.10.2020

GSTIN No.19AAECG3354JZF

State : West Bengal

State Code : 19

Dated : 16.09.2020

Ref : BGF/Plush48/Dem/D/775N/20-21

Ms. Diti Chakrabarti

CG-14, Sector – 2, Salt Lake,

Kolkata – 700 091 , State – West Bengal , State Code - 19

Dear Madam & Sir,

Sub: Demand Notice for payment against the Flat/Apartment no. 48, 4th Floor, Plush (Tower IV) in Greenfield (Legance, of Goumaganagar, I.I. No. 23, Mouze Ghini, Amara, Hatikra, Baramat, Kolkata

As per the payment schedule provided to you along with the Allotment Letter, you are required to pay the following amount within 15 days from the date of receipt of this letter. This may kindly be treated as a Demand letter for payment of 20% of the total cost on Fitout and Possession along with the GST (calculated @12% on base rate and car parking & 18% on Floor Escalation if any) and after deducting 0.75% TDS at your end during Agreement/Allotment as stated herein under. Also we are providing a 7% GST benefit on the Installment payments demanded from you :

Particulars	Amount (Rs.)
On Fit out & Possession	1231725.00
CGST @6% on base rate & car park & @9% on PLCI(Any)	74578.08
SGST @6% on base rate & car park & @9% on PLCI(Any)	74578.05
HSN/SAC – 9954	
Total Due (Allotment amount+CGST+SGST)	1380681.10
Less 0.75% TDS	9237.93
Less GST Benefit of 7% on Installment Amount	86220.75
<b>Total Payable Amount (Less TDS &amp; GST Benefit) against this demand notice</b>	<b>1285422.41</b>

(Rupees Twelve Lakh Eighty Five Thousand Four Hundred Twenty Two and Paise Forty One only).

Kindly arrange to pay the above amount within the stipulated date.

\*\*\*Also provide us with the TDS certificate after depositing the same within 30 days of payment.

\*\*\*\* Our PAN no. is AAABC8549D

Thanking You,

Yours faithfully,

for Bengal Greenfield Housing Development Company Ltd.  
Authorized Signatory



n.b: \*\*\* All TDS certificate should be provided for all payments against this Flat booking must be deposited to us before Handover/Registration

You may contact the undersigned (Mobile : 9883089001) in case of any query.

## **Annexure – G (Email Communication to Greenfield)**



Suman saha <suman.ids@gmail.com>

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### **Regarding Possession of Plush 5B & 4B in Greenfield Elegance**

2 messages

Suman saha <suman.ids@gmail.com>  
To: chaitalidey@greenfieldrealestates.com  
Cc: ditichakrabarti@gmail.com

Wed, Nov 27, 2019 at 2:28 PM

Dear Madam,

I am, Suman Saha, owner of Plush 5B (owner of Plush 4B is in cc of this mail communication) in Greenfield Elegance, requesting for confirmed Possession date of our respective apartments. As per the agreement mentioned in Allotment letter (please find attached Allotment letter of Plush 5B with this mail), Bengal Greenfield should handover our apartments by **20<sup>th</sup> November, 2019** time period which includes **36 months from issuance of the allotment letter + 6months grace period.**


Unfortunately still we did not receive any communications from Bengal Greenfield neither on our possession date nor any development status of our respective apartments.

Hence please consider this mail as formal communication and we are demanding the status on our possession date. Our apartment should be hand over with all the amenities which are there in Bengal Greenfield's agreement.

Waiting for your early response.

With Regards,  
Suman Saha  
Mobile: 9836129227

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 Greenfield Elegance allotment letter.pdf  
5286K



## Annexure – H (Registered letter to Greenfield with Proof)

Dated : 06.12.2019

To,  
Officer in Charge (Project Ref.: Greenfield Elegance/4B & 5B PLUSH)  
Bengal Greenfield Housing Development Company Ltd.  
Hi Tech Chambers ,4<sup>th</sup> and 7<sup>th</sup> Floor,  
84/1B Topsia Road (South),  
Kolkata - 700046

Sub: Completion/Possession/Handover of apartments 4B & 5B PLUSH of Greenfield Elegance

Dear Sir,

We, Diti Chakrabarti (Allottee of 4B PLUSH, Greenfield Elegance) and Suman Saha (Allottee of 5B PLUSH, Greenfield Elegance) have visited the Greenfield Elegance project site on 30-Nov-19 and were adversely surprised by the progress of work at the site and hence intended to write to your esteemed authority raising multiple concerns regarding the same. Listed below are our major concerns:

1. Interior (Doors, Windows, Electrical Points, Finishing etc.) of the captioned apartments are in unfinished state even after 42 months of allotment.
2. Common area infrastructure (e.g. Lobby, Car Parking, Walkways, Children's Play Area, Sewage/Garbage Disposal System, Landscaping, Lighting, Fencing between HIG and MIG/LIG, Power Backup and Fire Safety systems etc.) are far from completion or have not started yet.
3. Club House has only the building erected thus far and that as well is incomplete
4. Deviations from Master Plan risking safety has been noted (e.g. Permanent structure covering the entry of basement car park has been replaced by a asbestos structure)
5. There has been no communication regarding completion date of this project so far by your esteemed authority and also no response to email sent by Suman Saha dated 27-Nov-19 to your designated project representative.
6. No intimation on monetary penalty for the said delay has been communicated by the builder either

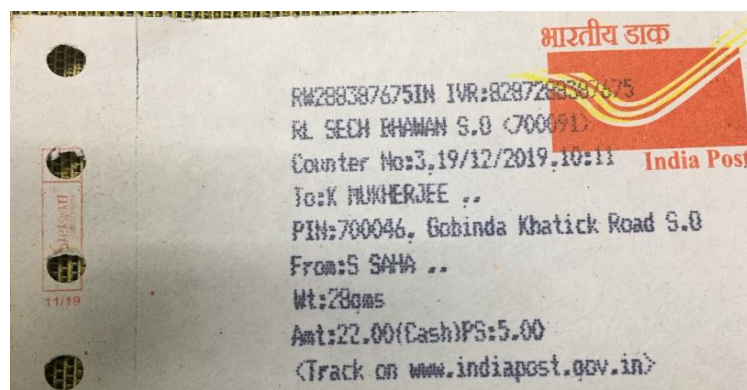
In view of above, consider this letter as a formal communication demanding the possession date of the apartments PLUSH 4B and 5B. Also, needless to say that at the time of possession,

- All aforementioned issues should be fully addressed (any other as well if noted at a later date) and apartments/amenities/infrastructures should be handed over 100% completed, all dust and hazard free and as per committed specifications.
- Any due payment at possession should be only surplus of any accrued penalty payable by the builder for the said delay.

Yours faithfully,

Diti Chakrabarti ,  
28A Badur Bagan Lane, Kol-9  
(Allottee of 4B – PLUSH)

Suman Saha/Briti Chakrabarti  
(Allottee of 5B – PLUSH)



**Annexure – I (Allotment letter and Penalty Clauses)**

**1<sup>st</sup> Page of Allotment Letter**

18.05.2016

Ref : BGF/ELEGANCE /4BPLUSH

**Ms. Diti Chakrabarti**  
CG-14, Sector - 2,  
Salt Lake,  
Kolkata - 700 091

Dear Sir,

**Sub : Allotment of Apartment no.4B on 4th Floor at PLUSH Tower in GREENFIELD ELEGANCE**

In response to your application dated 21.04.2016 we are pleased to allot you the **Apartment/Flat no. 4B on 4th Floor in PLUSH Tower in GREENFIELD ELEGANCE**, at **Plot no. 3082(P) & 3083 (P), J.L. no 23, Mouza : Ghuni, Rajarhat , Jangra-Hatiara 2 No. Gram Panchayat, Dist. - 24 Parganas (N) , West Bengal**

You have already paid an amount of **Rs.100000.00 /-(One Lakh only)** as **Application Money** against the booking of your Apartment/Flat with an **Independent Basement Car Parking** Space at a total price of **Rs.6,158,625.00 (Rupees Sixty One Lakh Fifty Eight Thousand Six Hundred and Twenty Five)** only. Since you have further opted for installment payment plan, hence the installment towards allotment money is payable by you within 45 days from the date of issuance of this Allotment letter.

Tower : PLUSH

Flat no. : 4B

Total Saleable Area : 1499sq.ft. Rate : Rs.3800 +Rs.75.00

**Total cost detail of your Apartment:**

Unit Cost	Rs.	5,808,625.00
Car Parking Cost	Rs.	350,000.00
<b>Total Cost</b>	<b>Rs.</b>	<b>6,158,625.00</b>

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## **Section 11 of Allotment Letter**

### **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 6 months 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**