

H I L A N D  
**greens**  
Phase II

**GENERAL TERMS & CONDITIONS**

Serial No.

**210871**

**Riverbank Developers Private Limited**  
225C, A.J.C. Bose Road, 4th floor, Kolkata – 700 020  
Email : [info@hilandgreens.com](mailto:info@hilandgreens.com) | Website : [www.hilandgreens.com](http://www.hilandgreens.com)

## 1. WHO CAN APPLY:

- a. An individual, i.e., a person of the age of majority or a minor through legal or natural guardian, either an Indian Citizen or a Person of Indian Origin or Non Resident Indian as defined in the Foreign Exchange Management Act, 1999 (in case of a minor, age proof and name and address of natural guardian to be supplied).
- b. Other entity(ies), i.e., a body corporate incorporated in India or partnership or HUF or any other association of persons (AOP) recognized as a legal entity under the laws of India.

## 2. HOW TO APPLY:

- a. A person intending to purchase an Apartment will have to apply in the prescribed application form contained in the Application kit. It is important that care is taken to go through and understand the terms, conditions and instructions before filling and signing the application form.
- b. The application shall be accompanied by an A/c payee demand draft or pay order drawn in favour of **Riverbank Developers Pvt. Ltd.** on any bank payable at Kolkata for the amount of the application money as mentioned in the Payment Schedule and the pay-in-slip provided in the application kit.
- c. Applications from Persons of Indian Origin (PIO) and Non-Resident Indians (NRI) shall be accompanied by the remittance to be paid out of foreign exchange remitted to India through normal banking channels or out of funds held in the applicant's Non Resident External (NRE) / Foreign Currency Non Resident (FCNR) / FCNR Special Deposit account with banks in India and shall be accompanied by a declaration to the effect that the applicant shall use the Apartment for residential purpose.
- d. Non-Resident Indians may also remit money out of the funds held in their Non-Resident Ordinary (NRO) account but accompanied by their bankers certificate as to the source of remittance of the application money.
- e. The completed application form and the GTC (General Terms & Conditions) duly filled and signed by the applicant(s) along with the demand draft / pay order should be submitted at branches/offices of the Submission Centres as mentioned in relevant advertisements and on our website or at the registered office of Riverbank Developers Pvt. Ltd. (RDPL) at 225C, AJC Bose Road, 4<sup>th</sup> floor, Kolkata – 700020 during the normal business/banking hours.

## 3. ALLOTMENT PROCESS

- a. RDPL is committed to a fair, transparent and equitable method of allotment of the Apartments on the basis of an electronic draw of lots which will be monitored and scrutinized by renowned Chartered Accountant firm.
- b. Apartments will be offered in 3 (three) categories based upon the floor location viz. Category A will cover Apartments located on the ground floor to the 4<sup>th</sup> floor (both inclusive) of all the towers proposed to be constructed in "Hiland Greens"; Category B will cover the Apartments located on the 5<sup>th</sup> floor to the 9<sup>th</sup> floor (both inclusive) of all the towers proposed to be constructed in "Hiland Greens" and Category C will cover the Apartments located on the 10<sup>th</sup> floor to the 14<sup>th</sup> floor (both inclusive) of all the towers proposed to be constructed in "Hiland Greens" The applicants will have to mention in their application forms their order of preference for all the 3 (three) categories. Applicants shall not be entitled to a choice of specific Apartments/floor/tower, etc. and any such expression of preference may not be entertained by RDPL. Should there be an over subscription in one category and an under subscription in another category. Applicants that are unsuccessful in the lottery will be offered the option of migration to the category which has not received full subscription..
- c. Only fully and correctly completed applications accompanied with payment of the stipulated amount of application money shall be considered for the purpose of the lottery; however, RDPL may, at its sole discretion, allow applications

containing minor discrepancies or deficiencies to be rectified & considered for participation in the draw of lots. The serial numbers of the application forms of each of the applicants who become eligible for participation in the draw of lots will be quoted for the purposes of the lottery.

- d. Once an apartment number is identified and tagged against a serial number in the course of lottery, such allotment shall be final and binding on the applicant. However, if it is found that the order of preference of any applicant cannot be matched due to unavailability of stock, RDPL may, at its absolute option, allot any apartment to such applicant on the basis of his preference matrix from the available units and in such case such applicant shall remain bound to accept the apartment so allotted.
- e. On completion of the process of lottery, the apartments on offer will be allotted to the successful applicants based upon the results of the draw of lots, by issuance of 'Allotment Letters' in favour of such applicants. Timely payment by the allottee (s) shall be the essence of the allotment.
- f. Upon allotment the allottee will be required to execute an agreement for sale and the allottee confirms adherence to the terms and conditions that will be contained therein. On completion of the project, the agreement for sale will be replaced by deed of conveyance once executed as per clause 13 of the General Terms and Conditions.
- g. RDPL will acknowledge receipt of the demand draft/ pay order (cheque, cash payments, multiple demand drafts or multiple pay orders shall not be accepted under any circumstances) by signing and returning one counterfoil (applicant's copy) of the pay-in-slip, and there will be no other acknowledgement for receipt of the application form or the application money paid. Each application form and pay-in-slip shall have the same serial number which shall be quoted in all future correspondences.
- h. Applicants who wish to send their applications by post, must send the application form, together with the application money in the prescribed form as stated hereinabove, to the following address:-

**Riverbank Developers Private Limited,**

225C, AJC Bose Road, 4<sup>th</sup> floor, Kolkata – 700020, West Bengal, India.

Acknowledgements for all applications received by post, shall be sent to the applicant within reasonable time.

- i. The Applicant acknowledges and accepts that the Developer reserves its rights to allot apartments at Hiland Greens other than through the process of lottery.
- j. Each application shall include the following documents, failing which the applications shall be considered incomplete:
  - Duly filled-in and signed application form ;
  - Duly signed GTC containing signatures of all applicants on every page as a token of acceptance of the terms contained therein;
  - Demand draft/pay order along with the duly filled pay-in-slip ;
  - One photocopy of PAN card (self attested), of the applicant and of the co-applicant ;
  - Proof of permanent address (voter's id/ aadhar card/passport/driving license/ration card/ bank statement/ passbook/ electricity bill/ telephone bill / property tax assessment bill);
  - Photocopy of PAN card (self attested) of the authorised signatory, certified true copy of board resolution and memorandum & articles of association for applications in the name of companies.
  - Photocopy of PAN card (self attested) of the Karta and power of attorney for applications in the name of HUFs. Power should be given by all the members of the HUF to the Karta, who will apply on behalf of the HUF.
  - Form 60 in absence of PAN Card (as listed in this GTC).
  - Photocopy of PIO/OCI card for the applicants holding PIO status.

*Arunjit Gobinda Choudhury*

SOLE/FIRST ALLOTTEE

SECOND ALLOTTEE

THIRD ALLOTTEE

- Photocopy of passport for NRI applicants.

#### 4. SCRUTINY, REJECTION AND REFUNDS:

- RDPL reserves the right to reject any application without assigning any reason whatsoever.
- Applications remaining incomplete or deficient in any respect and/ or not accompanied with the requisite remittance and/ or documents are liable to be rejected even if so detected at a later date during detailed scrutiny.
- Applications containing information which is false or misleading are liable to be summarily rejected and allotment, provisional or otherwise, are liable to be cancelled, at any stage. However, upon such cancellation, the installment paid till that date will be refunded without interest, after deduction of either (a) 15% (fifteen percent) of the total amount mentioned in the Payment Schedule or (b) entire actual amounts received till the date of cancellation, whichever is less, together with interest due, accrued and payable thereon, in accordance with the terms herein contained and deduction of such other tax/levy as may be applicable at the time of such cancellation by RDPL.
- Applicants whose applications were not considered for draw of lots due to any defect or otherwise, will be refunded their application money with interest @ 12% per annum calculated from the date of credit of the application money into the account of RDPL, by dispatch of the same by RDPL, by registered post to the correspondence address given in the application form within 60 (sixty) days from the last date fixed for the submission of application forms. All applicants who are unsuccessful in the draw of lots will be refunded their application money with interest @ 12% per annum calculated from the date of credit of the application money into the account of RDPL, by dispatch of the same by RDPL, by registered post to the correspondence address given in the application form within 60 (sixty) days from the date of the lottery.
- For the avoidance of doubt, it is hereby clarified that RDPL shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of the aforesaid refund by the applicants, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the applicant or loss in transit.
- Refund of application money to unsuccessful NRIs and/or PIOs will be made with interest @ 12% per annum calculated from the date of credit of the application money into the account of RDPL, by dispatch of the same by RDPL, by registered post to the Indian correspondence address given in the application form.

#### 5. WITHDRAWAL OF APPLICATION

- An applicant whose application is not rejected will not be allowed to withdraw his/her/its application before the lottery. No cancellations shall be allowed at any time from the date of lottery until the date of issuance of the Allotment Letter. Such applicants whose applications are selected in the lottery and consequently allotted any Apartment may request for cancellation of allotment(s) after receipt of the Allotment Letter and in such cases RDPL, may at its option, cancel the allotment(s) and refund the application money without any interest and after deduction of either (a) 15% (fifteen percent) of the total amount mentioned in the Payment Schedule or (b) entire actual amounts received till the date of cancellation, whichever is less, together with interest due, accrued and payable thereon, in accordance with the terms herein contained.
- Any such request for withdrawal of application shall be in writing and the requisite amount will be refunded by dispatch of the same by RDPL, by registered post to the Indian correspondence address given in the application form, within 60 (sixty) days from the date of cancellation of allotment by RDPL. All charges and expenses that may be incurred by RDPL in making such refund shall be borne by the applicant. The applicants may also collect their refunds from RDPL's office at 225C AJC Bose Road, 4th floor, Kolkata – 700020, West

Bengal, India, during office working hours.

#### 6. PRICE

- The price for the Apartment shall be paid by the allottee as indicated in the Payment Schedule.
- All payments (except the application money, which shall be governed by the provisions of paragraph 2 of this GTC) shall be made by the applicant/allottee by cheque/pay order/drafts/swift transfer in favour of RDPL, payable at Kolkata. On any payments being made by outstation/dollar cheques, the applicant/allottee shall pay to RDPL, additional bank charges @ 0.5% of the value of such cheque. Further, on dishonour of a cheque on any ground whatsoever, the applicant/allottee shall be liable to pay to RDPL a charge of Rs.1,000/- for every such dishonour. Should the applicant/allottee remit money by electronic transfer, he/she/it shall be obliged to immediately inform RDPL that such transfer has been made along with the details of the transfer, failing which RDPL will not be responsible for not being able to track/reconcile such amount and the applicant/allottee shall continue to remain liable for such amount.
- All prices mentioned in the Payment Schedule are exclusive of taxes and the allottee(s) shall be liable to pay all such taxes which may be levied by any authority(ies) at present or in the future on all payments due on account of the apartment and/or extra charges made by the applicant/allottee.

#### 7. REBATE

- If the allottee pays the Total Price as indicated in the Payment Schedule within 30 (thirty) days of the date of the Allotment Letter, the allottee may be entitled to a rebate as per the Payment Schedule. The relevant rate for rebate on the Total Price is subject to change from time to time at the sole discretion of RDPL.

#### 8. VEHICLE PARKING

- RDPL is committed to a fair, transparent and equitable method for allotment of two wheeler/four wheeler vehicle parking spaces. To secure the aforesaid objective, RDPL is offering allotment of vehicle parking spaces on a 'draw of lots' basis on payment of such amounts as stipulated in the Payment Schedule. The applicant(s) must indicate in the application form whether he/she/it wishes to opt for a vehicle parking space.
- Allotment of such parking spaces will be done after the lottery for the Apartments. Earmarking of specific vehicle parking spaces will be done, by draw of lots before handing of possession of the Apartment and the decision of RDPL in this respect shall be final and binding.
- While we will make every endeavour to allot you a four wheeler parking space in terms of the preference indicated by you, we shall reserve the option of transferring your application for the four wheeler parking space to other options, subject to availability and you shall be obliged to make payment(s) accordingly.
- If, after the above allocation some un-allotted vehicle parking spaces are available, they may be offered to allottees desiring additional vehicle parking space at the sole discretion of RDPL.
- The vehicle parking space, if any allotted, shall confer on the allottee(s) only the right to use the same.
- The right to use the vehicle parking space is not transferable by the allottee independently of the Apartment.
- Request for change in allotted parking spaces may be considered at the sole discretion of RDPL.
- Allottee(s) shall use the parking space or any part thereof for purposes for parking of two-wheeler vehicle/light motor vehicles (depending upon the parking space allotted) only and for no other purpose. Allottee(s) can park only one vehicle in one parking space. No parking space shall be allowed to be encased either by wall/mesh or by any other structure.

*Arumit Gobinda Choudhury*  
 SOLE FIRST ALLOTTEE

#### 9. DEATH OF ALLOTTEE

- a. In the event of demise of the allottee, the right to have the Apartment shall devolve upon the nominee or nominees as may be nominated by the allottee, subject to the condition that the allottee has executed and submitted to RDPL a nomination form available at the registered office of RDPL. Further, the nominee will be required to continue timely payment of all installments due with respect to the Apartment and other charges to RDPL and perform all obligations which had to be otherwise discharged by the allottee had he not been deceased. Such nominee shall pursuant to the death of the allottee, be deemed to be the allottee in relation to the Apartment and all provisions set out herein shall be applicable to such nominee. In the event that such nominee does not adhere to the provisions of this General Terms and Conditions or fails to pay all requisite amounts, RDPL shall have the right to cancel such allotment and allot the Apartment to any other entity and the nominee shall not have any right, claim or lien over the Apartment. Upon such cancellation, the Installment paid till that date will be refunded without interest, after deduction of service charge of either (a) 15% (fifteen percent) of the Total Price mentioned in the Payment Schedule or (b) the entire actual amounts received till the date of cancellation, whichever is less, together with interest due, accrued and payable thereon, in accordance with the terms contained herein. However, the rights of the nominee mentioned above will be subject to any order for or declaration of legal heirs of the deceased allottee by a court of law and the nominee shall be deemed to be holding the Apartment or the refund, as the case may be, in trust for such legal heir declared by the court.
- b. In the event that the allottee dies without nomination, then the legal heirs of the allottee will be required to obtain appropriate documents from a court of law subsequent to which the deed will be executed and registered by RDPL in favour of such legal heirs. For the avoidance of doubt, it is hereby clarified that in the event the legal heirs of the allottee fail to adhere to the payment obligations as stipulated herein, RDPL shall have the right at its sole discretion to cancel the allotment and refund the payments made by the deceased allottee to the legal heirs. Upon such cancellation, the installment paid till that date will be refunded without interest, after deduction of service charge of either (a) 15% (fifteen percent) of the Total Price mentioned in the Payment Schedule or (b) the entire actual amounts received till the date of cancellation, whichever is less, together with interest due, accrued and payable thereon, in accordance with the terms contained herein.

#### 10. DELAY IN PAYMENT OF INSTALLMENTS AND/OR OTHER DUES

- a. It shall be incumbent on the allottee(s) to comply with the terms of payment in respect of the Apartment, vehicle parking and all other payments under the General Terms and Conditions and Payment Schedule.
- b. Payment of the allotment money, installment and all other dues shall be made within the respective time frames mentioned in the Allotment Letter and/or separate letters for the same issued to the allottee(s) from time to time. In case any such payment is delayed, the allottee(s) shall pay interest on the amount due @ 18% (eighteen percent) per annum from the respective due dates till payment is realised.
- c. Delay in payments of the allotment money, installment and all other dues shall not in the normal course be condoned. In case of any such delay, RDPL reserves the right to cancel the allotment at its sole option and upon such cancellation, the installment paid till that date will be refunded without interest, after deduction of service charge of either (a) 15% (fifteen percent) of the Total Price mentioned in the Payment Schedule or (b) the entire actual amounts received till the date of cancellation, whichever is less, together with interest due, accrued and payable thereon, in accordance with the terms contained herein. Further, upon cancellation of the allotment, the allottee shall have no manner of right, claim, interest or demand over the Apartment and/or against RDPL.

#### 11. POSSESSION

- a. Subject to force majeure, RDPL will endeavour to give possession of the Apartment to the allottee(s) within 42 (forty two) months from the date of allotment of the Apartment.
- b. Force majeure shall, inter alia, include but will not be limited to non-availability or irregular availability of building materials, water supply, electricity, other supplies or utilities, strike, slow down by/disputes with the contractor/construction agencies employed/to be employed, war, lock out or civil commotion, terrorist action, litigation, acts of God, any act, any notice, order, rule or notification of the government and/or any other public or competent authority or any change in the policy of the government/statutory bodies, action or inaction or omission of any person or authority, delay in certain decisions/grant of clearances by the statutory bodies, and such other reasons beyond the control of RDPL.
- c. RDPL, as a result of such a contingency arising, reserves the right to alter or vary these General Terms and Conditions, or if the circumstances so warrant, RDPL may suspend the fulfilment of its obligations for such period as it may consider expedient and the allottee agrees not to claim compensation of any nature whatsoever for the period of such suspension.
- d. In the event RDPL does not endeavour to give possession of the Apartment to the allottee within the stipulated time (subject to force majeure as stated in paragraph 11(a) and (b)), then RDPL will pay compensation to be calculated @ Rs. 12.50/- (Rupees twelve and fifty paise only) per sq ft of the chargeable area of the Apartment per month, effective from the scheduled date of possession till the 'date of possession' (as defined hereinafter), to such of the allottees who have not committed any default or delay.

#### 12. TRANSFER OF APARTMENT

- a. Prior to registration of the Conveyance Deed in accordance with paragraph 13 below, no transfer or alienation of interest in the Apartment in full or in part, shall be permitted or recognized by RDPL except upon payment of a transfer fee @ 2% of the Total Price or the consideration for such transfer, whichever is higher, to RDPL provided that the allottee has cleared all his/her/its dues together with interest thereon, if any, payable till the date of such proposed transfer to RDPL. Such transfer shall be on acceptance of these General Terms and Conditions on the part of the transferee. The right to use the vehicle parking space, if any allotted to the allottee, shall also stand transferred to the transferee along with the Apartment.

#### 13. REGISTRATION AND CONVEYANCE

- a. The conveyance deed of the Apartment (Conveyance Deed) shall be executed and registered in favour of the allottee after the Apartment has been constructed and the Total Price, together with interest (if any) and all other dues and deposits etc. are received and before possession is handed over to the allottee. The allottee will be required to pay the entire stamp duty, registration charges and other taxes and charges as may be levied by the government or other authority from time to time and as applicable at the time of registration, as well as legal fees and other related charges in addition to all prior deposits/payments made by the allottee(s). Such amount shall be deposited by the allottee(s) within 15 (fifteen) days from the date of issue of notice by RDPL or such other date as may be mentioned therein.
- b. Subject to all outstanding amounts being paid by the allottee(s), the allottee(s) shall be deemed to have taken possession of his/her/its Apartment on the 15th (fifteenth) day of service of such possession notice or from such other date as may be mentioned in the notice and such day shall be deemed to be the 'date of possession' irrespective of the date on which the allottee(s) takes physical possession of his/her/its respective Apartment.
- c. On and from the 'date of possession' of the Apartment, the allottee shall be

*Sumit Gobinda Choudhury*

SOLE/FIRST ALLOTTEE

SECOND ALLOTTEE

THIRD ALLOTTEE