

HILAND greens

GENERAL TERMS & CONDITIONS

Serial No.

79609

Riverbank Developers Private Limited
225C, A.J.C. Bose Road, 4th floor, Kolkata – 700 020
Email : info@hilandgreens.com | Website : 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. Application kits will be available from selected outlets/branches of ICICI Bank Ltd., HDFC Ltd., Future Group and with Pioneer Property on payment of Rs. 200/- (Rupees two hundred only).
- c. 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.
- d. 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.
- e. 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.
- f. 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 listed in Schedule I of this GTC or at the registered office of Riverbank Developers Pvt. Ltd. (RDPL) at 225C, AJC Bose Road, 4th 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 4th floor (both inclusive) of all the towers proposed to be constructed in "Hiland Greens"; Category B will cover the Apartments located on the 5th floor to the 9th floor (both inclusive) of all the towers proposed to be constructed in "Hiland Greens" and Category C will cover the Apartments located on the 10th floor to the 14th 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.
- 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 provisionally allotted to the successful applicants based upon the results of the draw of lots, by issuance of 'Provisional Allotment Letters' in favour of such applicants.
- f. The allotment by RDPL will be provisional and will be subject to the allottee's compliance with the provisions set out in this General Terms and Conditions and the Payment Schedule (i.e. the payment schedule as listed in this GTC). The allotment will remain provisional till such time that the Total Price (i.e. the price set out in the Payment Schedule, together with all such additional charges, as may be stipulated by RDPL) has been paid by the allottee(s) in full and a deed is executed and registered in favour of the allottee(s) in accordance with clause 13 of this General Terms and Conditions. Timely payment by the allottee(s) shall be the essence of the allotment.
- g. The Submission Centres/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, 4th 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.

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SOLE/FIRST ALLOTTEE

SECOND ALLOTTEE

THIRD ALLOTTEE

- 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.
- Photocopy of passport for NRI applicants.

4. SCRUTINY, REJECTION AND REFUNDS:

- a. RDPL reserves the right to reject any application without assigning any reason whatsoever.
- b. 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.
- c. 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.
- d. 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 45 (forty five) 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 45 (forty five) days from the date of the lottery.
- e. 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.
- f. 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

- a. 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 Provisional Allotment Letter. Such applicants whose applications are selected in the lottery and consequently provisionally allotted any Apartment may request for cancellation of allotment(s) after receipt of the Provisional 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.
- b. 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 provisional 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

- a. The price for the Apartment shall be paid by the allottee as indicated in the Payment Schedule.
- b. 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.
- c. 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

- a. If the allottee pays the Total Price as indicated in the Payment Schedule within 30 (thirty) days of the date of the Provisional 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

- a. 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.
- b. 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.
- c. 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.
- d. The vehicle parking space, if any allotted, shall confer on the allottee(s) only the right to use the same.
- e. The right to use the vehicle parking space is not transferable by the allottee independently of the Apartment.
- f. Request for change in allotted parking spaces may be considered at the sole discretion of RDPL.
- g. 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.

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.

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SOLE/FIRST ALLOTTEE

SECOND ALLOTTEE

THIRD 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 Provisional 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 liable to pay RDPL (or its nominee or nominees) all maintenance charges, rates, taxes, levies, outgoings, deposits including security deposits or assessments pertaining to the Apartment wholly and pertaining to the common areas and sport and recreation facilities proportionately, without dissent or demur.

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SOLE/FIRST ALLOTTEE

SECOND ALLOTTEE

THIRD ALLOTTEE

- d. The Conveyance Deed will be drafted by the solicitors/advocates of RDPL and the same shall be in such form and shall contain such particulars as may be approved by RDPL. Request for changes whatsoever in the Conveyance Deed may be considered at the sole discretion of RDPL.
- e. If the allottee does not get the Conveyance Deed executed and registered within the date notified, the allotment will be liable to be cancelled at the discretion of RDPL and the total payment received may be refunded without interest and after deduction 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 herein contained.
- f. The allottee(s) will adhere to such process of registration of the Conveyance Deed as may be stipulated by RDPL in due course.
- g. The allottee(s) will have to be present in person at the time of taking possession of the Apartment and the execution and registration of the Conveyance Deed. In cases wherein the allottee(s) is unable to attend in person, a registered/notarised power of attorney, in such format as may be provided by RDPL, in favour of his/ her/ their authorised representative will be submitted by the allottee to RDPL within such time as may be stipulated by RDPL.

14. EXTRA CHARGES

- a. Additional charges on account of electricity connection charges, generator charges, electrical infrastructure cost & security deposit, legal charges and any other additional facility shall be borne by the allottee as may be reasonably determined by RDPL from time to time. The allottee shall be bound to make such payments within 15 (fifteen) days of notice of payment from RDPL.
- b. These payments shall be deemed to form part of the Payment Schedule and any default in payment thereof shall attract the provisions of paragraph 10 herein.

15. MANAGEMENT OF HILAND GREENS

- a. A suitable entity (to be selected by RDPL at its sole discretion) shall be entrusted with the maintenance and management of all the common areas and facilities that serve "Hiland Greens", (Manager). All such common areas and facilities shall be identified by RDPL at its sole discretion. Till such time the Manager is so appointed, RDPL shall, by itself or through its nominee/s maintain and manage the common areas and facilities referred to above.
- b. Maintenance charges and expenses for the common areas and facilities of "Hiland Greens" shall be proportionately divided amongst the respective allottees. Each of the aforesaid maintenance charges and the proportionate amount payable by each allottee shall be decided by RDPL or the Manager and shall be binding on the allottees.
- c. The detailed rules and regulations regarding maintenance, usage and management of the Apartment and all common areas including terms of appointment of the Manager shall be exclusively decided by the RDPL and the allottee gives his/her/its unfettered and irrevocable consent for the same. In particular, RDPL and/or the Manager shall have the right to enter the Apartment of the allottee for the purpose of carrying out emergency repairs in the interest of the development of "Hiland Greens".
- d. Without prejudice to the aforesaid, in the event of default/delay by the allottee in making payment of the maintenance charges and other outgoings, RDPL or the Manager as the case may be, shall have the right to withdraw all utilities & facilities to such Apartment of the defaulting allottee and take such further steps as RDPL or its nominee or nominees may deem fit and the allottee gives his/her/its unfettered and irrevocable consent to the same.

16. CORPUS DEPOSIT

- a. The allottee shall also be required to contribute funds towards repairs, replacements and improvements (Corpus Deposit). RDPL or its nominee or

nominees shall, at their sole discretion, determine the frequency, amounts and the proportion of such contribution and the allottee shall be bound to make payment of the same. Such Corpus Deposit shall be interest free and may be adjusted against any arrears in CAM charges and/or applicable taxes and be applied for repairs, replacements and improvements of the common areas and facilities of "Hiland Greens" as RDPL or its nominee/nominees may deem fit and proper.

- b. The allottee hereby understands and irrevocably agrees that the Corpus Deposit is held by RDPL or its nominee(s) or the Manager, solely on behalf of and for the benefit of the apartment owners and that the Corpus Deposit and any additional amounts deposited from time to time by the allottee in accordance with this paragraph 16, shall be utilized to make payments, as contemplated herein above, on behalf of the allottee. Further, on the formation/ identification of a suitable entity by RDPL or its nominee/nominees, which entity shall be established for and on behalf of apartment owners, the Corpus Deposit, as adjusted towards any outstanding payments, shall be transferred by RDPL or its nominee(s) or the Manager, as the case maybe, to such entity, on behalf of the apartment owners. For the avoidance of doubt, it is hereby clarified that, in the event that the allottee fails to make any payments in accordance with this paragraph 16, then such outstanding amounts may be deducted from the Corpus Deposit by RDPL or its nominee(s) or the Manager and all taxes that may be levied on RDPL or its nominee(s) or the Manager, on account of making such deductions, shall be borne by the allottee.

17. CLUB

- a. "Hiland Greens" shall have a club for the use of the residents, for which each allottee shall not be required to pay any price.
- b. RDPL or its nominee or nominees shall however have the right to operate and manage the club and to levy and recover charges for the same and the allottee shall be compulsorily required to make payment for such charges.
- c. RDPL shall have the right to withdraw club privileges to any defaulting allottee and the allottee hereby gives his/her/its unfettered consent to the same.
- d. The rules and regulations pertaining to the regulation and management of the club shall be such as may be framed by RDPL and each allottee shall be bound by the same.
- e. On a transfer of the Apartment by the allottee, the club membership shall also stand transferred to such transferee. The allottee hereby acknowledges and agrees that it shall not be entitled to separately transfer the club membership.

18. GENERAL

- a. It is understood that the Applicant has applied for allotment of a residential Apartment at "Hiland Greens" with full knowledge of the laws/notifications and rules applicable to this area in general, and to group housing projects in particular and the Applicant has fully satisfied himself/herself/itself, about the interest and the right of RDPL in the land on which "Hiland Greens" will be / is being constructed.
- b. RDPL will not entertain any requests for modification in the internal layouts of the Apartment and/or external facades of the building. Upon the written request of the allottee, RDPL, at its sole discretion, may agree to provide the allottee with an Apartment in stripped down condition and allow such proportionate deduction in price as it may deem fit, for the fittings and fixtures not provided, provided that the allottee shall be obliged to adhere to the layout plan provided by RDPL on completing the Apartment.
- c. It is unambiguously agreed and understood by the allottee that the layout plans and building plans, approximate super built-up/ built-up area (which built-up area may increase/decrease upto a maximum of 2%) of the Apartment, specifications of the materials proposed to be used, common areas and facilities

Shohini Chaurabasthy
SOLE/FIRST ALLOTTEE

SECOND ALLOTTEE

THIRD ALLOTTEE

- and components of the "Hiland Greens", building(s) and the Apartment are tentative and are subject to variation. RDPL 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/allowed by any concerned authority. No complaints regarding changes in design/layout shall be entertained by RDPL.
- d. The allottee acknowledges and accepts that "Hiland Greens" is being developed in clusters of buildings with different spaces/apartment types and sizes in each cluster. All common areas and facilities in each building/cluster and all common areas, infrastructure and facilities serving the "Hiland Greens" have been aggregated and proportionately allocated to the built up area of each apartment to arrive at their super built up area.
 - e. The allottee shall have no manner of right or interest in respect of any terraces/roofs/appurtenant gardens in all buildings/structures comprising "Hiland Greens" unless specifically so granted by RDPL.
 - f. The allottee also acknowledges and accepts that "Hiland Greens" project is a development with diverse development clusters that are intended to be applied to different uses. RDPL shall have the right and absolute authority to deal with the land comprising the entire "Hiland Greens", its common areas, infrastructure and facilities including but not limited to the creation of further rights in favour of any other party at their sole discretion. The allottee shall be entitled to only such of the common areas and facilities as have been specifically designated for "Hiland Greens" and clearly identified in the Conveyance Deed.
 - g. The allottee further acknowledges and accepts that "Hiland Greens" project is being developed in phases and the allottee shall not raise any objection and impediment to the same. The allottee accepts that the common areas, infrastructure and facilities of "Hiland Greens" development may not be complete and/or operational as on the 'date of possession' referred to hereinabove.
 - h. RDPL or its nominee(s) reserve the right to be able to apply any part of the common areas, infrastructure and facilities of "Hiland Greens" development to any purpose whatsoever at their sole discretion.
 - i. The allottee hereby authorizes, permits and shall have no objection to RDPL raising finance/loans from any financial institution/bank by way of mortgage/charge/ securitization of his/her/their respective Apartment or the receivables accruing or likely to accrue therefrom, subject to the Apartment being made free of such encumbrance at the time of execution of the Conveyance Deed.
 - j. All correspondence will be made with the allottee at the address for correspondence on the records of RDPL initially indicated in his/her/their application form. Any change of address shall have to be notified in writing to RDPL at its registered office and acknowledgement obtained for such change. In case there are joint allottees, all communication shall be sent by RDPL to the allottee whose name appears first and which shall for all purposes be considered as served on both the allottees. Communication sent by RDPL shall be deemed to have been received by the allottee.
 - k. The application form, allotment of the Apartment and delivery thereof is subject to the grant of permissions and clearances as may be required under the law. It is clarified that in the event such approval / permissions / clearances are not obtained, the allotment of the Apartment shall stand cancelled and all monies received by RDPL till such date of cancellation shall stand refunded in full without interest and without any deduction.
 - l. The allottee(s) shall from time to time sign all application, papers, documents, maintenance agreement, electricity agreement and other papers as per formats prepared by RDPL and do all such acts, deeds and things as RDPL may deem fit and necessary in the interest of the "Hiland Greens" development. In case of joint allottees, any document signed / accepted / acknowledged by any one of the allottees, shall be binding upon the other allottee.
 - m. Complaints, if any, regarding fittings and fixtures etc. provided in the Apartment will be required to be brought to the notice of RDPL within 15 (fifteen) days of the 'date of possession'. In case the allottee(s) fail/s to take physical possession of the Apartment upon being called upon to do so by RDPL, complaints of any nature including complaints in relation to fittings and fixtures etc. shall not be entertained and in such an event, the allottee(s) shall take possession of the Apartment on "as is where is" basis.
 - n. The Allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by RDPL within 15 (fifteen) days of being called upon in writing to do so by RDPL, whereupon the Allottee(s) shall be required to pay the entire stamp duty, registration charges and other charges as may be applicable at the time of registration.
 - o. The courts at Kolkata shall have exclusive jurisdiction in all matters concerning this transaction.
 - p. RDPL reserves the right to effect any changes to the structure and manner in which the apartments will be transferred to the allottees.
 - q. RDPL may assign its interest or delegate or nominate all or any of its rights and responsibilities hereunder to its successors or any other entity as it may deem fit.
 - r. RDPL, at its sole discretion, may relax or modify any of the conditions stated herein. The allottee shall not have any claim of compensation in case of such relaxation or modification. In the event that a request for modification or amendment of any conditions with respect to the allotment is accepted by RDPL, the allottee shall pay an additional charge of Rs. 5,000/- for any such modification or amendment to RDPL.
 - s. Notwithstanding anything stated herein, the allottee acknowledges and irrevocably agrees that possession of the Apartment shall be given by RDPL to the allottee, subject to the allottee's compliance with the provisions set out in this General Terms and Conditions and the Payment Schedule and upon timely payment of all amounts, including all fees and taxes and duties, by the allottee.
 - t. RDPL has incurred substantial expenditures in development of "Hiland Greens" and any cancellations/defaults on the part of the allottee(s) result in losses which are suffered by RDPL. The allottee(s) hereby irrevocably agree that all service charges levied/forfeitures made by RDPL in accordance with the terms of this GTC are reasonable. Further, the allottee(s) hereby agree and acknowledge that no claims shall be made by the allottee(s) in relation to any amounts forfeited or any service charge levied by RDPL under this GTC.
 - u. No request for any discount/waiver on any account whatsoever will be entertained by RDPL.
 - v. The allottee(s) shall not divide, sub-divide or demolish any structure of the Apartment or any portion thereof or cause to make any new construction in the apartment.
 - w. The expression 'allotment' wherever used herein shall always mean "provisional allotment" and will remain so till such time a formal deed of transfer/conveyance is executed and registered by RDPL in favour of the allottee(s) for their respective Apartments.
 - x. Service Charge wherever mentioned shall attract service tax as applicable + TDS and all payments specified in the Payment Schedule shall be exclusive of applicable taxes which shall be borne by the allottee.
 - y. Any taxes/duties/cess/levies imposed by any statutory authority not mentioned anywhere in the General Terms and Conditions within or during the period shall be imposed wherever applicable. Any change in existing rates of taxes/duties/cess/levies imposed by any statutory authority within or during the period, whether prospectively or retrospectively, shall also be applicable as per statutory requirements.

Shobin Chakrabarty
SOLE/FIRST ALLOTTEE

SECOND ALLOTTEE

THIRD ALLOTTEE

- 2. The allottee(s) shall not use the said Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose.
 - aa. After taking the possession, the allottee(s) may make non-structural changes/ aesthetic changes subject to prior approval and consent of RDPL and/or the Manager. The allottee(s) shall not make any such additions or alterations in the Apartment that may cause blockage or interruption in the smooth flow of common areas and facilities within the complex and/or to cause damage or encroachment on the structures of the building(s) in the complex.
 - bb. Internal wiring for electrification will be provided for each Apartment. However, the allottee(s) will have to apply to CESC individually for obtaining supply of power and meter for their respective Apartments. The allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to CESC.
 - cc. The Submission Centres mentioned herein above have merely agreed to be the collecting agents for the acceptance of application forms as prescribed by RDPL and are not involved/ responsible for the development of "Hiland Greens" or the financial status of RDPL.
 - dd. RDPL shall provide detailed Do's and Don'ts during handing over possession of Apartment to the allottee(s). Please note, the same shall be considered to be an integral part of this GTC.

- ee. The last date for sale of application kit and application form may be extended by RDPL at its sole discretion.
- ff. In the event that any documents are misplaced, RDPL reserves the right to ask the applicant to resubmit the documents to RDPL and also reserves the right to reject the application, if the same are not provided.

19. INDEMNITY

- a. The allottee will abide by the terms and conditions of this General Terms and Conditions and applicable laws. In the event of contravention or non-compliance, the allottee will be liable for all the consequences as provided under this General Terms and Conditions or otherwise. If any loss is caused to RDPL due to the act or negligence of the allottee, the allottee will indemnify RDPL for such loss.

20. DISCLAIMER

- a. RDPL and 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 RDPL and its affiliates, officers, directors, employees, agents, members, servants saved, harmless and indemnified with regard thereto.

I/we have read and understood the above mentioned Terms & Conditions and agree to abide by the same.

Shovini Chaurabastya
SOLE/FIRST ALLOTTEE

SECOND ALLOTTEE

THIRD ALLOTTEE