

To,
Bengal Greenfield Housing Development Company Ltd.
(A Joint Sector Company with West Bengal Housing Board)
Hi-Tech Chambers, 7th Floor
84 / 1 B Topsia Road (S)
Kolkata - 700046

Subject: Greenfield Elegance: Request for clarification: Marking of parking space in HIG area and allotment of parking areas to the MIG / LIG within HIG premise.

Ref No-

- 1) Greenfield Elegance Residents-HIG letter dated 4th August 2020.
- 2) Reminder-1 send through email dated 11th August, 2020.
- 3) Reminder-2 send through email dated 18th August, 2020.
- 4) Bengal Greenfield Housing development company ltd (BGF) email dated 1st sept 2020.

Kind Attn: Mr. Kishore Mukherjee.

Dear Sir,

This has reference to the above subject matter and subsequent correspondence as noted above, we, the flat owners of Bengal Greenfield (HIG) would like to bring the followings to your kind notice.

Referring to the Clause no 19© of GENERAL TERMS & CONDITIONS (GTC)-

"The layout plans and building plans, specifications of the building(s) complex and the apartment are tentative and are subject to the variation. BENGAL GREENFIELD may effect such variations, additions, alterations, deletions and/ or modifications there in as it may, at the 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."

This is to bring into your notice that with respect to above clause context, **Documents of Layout plan, building plan** etc. are never being provided by the developer to understand clearly about the project overview including MIG and LIG area and facilities during the booking and the transactions. The owners of HIG have booked flats in different month of different year and signed a terms and conditions with you but during the subsequent changes or alteration you have neither communicate nor updated your brochure prototype and not even updated the same in your website for Greenfield Elegance related project information. Thus a final approved master plan, completion drawings and all relevant drawings are required for clarification. Nowhere in the allotment letter and GTC is clarified about the concept of the project.

It is also defined under ***FUNCTION AND DUTIES OF THE PROMOTERS , chapter –III, cluse no 3(a) of WBHIRA act 2017,*** " The promoter at the time of booking and issue of allotment letter shall be responsible to make available to the purchaser, the following informations, namely:-

- (a) *Sanction plans, layout plans along with specifications approved by the competent authority by display at the site or such other place as may be specified by the regulations made by authority:"*

It is a fundamental breach of contract. The BGF shall be responsible for all obligations, responsibilities and honour the rules and regulation of the act and failed to provide such informations/sanction plans to the purchaser, even after several follow up by the individual purchaser. A color Brochure is

only provided at the time of booking of the flats by your authorized real estate agent M/S N K Realtors, Salt Lake, Kolkata.

In view of above complications arises due to hiding of those sanction plan/ documents at your end and We request to please provide the clarity through proper communication and physical document of sanction plan/ documents to avoid any confusion and complecation.

Please find the response below on pointers highlighted by you in the email dated 1st Sep, 2020.

- 1) Referring to earlier our letter of Greenfield residents and BGF reply in emails against point no-1, In respect of present scenario a serious deviation in layout plans are being observed as indicated below.

SI No	Relevant clauses as per Deed	As per Brochure, prototype & terms and conditions	Remarks
1	<u>As per clause 12 of Schedule C, HIG Common Area: - Internal Roads: All internal roads including pathway if any, and driveways connecting the HIG Blocks and Club Royal.</u> This clearly defines the said common area is only for HIG	As per brochure a line was drawn in between MIG and HIG which requires clarity.	The said area is only for HIG Common area as per deed than how will you ensure that the said premises is not utilizes by MIG/LIG.
2	<u>As per clause 13, 14 & 15 of Schedule C, HIG Common Area: - Lawn 1 and 2, 14. Landscape Area, Children's Play Area.</u>	The Maintenance charges of both HIG/MIG-LIG breakups are required to understand the common area accessibility.	Again the above said area is for HIG only but residents of MIG/LIG are assessing the same which is not as per the documents (deed).
3	<u>As per clause 16 of Schedule C, HIG Common Area: - 16. Outdoor Games Area</u> is mention and it is not provided/ visible yet in the project site.	The location of outdoor games area is provided at corner portion where DG set is now installed	Please provide the suitable space for the same without reducing the green area, common area.
4	As per clause 4 of Schedule C, COMPLEX COMMON AREA :- Open Space: All open areas in the complex except Lawn 1, 2, 3, Landscape Area, Children's Play Area and Outdoor Games Area.	The brochure show all the said areas	The area as shown in brochure is not as per the actual site condition.
5	Open space	Please refer the ground floor plan; bird's eye view etc. of your brochure a part of agreement, Lawn-1 area is reduced to accommodate the parking space.	Please provide the actual break up of 72% open space.
6	There is a Car parking space of 135 sq ft for each owner opted for Parking.		Request to provide the actual measurement as we found the deviation w.r.t deed.

Such major changes in layouts comparing to the drawings available in brochure are never being communicated to purchaser. Moreover no such justification/calculation is provided in respect of 72% open and green space by the BGF till now.

Hence your explanation is unjustified and unacceptable and need rectifications.

- 2) Referring to our earlier letter of Greenfield residents and BGF reply in emails against point no-2, insofar as the facts and circumstances of the present case are concerned, it is clear from the relevant deeds of conveyance executed by and between the developer and HIG apartments owners on the one hand and the deeds of conveyance executed by and between the developer and MIG/LIG apartment owners that the entrances & exists of the housing complex are separate; and the latter do not have a right to use the area meant to be used by the HIG apartment owners.

A clear mark of a straight line up to the Club Royal and surroundings is shown in the drawings from the entrance gates exclusively meant for the use of HIG flat owners and for the use of MIG & LIG flat owners. These gates indicate a separation of HIG, MIG & LIG areas along the marked lines. It is also confirmed during execution of work by your site Engineer at site and site representative of NK Realtors for having a concrete block partition or division in between HIG & MIG area. It is a business ethics to fulfill the commitment as communicated at site.

Hence your explanations are unjustified and unacceptable. Need rectification.

- 3) Referring to our earlier letter of Greenfield residents and BGF reply through emails against point no-3, complex common area is well clarified in the Deed of Conveyance under schedule C of respective income group and nowhere specified, defined about car parking spaces are meant for mix usage of HIG & MIG residents.

The parking spaces near the HIG block, Lawn-1, lawn -2, Children play area, club Royal, common area etc. are meant for the usage of –

- a) HIG Flat owners,
- b) Reserve parking space for visitors,
- c) Electrically charged parking space,
- d) Parking space for differently able etc.

The BGF do not have right to sale parking spaces inside HIG common area to MIG/LIG flat owners. This will create conflict among the residents and violating norms of the society. MIG/LIG flat owner's car parking spaces are allocated near the MIG/LIG Buildings only.

Moreover it is specified in Terms and conditions (HIG) of Greenfield elegance clause no-7 as –

"If, after the above allocation any un-allotted 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."

Hence it is clear from the above statement that the un-allotted car parking space is only meant for HIG flat owner's additional requirement.

In this context, we would like to bring your kind notice that no open side space available in between HIG Blocks PANACHE & PLUSH, because of earmarked of car parking space.

This is not in accordance with the New Town Kolkata (Building) Rules,2009. Please refer clause no 22(4)&(5), the minimum side and front open space of the building shall be 3.5mtr.

In view of above your explanations is unjustified and unacceptable.

Transparency is the key to building a trust and creates a strong relation between developers, and purchaser of a housing society. In this case there are numerous incidents where BGF is not clarified properly the queries raised by the HIG owners during constructional phase of the Project.

As per Schedule G, clause no-5, the right of the purchaser shall remain restricted to the apartment and that the purchaser shall have no right over and in respect of the other parts and portions of the buildings and/ or premises excepting the right to use the common, the HIG Common area and Complex common area. Hence other Income group also adhere the respective Deed of conveyance.

In view of the above, we express our strong objection on such decision taken by you and hereby are requesting you to implement the followings changes immediately.

- a) Stop selling of car parking space to other income group inside the HIG premises.
- b) Provide barricade, blocks in between HIG and MIG designated area.
- c) Remove car parking spaces next to lawn-1.
- d) Rearrangement of car parking space in between PANACHE and PLUSH.

Thanks & Regards,

Greenfield Elegance Residents (HIG)

Annexure:

- *Reference of WBHIRA ACT*
- *GTC Car Parking clause*
- *Reference of New Town Kolkata (Building Rule) 2009.*

Copy forwarded for kind information to:

1. The Housing Commissioner, West Bengal Housing Board, "ABASAN", 105, S. N. Banerjee Road, Kolkata – 700014.
2. The Jt. Secretary & Jt. Commission, West Bengal Housing Board, "ABASAN", 105, S. N. Banerjee Road, Kolkata – 700014.
3. The Secretary Housing Industry Regulatory Authority, West Bengal, Office of the West Bengal Housing Industry Regulatory Authority, Calcutta Greens Commercial Complex (1st Floor), 1050/2, Survey Park, Kolkata-700075
4. The Managing Director and Sales, NK Realtors Private Limited, DN-52, PS Srijan Tech Park, 9th Floor, Street Number 18, Bidhannagar, West Bengal 700091

Reference of WBHIRA ACT

CHAPTER III	
FUNCTIONS AND DUTIES OF PROMOTER	
Functions and duties of promoter.	<p>11. (1) The promoter shall, upon receiving his Login Id and password under clause (a) of sub-section (1) or under sub-section (2) of section 5, as the case may be, create his web page on the website of the Authority and enter all details of the proposed project as provided under section 4, in all the fields as provided, for public viewing, including—</p> <ul style="list-style-type: none">(a) details of the registration granted by the Authority;(b) quarterly up-to-date list of number and types of apartments or plots, as the case may be, booked;(c) quarterly up-to-date list of number of garages booked;(d) quarterly up-to-date list of approvals taken and the approvals which are pending subsequent to commencement certificate;(e) quarterly up-to-date status of the project; and(f) such other information and documents as may be specified by the regulations made by the Authority. <p>(2) The advertisement or prospectus issued or published by the promoter shall mention prominently the website address of the Authority, wherein all details of the registered project have been entered and include the registration number obtained from the Authority and such other matters incidental thereto.</p> <p>(3) The promoter at the time of the booking and issue of allotment letter shall be responsible to make available to the allottee, the following information, namely:—</p> <ul style="list-style-type: none">(a) sanctioned plans, layout plans along with specifications approved by the competent authority, by display at the site or such other place as may be specified by the regulations made by the Authority;

GTC Car Parking clause

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.

Reference of New Town Kolkata (Building Rule) 2009.

22. Open space.—**(5) The minimum rear open space shall be as follows:—****Table – VI**

Type of building		Minimum rear open space for building height in meter	
		Upto 15.1 m.	Above 15.1 m.
Residential	Plot area upto 300 sq m	2.0 metres	25% of building height or 4 meter whichever is more
	Plot area above 300 sq m	3.5 metres	
Educational, Institutional, Mercantile (Retail), Business including IT/ ITES, Assembly,		25% of building height or 4 meter whichever is more	
Industrial, Mercantile (Wholesale), Storage, Hazardous,		25% of building height or 5 meter whichever is more	

⁵⁰⁰⁰ “Joint Principal use (a) Business-Mercantile (Retail), Mercantile (Retail)-Assembly and (b) Business-Assembly in two rows are to be incorporated in table X.

(6) The minimum side open space shall be as follows:—**Table – VII**

Type of building		Minimum side open spaces for building height in meter			
		Side 1 Open Space		Side 2 Open Space	
		Upto 15.1 m.	Above 15.1 m.	Upto 15.1 m.	Above 15.1 m.
Residential	Plot area upto 300 sq m	0.8 metres	15% of building height or 3.5 meters which ever is more,	2.4 meters,	15% of building height or 3.5 meters whichever is more,
	Plot area above 300 sq m	1.2 meters,			
Other building		15% of building height or 3.5 meters whichever is more		15% of building height or 3.5 meters whichever is more	

(7) Inter Open Space between two buildings, within a plot, shall be 20% of the height of the lower building subject to a minimum of 3.2 meter and maximum of 12m.

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- (a) details of the registration granted by the Authority;
- (b) quarterly up-to-date list of number and types of apartments or plots, as the case may be, booked;
- (c) quarterly up-to-date list of number of garages booked;
- (d) quarterly up-to-date list of approvals taken and the approvals which are pending subsequent to commencement certificate;
- (e) quarterly up-to-date status of the project; and
- (f) such other information and documents as may be specified by the regulations made by the Authority.

(2) The advertisement or prospectus issued or published by the promoter shall mention prominently the website address of the Authority, wherein all details of the registered project have been entered and include the registration number obtained from the Authority and such other matters incidental thereto.

(3) The promoter at the time of the booking and issue of allotment letter shall be responsible to make available to the allottee, the following information, namely:—

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