

Date: 19/02/2020

To,  
Riverbank Developers Private Limited  
Hiland Green –Project Phase 1  
225C, A. J. C. Bose Road  
4th Floor,  
Kolkata -700020

Satish Madhogaria  
Natural Residency  
76/1, Golaghata Road,  
Block-5, Flat-1B,  
Kolkatta-700 048

**Subject: Compensation for delay in delivery of flat.**  
**Ref: HG1BOOK/01746/13-14,Tower-19,Flat:11A1**

Sir,

I state that I had entered into an agreement for sale with you on 14.02.2014 in respect of a flat, which was to be developed by you. A copy of General Terms and Conditions, forming part of the agreement for sale, between the parties is annexed hereto and marked as **Annexure-A**.

I state that thereafter I duly paid the instalments as and when the same was demanded by you and as on date, I had already paid you a sum of Rs.19,47,750/- in manner as stated in a chart, a copy of whereof is annexed hereto and marked as **Annexure-B**.

As will be evident from the General Terms & Conditions of the Agreement for sale between the parties, you were supposed to hand over possession of the flat, within 42 months from the date of allotment of the flat. It is also pertinent to mention that admittedly the flat was allotted to me on 14.02.2014 and as such, the agreement between you and myself makes it evident that you were duty bound to give possession of the flat to me on or before 14th August,2017, but however you had miserably failed to hand over possession of the flat as on 14th August,2017.

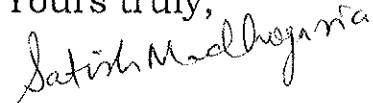
As such, I, in accordance with Clause 11(d) of the contract is entitled to compensation of Rs.12.50 per Sq. feet of the chargeable area of the apartment every month, from 15<sup>th</sup> August, 2017 till the date of actual handing over of possession in respect of the flat in question. In as much as the flat allotted in favour of me was 712 Sq feet in area, I am entitled to a sum of Rs.2,67,000/- as compensation from you as on date.

It is pertinent to mention that, you have without payment of compensation have made a further demand of Rs.3,90,521 from me, by way of a letter dated 20<sup>th</sup> January, 2020. Such demand is ex-facie illegal to say the least.

As such, you are hereby called upon to immediately hand over possession of the flat in question to me. It is pertinent to mention that I am entitled to compensation of Rs.2,67,000/- as per the contract and is further entitled to compensation of mental harassment caused to me, which is assessed at Rs. 10,00,000. As such, you are further called upon to withdraw your letter dated 20<sup>th</sup> January, 2020, pay a further sum of Rs.8,76,479/- to me as compensation and hand over possession of the flat in question to me within seven( 7) days from the date of receipt of this letter, failing which I will be constrained to take appropriate steps in accordance with law and you will be held liable for all the costs and consequences thereof.

Thanking you,

Yours truly,



**(SATISH MADHOGARIA)**

Copy To:  
Riverbank Developers Private Limited  
Hiland Green –Project Phase 1  
Calcutta Riverside  
1, New Bata Road  
Maheshtala  
Kolkata-700140

## GENERAL TERMS & CONDITIONS

### 1. WHO CAN APPLY:

- An individual, i.e., a person of the age of majority or a minor through his/her legal or natural guardian, either an Indian Citizen or a Person of Indian Origin or a Non-Resident Indian as defined in the Foreign Exchange Management Act, 1999 (in case of a minor, age proof and name and address of the natural guardian to be supplied).
- 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 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.
- 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 provided in the application kit.
- 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) 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.
- 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.
- No payment shall be made by NRIs or PIOs for purchase price for acquisition of immovable property, by traveller's cheque or by foreign currency notes or by any mode other than those specifically provided hereinabove.
- The completed application form and the GTC (General Terms and 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 sales & marketing office of Riverbank Developers Pvt. Ltd. (RDPL) at Anandlok Building, 227 A.J.C. Bose Road, Block-B, 4th floor, Kolkata - 700020 during the normal business / banking hours.

### 3. ALLOTMENT PROCESS

- Allotment of the Apartments shall be on the basis of an electronic draw of lots or any other basis, and shall be subject to the applicant meeting all criteria and complying with all terms and conditions of this GTC.
- 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. It is hereby clarified that, under no circumstances shall RDPL be obligated to allot the Apartment(s) in the order of preference set out by the applicant(s) in the application form(s). In the event that any applicant is allotted an Apartment which is not in consonance with that applicant's order of preference, such applicant shall remain bound to accept the Apartment so allotted. Also, in the event that an

applicant has not indicated any preferences in his/her/its application form, such applicant shall be bound to accept the Apartment allotted to him/her/it. 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.

- 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 and considered for participation in the draw of lots. For each of the applicants who become eligible for participation in the draw of lots, the serial numbers of the application forms of such applicants will be quoted for the purposes of the lottery.
- 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 preferred stock, RDPL may, at its absolute option, allot any Apartment to such applicant from the available units and in such case such applicant shall remain bound to accept the Apartment so allotted.
- 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.
- Upon allotment, the allottee will be required to execute an agreement for sale and the allottee hereby confirms adherence to the terms and conditions that will be contained therein. The allottee shall execute the agreement for sale in such form as may reasonably be prescribed by RDPL within 15 (fifteen) days of being called upon in writing to do so by RDPL, whereupon the allottee shall be required to pay the entire stamp duty, registration charges and other charges as may be applicable at the time of registration. On completion of the project, the agreement for sale will be replaced by deed of conveyance to be executed as per paragraph 13 of these General Terms and Conditions.
- 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) and there will be no other acknowledgement for receipt of the application form or the application money paid. However, such receipt shall not be treated as an acknowledgment of the completeness or accuracy of the application form. Each application form shall have the same serial number which shall be quoted in all future correspondences.
- 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,  
Anandlok Building, 227 A.J.C. Bose Road, Block-B,  
4th floor, Kolkata - 700020, West Bengal, India.

Acknowledgements for all applications received by post shall be sent to the applicant(s) within a reasonable time period.

- The applicant acknowledges and accepts that the developer reserves its rights to allot apartments at Hiland Greens other than through the process of lottery.
- Each application shall include the following documents, failing which the applications shall be considered incomplete:
  - Duly filled-in and signed application form;

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Authorized Signatory with Seal  
(only for Other Entity (IES))

- Duly signed GTC containing signatures of all applicants on every page as a token of acceptance of the terms contained herein;
  - Demand draft / pay order;
  - One photocopy of PAN card (self-attested), of each of the applicant and 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 annexed to this GTC);
  - Photocopy of PIO/OCI card for the applicants holding PIO status; and
  - 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 allotments made (provisional or otherwise) based on such applications are liable to be cancelled, at any stage. However, upon such cancellation, the instalments paid till that date will be refunded without interest, after deduction of either (a) 15% (fifteen percent) of the total value of the Apartment (including all charges and amounts 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.
  - 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% (twelve percent) 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% (twelve percent) 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.
  - 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. Further, no claim for any damages whatsoever shall be tenable in the event of cancellation of the allotment of the Apartment by RDPL on any grounds whatsoever.
  - f. Refund of application money to unsuccessful NRIs and/or PIOs will be made (with interest @ 12% (twelve percent) 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 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 upon such cancellation, the instalments paid till that date will be refunded without any interest and after deduction of either (a) 15% (fifteen percent) of the total value of the Apartment (including all charges and amounts 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 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 Anandlok Building, 227 A.J.C. Bose Road, Block-B, 4th floor, Kolkata - 700020, West Bengal, India, during office working hours.
  - c. Upon withdrawal by the allottee, RDPL shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the allottee will stand cancelled. All rights of the allottee under any Allotment Letter issued to him/her/it shall also stand terminated.
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 (Rupees one thousand) 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 details of the transfer, failing which RDPL will not be responsible for any failure to track / reconcile such amount and the applicant / allottee shall continue to remain liable for such amount.
  - 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 payable 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
- a. Allotment of vehicle parking spaces shall be 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.

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Authorized Signatory with Seal  
(only for Other Entity (IES))

- 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. While RDPL will endeavour to allot a vehicle parking space in terms of the preference indicated by the applicant(s), under no circumstances shall RDPL be obligated to allot such preferred vehicle parking space. Further, in the event that any applicant is allotted a vehicle parking space which is not in consonance with that applicant's preference, such applicant shall remain bound to accept the vehicle parking space so allotted and shall be obliged to make payment(s) accordingly.
- d. Such allottee(s) who are allotted a vehicle parking space may request for cancellation of allotment(s) and in such cases RDPL, may at its option, cancel allotment(s) of the vehicle parking space(s). Upon such cancellation RDPL shall refund the parking money without any interest and after deduction of either (a) 15% (fifteen percent) of the total parking money mentioned in the Payment Schedule or (b) entire actual amounts received towards parking money till the date of cancellation, whichever is less, in accordance with the terms herein. Any such request for cancellation 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 by RDPL. The allottees may also collect their refunds from RDPL's office at Anandlok Building, 227 A.J.C. Bose Road, Block-B, 4th floor, Kolkata - 700020, West Bengal, India, during office working hours.
- e. If, after the above allocation or cancellation some un-allotted vehicle parking spaces are available, they may be offered to allottees desiring vehicle parking spaces, at the sole discretion of RDPL, subject to receipt of necessary payment therefor.
- f. The vehicle parking space, if any allotted, shall confer on the allottee(s) only the right to use the same.
- g. The right to use the vehicle parking space is not transferable by the allottee independent of the Apartment.
- h. Request for change in allotted parking spaces may be considered at the sole discretion of RDPL.
- i. 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.
5. DEATH OF ALLOTTEE
- a. In the event of demise of the allottee prior to execution of the Conveyance Deed, 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 sales & marketing office of RDPL. Further, the nominee will be required to continue timely payment of all instalments 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 these General Terms and Conditions or fails to pay any requisite amounts, RDPL shall have the right to cancel such allotment and allot the Apartment to any other person and the nominee shall not have any right, claim or lien over the Apartment. Upon such cancellation, the instalments paid till that date will be refunded without interest, after deduction of service charge of either (a) 15% (fifteen percent) of the total value of the Apartment (including all charges and amounts 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 prior to execution of the Conveyance Deed, 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 instalments paid till that date will be refunded without interest, after deduction of service charge of either (a) 15% (fifteen percent) of the total value of the Apartment (including all charges and amounts 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.
- c. It is hereby clarified that RDPL may rely upon and shall not be liable for acting or refraining from acting upon any document furnished to it, without being required to determine the authenticity or the correctness of any fact stated in such document or the propriety or validity of the service of such document. Further, RDPL may rely upon and shall not be liable for acting upon any court order, judgment without being required to determine the authenticity or the correctness of any fact stated in such document or the propriety or validity of the service of such document. RDPL may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to execute any document has been duly authorised to do so.
10. DELAY IN PAYMENT OF INSTALMENTS AND/OR OTHER DUES
- a. RDPL shall have the sole right and discretion to make appropriations of any amounts received from the allottee(s) towards any payments due and payable under this GTC and/or the Payment Schedule in the following order:
- Interest, if any, accruing from delay in payment of any instalments and/or any other dues payable by the allottee beyond the stipulated time;
  - Repayment of instalments; and
  - Costs, charges, expenses and other monies; and RDPL hereby reserves its right with respect to same.
- b. 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 these General Terms and Conditions and the Payment Schedule.
- c. Payment of the allotment money, instalments and all other dues shall be made within the respective time frames mentioned in the Allotment Letter and/or separate letters issued for the same 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 the payment is realised.
- d. Delay in payments of the allotment money, instalments 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 instalments paid till that date will be refunded without interest, after deduction of service charge of either (a) 15% (fifteen percent) of the total value of the Apartment (including all charges and amounts 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.

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Authorized Signatory with Seal  
(only for Other Entity (IES))

**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 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**

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 (other than in the event of death of the allottee) except upon payment of a transfer fee @ 2% (two percent) 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 for conveyance of the Apartment (Conveyance Deed) shall be executed and registered in favour of the allottee(s) 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, as may be determined by RDPL, 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 (including property tax), levies, outgoing, deposits including security deposits or assessments pertaining to the Apartment wholly and pertaining to the common areas and sport and recreation facilities proportionately, together with interest thereon, if any, payable till the date of such proposed transfer without dissent or demur. The right to use the vehicle parking space, if any allotted to the allottee, shall also stand transferred to the allottee along with the Apartment.
- 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 on or prior to the date of possession 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 value of the Apartment (including all charges and amounts 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, generator, electrical infrastructure, security deposit, legal expenses, formation of association 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. The allottees shall be liable to pay all such maintenance charges and expenses from the 'date of possession' of the Apartment, failing which, RDPL may in its sole discretion recover such amounts from the Corpus Deposit mentioned in paragraph 16 of these General Terms and Conditions.
- 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

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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 and 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 be required to contribute funds towards future repairs, replacements, improvements and developments in "Hiland Greens" (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 maintenance charges and/or applicable taxes 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 without any interest 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 separate upfront cost.
- 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 use of 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. Hiland Greens is a development by RDPL within Calcutta Riverside. 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. The allottee hereby acknowledges and accepts that RDPL's right and interest in the land on which the Apartment is constructed may be either freehold or leasehold.

- b. The allottee acknowledges and irrevocably accepts that in the event that RDPL has leasehold interest over the land upon which the Apartment allotted to the allottee is constructed, the allottee shall only be entitled to an undivided share in such leasehold right and interest in the land for a period of 99 (ninety nine) years [Argus Comment: Please note that in case the lease for 99 years is granted in favour of RDPL on day 'x' and RDPL assigns the lease to the allottee on day 'y', then the period of lease shall reduce by 'x-y' days.]. Such leasehold right and interest shall be assigned to the allottee(s) by RDPL. Any such allotments made shall be binding on the allottee(s) and RDPL will not entertain any requests for allotment of an Apartment constructed over freehold land.
- c. The allottee hereby acknowledges and irrevocably agrees that for the purpose of development of a film city and other allied projects at Calcutta Riverside, RDPL shall have the absolute right to enter into development agreements (including for the purpose of construction of residential units forming part of "Hiland Greens"); and in such event, such developers will join in the documentation to be executed by the allottee(s) and RDPL.
- d. 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 by RDPL; provided that, the allottee shall be obliged to adhere to the layout plan provided by RDPL on completing the Apartment.
- e. 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 up to a maximum of 2%) of the Apartment, specifications of the materials proposed to be used, common areas and facilities 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.
- f. 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.
- g. 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.
- h. The allottee also acknowledges and accepts that the "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. In furtherance thereof, RDPL shall have the absolute right and entitlement to enter into any agreements and/or arrangements, including but not limited to agreements for transfer or parting of possession with any parcels of land in which "Hiland Greens" is comprised, and the allottee hereby agrees not to raise any objections or disputes regarding the same. 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.

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- i. The allottee further acknowledges and accepts that the "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.
- j. RDPL or its nominee(s) reserve the right to be able to apply any part of the infrastructure and facilities of "Hiland Greens" development to any purpose whatsoever at their sole discretion.
- k. 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.
- l. In respect of all remittances, acquisition/ transfer of the allotted Apartment it shall be the sole responsibility of non-resident/ foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made thereunder or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide RDPL with such permissions, approvals which would enable RDPL to fulfil its obligations under this GTC. Any refund provided in terms of the GTC shall be made in accordance with the provisions of FEMA, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, the applicant shall be liable for any action under the FEMA, and rules and regulations made thereunder as amended from time to time. The applicant shall keep RDPL fully indemnified and harmless in this regard.
- m. 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 sales & marketing office and acknowledgement obtained for such change. In case there are joint allottees, all communications 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. Communications sent by RDPL shall be deemed to have been received by the allottee.
- n. The application form, allotment of the Apartment and delivery thereof is subject to the grant of permissions and clearances as may be required under 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
- o. The allottee(s) shall from time to time sign all application, papers, documents, maintenance agreements, electricity agreements 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 development of the "Hiland Greens". In case of joint allottees, any document signed / accepted / acknowledged by any one of the allottees, shall be binding upon the other allottee.
- p. 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.
- q. The courts at Kolkata shall have exclusive jurisdiction in all matters concerning this transaction.
- r. RDPL reserves the right to effect any changes to the structure and manner in which the Apartments will be transferred to the allottees.
- s. 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.
- t. RDPL, at its sole discretion, may change, relax, delete, add 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 received from the allottee and accepted by RDPL, the allottee shall pay an additional charge of Rs.5,000 (Rupees five thousand) for any such modification or amendment to RDPL.
- u. No failure to exercise and no delay in exercising on the part of RDPL any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- v. All rights and remedies of RDPL under the GTC shall be in addition to all other legal rights and remedies belonging to RDPL and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies as aforesaid and it is hereby expressly agreed and that the cancellation of allotment for any cause whatsoever shall be without prejudice to any and all rights and claims of RDPL, which shall or may have accrued prior thereto.
- w. If any provision of this GTC shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or applicable requirements of applicable law, such provision or part shall to that extent be deemed not to form part of this GTC, and the legality and enforceability of the remainder of this GTC shall not be affected.
- x. 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 these 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.
- y. RDPL has incurred substantial expenditures in the 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.
- z. No request for any discount / waiver on any account whatsoever will be entertained by RDPL.
  - aa. 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.
  - ab. Service charge wherever mentioned shall attract service tax as applicable and TDS and all payments specified in the Payment Schedule shall be exclusive of applicable taxes which shall be borne by the allottee.
  - ac. Any taxes / duties / cess / levies imposed by any statutory authority not mentioned anywhere in these General Terms and Conditions shall be imposed on the allottee wherever applicable. Any change in existing rates of taxes / duties / cess / levies imposed by any statutory authority, whether prospectively or retrospectively, shall also be applicable to the allottee as per statutory requirements.
  - ad. 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.

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 Signature of Sole/First Applicant

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 Signature of Second Applicant

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- ae. After taking the possession, the allottee(s) may make non-structural changes / aesthetical changes to the Apartment, 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 cause damage or encroachment on the structures of the building(s) in the complex.
- af. 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.
- ag. The Submission Centres as will be communicated 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.
- ah. RDPL shall provide detailed Do's and Don'ts during handing over possession of the Apartment to the allottee(s). Please note, the same shall be considered to be an integral part of this GTC.
- ai. The last date for sale of application kit and application form may be extended by RDPL at its sole discretion.
- aj. 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

The allottee will abide by the terms and conditions of these 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 these General Terms and Conditions or otherwise. If any loss is caused to RDPL due to any act or negligence of the allottee, the allottee will indemnify RDPL for such loss.

20. DISCLAIMER

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.

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

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Signature of Sole/First Applicant

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Signature of Second Applicant

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Annexure "B"

Description	DATE	Rs
Application Money	14.02.2014	50,000
Allotment Money	25.03.2014	2,37,750
1st Instalment	28.05.2014	9,250
	31.05.2014	3,56,001
	31.05.2014	11,000
2nd Instalment	31.10.2014	2,64,454
3rd Instalment	21.08.2015	1,48,821
	21.08.2015	35,409
4th Installment	24.12.2015	2,81,706
5th Installment	15.03.2016	1,84,453
6th Instalment	15.03.2016	1,84,453
7th Instalment	12.05.2016	1,63,112
	03.06.2016	21,341
		19,47,750