



**APPLICATION FORM  
&  
GENERAL TERMS & CONDITIONS**

**Antrix Housing LLP**

**Registered Office**

225C, A.J.C. Bose Road, 4th Floor, Kolkata – 700020

**Sales and Marketing Office**

Anandlok Building, 227, A.J.C. Bose Road, Block-B, 4th Floor, Kolkata-700020

Email: [sales@hilandcal.com](mailto:sales@hilandcal.com) | Website: [www.hiland.in/ganges](http://www.hiland.in/ganges)

Phone: +91 33 4037 3535 | Fax: +91 33 4037 3505

**APPLICATION FORM FOR  
HILAND GANGES**

Strike out portions that are not applicable and  
deposit the Application Form

Photograph of Sole/First Applicant
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**APPLICATION FORM FOR INDIVIDUALS**

Photograph of Second Applicant
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To  
Antrix Housing LLP  
227, Acharya Jagadish Chandra Bose Road, Anandlok Building  
Block-B, 4th Floor  
Kolkata – 700 020.

Dear Sir/Madam,

I/We wish to apply for allotment of an Apartment at Hiland Ganges. Given below are the required details.

**SOLE / FIRST APPLICANT**

Please  one

<input type="checkbox"/>	Sole Application
<input type="checkbox"/>	Joint Application

PLEASE FILL IN BLOCK LETTERS

1. Full Name : (Mr./Ms./Dr./Master) : \_\_\_\_\_
2. Father's/Husband's Name : \_\_\_\_\_
3. Date of Birth : DD  MM  YYYY
4. Nationality : \_\_\_\_\_
5. Occupation (please  one)
   
 Employed     Self-employed     Housewife     Student
   
 Others (Please specify) \_\_\_\_\_
6. Profession/Nature of business : \_\_\_\_\_
7. Citizenship status (please  one)
   
 Resident Indian     Non-Resident Indian     Person of Indian Origin
8. Permanent address: \_\_\_\_\_
   
 \_\_\_\_\_ City \_\_\_\_\_ Pin \_\_\_\_\_
   
 P.S. \_\_\_\_\_ P.O. \_\_\_\_\_ Country \_\_\_\_\_

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Second Applicant

9. Address for correspondence: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ Pin \_\_\_\_\_

P.S. \_\_\_\_\_ P.O. \_\_\_\_\_ Country \_\_\_\_\_

Same as above

Phone: (Residence) \_\_\_\_\_ (Work) \_\_\_\_\_ (Mobile) \_\_\_\_\_

Fax No: \_\_\_\_\_ E-mail: \_\_\_\_\_

10. If the Applicant is a minor please furnish proof of age of the minor along with the name & address of the natural guardian.

Name : \_\_\_\_\_

Address: \_\_\_\_\_

Relationship with minor : \_\_\_\_\_

11. Please  the document attached (photocopy)

IT PAN

GIR No. \_\_\_\_\_

Form 60

**SECOND APPLICANT (if any)**

PLEASE FILL IN BLOCK LETTERS

1. Full Name : (Mr./Ms./Dr./Master) : \_\_\_\_\_

2. Father's/Husband's Name : \_\_\_\_\_

3. Date of Birth : DD   MM   YYYY

4. Nationality : \_\_\_\_\_

5. Occupation (please  one)

Employed  Self-employed  Housewife  Student

Others (Please Specify) \_\_\_\_\_

6. Profession/Nature of business : \_\_\_\_\_

7. Citizenship Status (please  one)

Resident Indian  Non-Resident Indian  Person of Indian Origin

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Second Applicant



**FOR NON-RESIDENT PERSONS OF INDIAN ORIGIN APPLICANT(S) ONLY**

	For Sole / First Applicant	For Second Applicant (if any)
1. Native Place in India :	_____	_____
2. State:	_____	_____
3. District :	_____	_____
4. Passport (please ✓ one):	<input type="checkbox"/> Indian <input type="checkbox"/> Foreign	<input type="checkbox"/> Indian <input type="checkbox"/> Foreign
5. Passport Number:	_____	_____
6. Place of Issue:	_____	_____
7. Date of Issue:	_____	_____
8. Country of Residence:	_____	_____
9. Does the applicant hold any property in India?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please specify: _____		
_____		
10. Address for correspondence in India:	_____	
	City	Pin      State
11. Contact person in India for the Applicant(s):	_____	
Full Name: (Mr./Ms./Dr./Master):	_____	
Address for correspondence in India:	_____	
	City	Pin      State
Phone:	Fax:	E-mail:
12. i. (a) NRO Account No.	_____	_____
(b) Name of bank and branch	_____	_____
ii. (a) NRE Account No.	_____	_____
(b) Name of bank and branch	_____	_____
iii. (a) FCNR Account No.	_____	_____
(b) Name of bank and branch	_____	_____

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Second Applicant

**PAYMENT PLAN OPTED**

(please √ one)

- Down Payment                       80:20 Subvention Payment

**APARTMENT DETAILS**

- Tower \_\_\_\_\_  Floor No. \_\_\_\_\_  Apartment No. \_\_\_\_\_

**FOUR WHEELER PARKING PREFERENCE**

(please √ one)

- Covered Parking                       Open Parking                       No Parking

**PAYMENT DETAILS**

I/We enclose herewith Pay Order/ DD / Cheque No. \_\_\_\_\_ dated \_\_\_\_\_  
drawn on \_\_\_\_\_ Bank for Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)  
in favour of **"Antrix Housing LLP Escrow A/C"** , payable at Kolkata as application money.

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Second Applicant

### DECLARATION

1. I/We hereby solemnly declare that all the foregoing facts are true to the best of my/our knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform Antrix Housing LLP, of any future changes, related to the information and details stated in this Application Form.
2. I/We also declare that I/we have read and understood the terms and conditions of sale and other information /conditions stated in the General Terms & Conditions. I/We hereby solemnly accept and agree to abide by the same as also others as may be prescribed by Antrix Housing LLP in future and attach herewith a duly signed copy of the General Terms & Conditions with signatures on each page evidencing my/our acceptance of the same. I/We further agree to sign and execute the necessary documents as and when desired by Antrix Housing LLP.
3. I/We understand that the completed Application Form and Application Money have to be submitted at the office of Antrix Housing LLP at 227, A.J.C. Bose Road, Anandlok Building, Block-B, 4th Floor, Kolkata – 700020 during normal business hours.
4. I/We, do solemnly declare that I/we want and shall use the Apartment for residential purpose only.
5. I/We accept and agree that this Application is only a request for provisional allotment and does not create any right whatsoever or howsoever in my/our favour. I/We expressly and unequivocally understand that I/we shall not become entitled to the allotment of the Apartment, notwithstanding the fact that Antrix Housing LLP may have issued a receipt in acknowledgement of the money tendered with the application. I/We further understand that the expression 'allotment' wherever used herein shall always mean provisional allotment which shall not constitute an 'agreement for sale'. It is only after I/we sign and execute the deed agreeing to abide by the terms and conditions laid down therein, that the said provisional allotment shall become final and binding upon Antrix Housing LLP.
6. I/We acknowledge and accept that Antrix Housing LLP reserves the right to reject any application at its sole discretion without assigning any reason.
7. I/We undertake to obtain all permissions, if any required under the law, pertaining to purchase by me/us of a residential apartment in India.

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Second Applicant

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Note: This application is to be read with and forms an integral part of the General Terms & Conditions (GTC).

**APPLICATION FORM FOR OTHER ENTITY (IES)**

Antrix Housing LLP,  
227, Acharya Jagadish Chandra Bose Road, Anandlok Building  
Block-B, 4th Floor  
Kolkata – 700 020.

Dear Sir/Madam,

I/We wish to apply for allotment of an Apartment at Hiland Ganges. Given below are the required details.

PLEASE FILL IN BLOCK LETTERS

1. Name of the organisation: \_\_\_\_\_

2. Address of registered office / head office: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ Pin \_\_\_\_\_

P.S. \_\_\_\_\_ P.O. \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

3. Date of Incorporation: \_\_\_\_\_

4. Address of correspondence: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ Pin \_\_\_\_\_

P.S. \_\_\_\_\_ P.O. \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

5. Details of authorized signatory

Mr./Ms./Dr./ Master \_\_\_\_\_

Designation: \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

\_\_\_\_\_  
Signature of the Authorized Signatory with Seal



## 6. Contact person in Kolkata with designation

Mr./Ms./Dr./ Master \_\_\_\_\_

Designation: \_\_\_\_\_

Phone \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail \_\_\_\_\_

## 7. Please ✓ the document attached (photocopy)

 IT PAN  GIR No. \_\_\_\_\_ Form 60

## 8. We enclose herewith:

Copy of the Board Resolution dated \_\_\_\_\_ and Memorandum &amp; Articles of Association / Partnership Deed.

**PAYMENT PLAN OPTED**

(please ✓ one)

 Down Payment 80:20 Subvention Payment**APARTMENT DETAILS** Tower \_\_\_\_\_  Floor No. \_\_\_\_\_  Apartment No. \_\_\_\_\_**FOUR WHEELER PARKING PREFERENCE**

(please ✓ one)

 Covered Parking Open Parking No Parking**PAYMENT DETAILS**

I/We enclose herewith Pay Order/ DD / Cheque No. \_\_\_\_\_ dated \_\_\_\_\_

drawn on \_\_\_\_\_ Bank for Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only)

in favour of "**Antrix Housing LLP Escrow A/C**", payable at Kolkata as application money.\_\_\_\_\_  
Signature of the Authorized Signatory with Seal

## DECLARATION

1. We hereby solemnly declare that all the foregoing facts are true to the best of our knowledge and nothing relevant has been concealed or suppressed. We also undertake to inform Antrix Housing LLP, of any future changes, related to the information and details stated in this Application Form.
2. We also declare that we have read and understood the terms and conditions of sale and other information /conditions stated in the General Terms & Conditions. We hereby solemnly accept and agree to abide by the same as also others as may be prescribed by Antrix Housing LLP in future and attach herewith a duly signed copy of the General Terms & Conditions with signatures on each page evidencing our acceptance of the same. We further agree to sign and execute the necessary documents as and when desired by Antrix Housing LLP.
3. We understand that the completed Application Form and Application Money have to be submitted at the office of Antrix Housing LLP at 227, A.J.C. Bose Road, Anandlok Building, Block-B, 4th Floor, Kolkata – 700020 during normal business hours.
4. We do solemnly declare that we want and shall use the Apartment for residential purpose only.
5. We accept and agree that this Application is only a request for provisional allotment and does not create any right whatsoever or howsoever in our favour. We expressly and unequivocally understand that we shall not become entitled to the allotment of the Apartment, notwithstanding the fact that Antrix Housing LLP may have issued a receipt in acknowledgement of the money tendered with the application. We further understand that the expression 'allotment' wherever used herein shall always mean provisional allotment which shall not constitute an 'agreement for sale'. It is only after we sign and execute the deed agreeing to abide by the terms and conditions laid down therein, that the said provisional allotment shall become final and binding upon Antrix Housing LLP.
6. We acknowledge and accept that Antrix Housing LLP reserves the right to reject any application at its sole discretion without assigning any reason.
7. We undertake to obtain all permissions, if any required under the law, pertaining to purchase by us of a residential apartment in India.

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Signature of the Authorized Signatory with Seal

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Note: This application is to be read with and forms an integral part of the General Terms & Conditions (GTC).

## HILAND GANGES GENERAL TERMS & CONDITIONS (“GTC”)

1. Hiland Ganges offers apartments (each of them hereinafter collectively referred to as “Apartments” and individually as an “Apartment”). The terms and conditions given below shall be more comprehensively set out in the Conveyance Deed, which upon execution shall supersede the terms and conditions set out in this GTC, to the extent of any conflict.

### 2. WHO CAN APPLY:

a. An individual, i.e., a person of the age of majority or a minor through his/her legal or natural guardian, whether an Indian Citizen or a Person of Indian Origin (“PIO”) or a Non-Resident Indian (“NRI”) as defined in the Foreign Exchange Management Act, 1999 (“FEMA”) (in case of a minor, age proof and name and address of the natural guardian to be supplied).

b. Other entity(ies), i.e., a body corporate incorporated in India or a partnership or HUF or any other association of persons (AOP) recognized as a legal entity under the laws of India.

Provided that, the individual /entities specified in (a) and (b) hereinabove do not otherwise suffer from any legal limitations with respect to entering into a contract for purchase / sale of immovable property.

c. The Applicant qualifying for allotment may be required to furnish such documentary evidence as deemed appropriate to satisfy Antrix Housing LLP (“AHLLP”) of the Applicant’s ability to arrange and/or pay the price of the Apartment.

### 3. HOW TO APPLY:

a. A person intending to purchase an Apartment (“Applicant”) will have to apply in the prescribed Application Form. It is important that care is taken to go through and understand the terms, conditions and instructions before filling and signing the Application Form.

b. The application shall be accompanied by an A/c payee demand draft or pay order or cheque drawn in favour of ‘Antrix Housing LLP Escrow A/c’ on any bank payable at Kolkata for the amount of the application money as mentioned in the payment schedule provided by AHLLP (“Payment Schedule”).

c. Applications from PIOs and NRIs 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 NRE / FCNR (B) /NRO account with banks in India in compliance with the provisions of FEMA and shall be accompanied by a declaration to the effect that the Applicant shall use the Apartment for residential purpose.

d. 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.

e. The completed Application Form and the GTC duly filled and signed by the Applicant along with the demand draft / pay order /cheque (cash payments shall not be accepted under any circumstances) should be submitted at the Sales & Marketing office of AHLLP at Anandlok Building, 227 A.J.C. Bose Road, Block-B, 4th floor, Kolkata – 700020 during the normal business hours on working days.

### 4. ALLOTMENT PROCESS

a. It is the endeavour of AHLLP to be fair, transparent and equitable in the method of allotment of the Apartments.

b. AHLLP respects the desire of each Applicant to choose the Apartment and its effort will be to try and accommodate such choice to the extent possible.

c. AHLLP is offering allotment of the Apartments on a ‘first-come-first-served’ basis. Prospective applicants will be offered options from available Apartments. The Applicants will have to mention in their Application Forms their preference for the Apartments. Applications not containing an indication of preference may be rejected by AHLLP, in its sole discretion.

d. Only fully and correctly completed applications accompanied with payment of the stipulated amount of application money shall be considered for the purpose of allotment; however, AHLLP may, at its sole discretion, allow applications containing minor discrepancies or deficiencies to be rectified and considered for allotment of Apartments.

e. The Apartments on offer will be provisionally allotted to the Applicants by issuance of ‘Provisional Allotment Letters’ in favour of such Applicants (“Allottee(s”).

f. The allotment by AHLLP will be provisional and will be subject to the Allottee’s compliance with the provisions set out in this GTC, the Payment Schedule and the Provisional Allotment Letter. The allotment will remain provisional till such time that the total price i.e. the price set out in the Provisional Allotment Letter, together with all such additional charges, as may be stipulated by AHLLP (“Total Price”) 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 the provisions of this GTC. Timely payment by the Allottee(s) shall be the essence of the allotment.

g. AHLLP will acknowledge receipt of the demand draft/ pay order/ cheque (cash payments shall not be accepted under any circumstances) by issue of money receipts.

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:-

#### Antrix Housing LLP

Anandlok Building, 227 A.J.C. Bose Road, Block – B, 4th floor, Kolkata – 700 020

Applications sent by post should reach the above address within 10.00 a.m. to 5.30 p.m. on weekdays (Monday to Friday) or within 10.00 a.m. to 2.00 p.m. on Saturdays, excluding bank/ public holidays.

Acknowledgements for all applications received by post, shall be sent to the Applicant by AHLLP.

i 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/ cheque;
- One photocopy of PAN card (self-attested), of the Applicant and the co-Applicants;
- 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 of the company, 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

Signature of Sole/First Applicant

Signature of Second Applicant

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

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 the absence of PAN card;
- Photocopy of PIO/OCI card for the applicants holding PIO status; and
- Photocopy of passport for NRI applicants.

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

- a. AHLLP 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, and after deduction of such other tax/levy as may be applicable at the time of such rejection by AHLLP in accordance with the terms herein contained and the Applicant shall not raise any objection to the same.
- d. On rejection of the application, refund of money, without any interest or compensation and after deduction of service charge and taxes, will be made in favour of the Applicant by A/c payee cheque payable at Kolkata, which will be dispatched at the address of correspondence as mentioned by the Applicant in the Application Form and/or as per the record of AHLLP.
- e. For the avoidance of doubt, it is hereby clarified that AHLLP 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. No claim for any damages whatsoever shall be tenable in the event of cancellation of the allotment of the Apartment by AHLLP on any grounds whatsoever. Upon such rejection/cancellation, the Applicant will not have any right, interest or lien on the Apartment and AHLLP will have the right to allot the Apartment in favour of any other Applicant.
- g. Refund of application money to unsuccessful NRIs and/or PIOs will be made without any interest, by dispatch of the same by AHLLP, by registered post to the Indian correspondence address given in the Application Form.

#### 6. WITHDRAWAL OF APPLICATION

##### a. Before Allotment

An Applicant may withdraw his/her/its application at any time before allotment and may get refund of the application money without any interest and after deduction of service charge @ 10% (ten percent) of the application money.

##### b. After Allotment

An Allottee is free to withdraw his/her/its application at any time after allotment but before the possession of the Apartment is made over, through

written intimation to AHLLP subject to a 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 withdrawal, 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 withdrawal by AHLLP.

- c. Any such request for withdrawal of application shall be in writing and the requisite amount will be refunded by dispatch of the same by AHLLP, 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 AHLLP. All charges and expenses that may be incurred by AHLLP in making such refund shall be borne by the Applicant. The Applicants may also collect their refunds from AHLLP's office at Anandlok Building, 227 A.J.C. Bose Road, Block – B, 4th floor, Kolkata – 700 020 during office working hours
- d. For the avoidance of doubt, it is hereby clarified that AHLLP shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of the aforesaid refund by the Applicants/Allottees, 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/Allottee or loss in transit.
- e. Upon withdrawal by the Allottee, AHLLP 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 Provisional Allotment Letter issued to it shall also stand terminated.

#### 7. PRICE

- a. The price for the Apartment shall be paid by the Allottee as indicated in the Provisional Allotment Letter.
- b. All payments (except the application money, which shall be governed by the provisions of paragraph 3 of this GTC) shall be made by the Applicant / Allottee by cheque / pay order / demand drafts / swift transfer in favour of 'Antrix Housing LLP Escrow A/c' payable at Kolkata. On any payments being made by outstation / dollar cheques, the Applicant / Allottee shall pay to AHLLP, 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 AHLLP 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 AHLLP that such transfer has been made along with details of the transfer, failing which AHLLP 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 and the Provisional Allotment Letter 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. If such charges are increased (with retrospective effect) after the Conveyance Deed has been executed, then these charges shall be treated as unpaid price of the Apartment(s) and AHLLP shall have lien on the Apartments of the Applicant(s)/ intending Allottee(s) for the recovery of such charges. The determination of the share and demand shall be final and binding on the Applicant till the said Apartment(s) is assessed separately and he shall be bound to make such payment within 30 (thirty) days of such intimation.

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Signature of Sole/First Applicant

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Signature of Second Applicant

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

- d. The Applicant(s)/ intending Allottee(s) understands that in addition to Total Price, the Applicant(s)/ intending Allottee(s) shall be liable to pay service tax as provided in the payment plan as per the rates applicable and revised from time to time. However, AHLLP shall not be liable to refund the service tax already deposited to the government, if at any stage government revokes/ withdraws the service tax till the time the same is actually received back in the account of AHLLP.
- e. After issuance of the Provisional Allotment Letter any manner of change, including but not limited to change in the payment plan, change in the Apartment/ vehicle parking space, change in the name of the Allottee(s) to incorporate specifically only the name of the spouse or child or parents of the Allottee, may be entertained at the sole discretion of AHLLP subject to clearance of all dues by the Allottee(s) and further subject to payment of an extra charge of Rs.5000 (Rupees five thousand) per change by the Allottee.

#### 8. REBATE

- a. If the Allottee pays the Total Price as indicated in the Provisional Allotment Letter 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 AHLLP.

#### 9. VEHICLE PARKING

- a. AHLLP is committed to a fair, transparent and equitable method for allotment of four wheeler vehicle parking spaces. To secure the aforesaid objective, AHLLP is offering allotment of vehicle parking spaces on 'first-come-first-served' and 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. Earmarking of specific vehicle parking spaces will be done by draw of lots before handing of possession of the Apartment and the decision of AHLLP 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 AHLLP.
- 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 AHLLP.
- g. Allottee(s) shall use the parking space or any part thereof for purposes for parking of 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.

#### 10. 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 AHLLP a nomination form as prescribed by AHLLP.

Further, the nominee will be required to continue timely payment of all instalments due with respect to the Apartment and other charges to AHLLP 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 the GTC or fails to pay any requisite amounts, AHLLP 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 and after deduction of such other tax/levy as may be applicable at the time of such cancellation by AHLLP. 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 AHLLP 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, AHLLP shall have the right in 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 and after deduction of such other tax/levy as may be applicable at the time of such cancellation by AHLLP.
- c. It is hereby clarified that AHLLP 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, AHLLP 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. AHLLP 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.

#### 11. DELAY IN PAYMENT OF INSTALMENTS AND/OR OTHER DUES

- a. AHLLP 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, the Provisional Allotment Letter and/or the Payment Schedule in the following order:

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Signature of Second Applicant

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- (i) Interest, if any, accruing from delay in payment of any instalments and/or any other dues payable by the Allottee beyond the stipulated time;
  - (ii) Repayment of instalments; and
  - (iii) Costs, charges, expenses and other monies; and AHLLP 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 the GTC, the Provisional Allotment Letter 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 Provisional 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 @ 12% (twelve 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, AHLLP 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 and after deduction of such other tax/levy as may be applicable at the time of such cancellation by AHLLP. Further, upon cancellation of the allotment, the Allottee shall have no manner of right, claim, interest or demand over the Apartment and/or against AHLLP.
  - e. If any charges, fees or taxes required to be paid by the Allottee in relation to the Apartment remains unpaid on the due date for such payment, such fees, charges, taxes shall be treated as unpaid sale price of the allotted Apartment and AHLLP shall have lien on the allotted Apartment for the recovery of such fees, charges and taxes.

**12. POSSESSION**

- a. Subject to force majeure, AHLLP will endeavour to give possession of the Apartment to the Allottee(s) within 42 (forty two) months from the date of the Provisional Allotment Letter. If, subject to force majeure, AHLLP fails to give possession of the Apartment within the said 42 (forty two months) from the date of the Provisional Allotment Letter, then AHLLP shall be entitled to a grace period of three (3) months ("Grace Period"). However, if on expiry of the said Grace Period, AHLLP fails to give possession of the Apartment (except due to force majeure), the Allottee will be entitled to compensation in accordance with the provisions mentioned herein below.
- 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 AHLLP.

- c. AHLLP, as a result of such a contingency arising, reserves the right to alter or vary the GTC, or if the circumstances so warrant, AHLLP 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 AHLLP does not give possession of the Apartment to the Allottee within the stipulated time, including the Grace Period (subject to force majeure as stated in paragraph 12(a) and (b)), then AHLLP will pay compensation to be calculated @ 12% (twelve percent) per annum on the total amount mentioned in the Payment Schedule, 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. Provided that, the aforementioned rate of compensation shall not be payable to Allottees who have opted for the subvention scheme and AHLLP shall pay as compensation to such Allottees only the pre-emi interest from the scheduled date of possession till the 'date of possession' (as defined hereinafter).

**13. TRANSFER OF APARTMENT**

- a. Prior to registration of the Conveyance Deed in accordance with paragraph 14 below, no transfer or alienation of interest in the Apartment in full or in part, shall be permitted or recognized by AHLLP (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 AHLLP, 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 AHLLP. Such transfer shall be on acceptance of the GTC on the part of the transferee. Provided no transfer fee is payable in case of transfer to the spouse or child or parents of the Allottee(s). It is further clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a transfer unless such joint allottee is the spouse or child or parent of the original allottee(s). 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.

**14. 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 by AHLLP 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 AHLLP, 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 AHLLP 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.

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- c. On and from the 'date of possession' of the Apartment, (a) the Allottee shall be liable to pay AHLLP (or its nominee or nominees) all maintenance charges, rates, taxes (including property tax), levies, outgoings, deposits including security deposits or assessments pertaining to the Apartment wholly and pertaining to the common areas, sport and recreational facilities and club proportionately, together with interest thereon, if any, payable till the date of such proposed transfer, without dissent or demur; (b) the Apartment will be at the sole risk and cost of the Allottee and AHLLP will have no liability or concern thereof; and (c) the Allottee will not be entitled to raise any claim against AHLLP in respect of the Apartment for any reason whatsoever.
- d. 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.
- e. In case the Allottee(s) does/do not take possession on the 'date of possession' then the Allottee(s) shall pay to AHLLP holding charges @ Rs.2,500 (Rupees two thousand five hundred) per month from the 'date of possession' to the actual date when the physical possession is taken by the Allottee(s). The said holding charges shall be payable by the Allottee(s) over and above the maintenance charges and other outgoings that each of the Allottee(s) is bound and liable to pay in terms hereof.
- f. It is further clarified that physical possession of the Apartment shall be withheld till all dues are cleared by the Allottee(s) in respect of the Apartment, at the cost of the Allottee.
- g. The Conveyance Deed will be drafted by the solicitors/advocates of AHLLP and the same shall be in such form and shall contain such particulars as may be approved by AHLLP. Request for changes whatsoever in the Conveyance Deed may be considered at the sole discretion of AHLLP. Each of the Allottee(s) shall pay such documentation/legal charges as notified by AHLLP.
- h. 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 AHLLP 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 and after deduction of such other tax/levy as may be applicable at the time of such cancellation by AHLLP.
- i. Any increase in stamp duty or incurrance of additional charges payable due to delay in execution and registration of the Conveyance Deed shall solely be to the account of the Allottee and the Allottee shall be required to indemnify AHLLP against any such loss incurred or suffered due to such delay in execution of the Conveyance Deed.
- j. The Allottee(s) will adhere to such process of registration of the Conveyance Deed as may be stipulated by AHLLP in due course.
- k. 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 AHLLP, in favour of his/ her/ their authorised representative will be submitted by the Allottee to AHLLP within such time as may be stipulated by AHLLP.

#### 15. 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 AHLLP from time to time. The Allottee shall be bound to make such payments within 15 (fifteen) days from the date of notice of payment from AHLLP.
- b. These payments shall be deemed to form part of the Payment Schedule and the Provisional Allotment Letter and any default in payment thereof shall attract the provisions of paragraph 11 herein.

#### 16. MANAGEMENT OF HILAND GANGES

- a. A suitable entity (to be selected by AHLLP at its sole discretion) shall be entrusted with the maintenance and management of all the common areas and facilities that serve "Hiland Ganges" ("Manager"). All such common areas and facilities shall be identified by AHLLP at its sole discretion. Till such time the Manager is so appointed, AHLLP 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 Ganges" 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 AHLLP 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, AHLLP may in its sole discretion recover such amounts from the Corpus Deposit mentioned in paragraph 17 of the GTC.
- 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 AHLLP and the Allottee gives his/her/its unfettered and irrevocable consent for the same. In particular, AHLLP 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 Ganges".
- 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, AHLLP 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 AHLLP or its nominee or nominees may deem fit and the Allottee gives his/her/its unfettered and irrevocable consent to the same.

#### 17. CORPUS DEPOSIT

- a. The Allottee shall be required to contribute funds towards repairs, replacements, improvements and developments in "Hiland Ganges" ("Corpus Deposit"). AHLLP 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 AHLLP or its nominee / nominees may deem fit and proper.
- b. The Allottee hereby understands and irrevocably agrees that the Corpus Deposit

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is held by AHLLP 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 17, 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 AHLLP 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 AHLLP 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 17, then such outstanding amounts may be deducted from the Corpus Deposit by AHLLP or its nominee(s) or the Manager and all taxes that may be levied on AHLLP or its nominee(s) or the Manager, on account of making such deductions, shall be borne by the Allottee.

**18. CLUB**

- a. "Hiland Ganges" shall have a club for the use of the residents, for which each Allottee shall be compulsorily required to pay a non-refundable and non-adjustable sum in the manner indicated in the Payment Schedule. The charges of the club payable by the allottee shall be determined by AHLLP from time to time.
- b. AHLLP or its nominee or nominees shall have the right to operate and manage the club and to levy and recover charges and the Allottee shall be compulsorily required to make payment of the same.
- c. AHLLP 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 AHLLP and each Allottee shall be bound by the same.

**19. GENERAL**

- a. It is understood that the Applicant has applied for allotment of a residential Apartment at "Hiland Ganges" 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 AHLLP in the land on which "Hiland Ganges" will be / is being constructed.
- b. AHLLP will not entertain any requests for modification in the internal layouts of the Apartment and/or external facades of the building. However, in case an Allottee requests AHLLP for changes in the internal layout of the Apartment, such changes, if any, shall be allowed at the sole discretion of AHLLP and shall be carried out at the costs and expenses of the Allottee. Upon the written request of the Allottee, AHLLP, 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 AHLLP, provided that, the Allottee shall be obliged to adhere to the layout plan provided by AHLLP on completing the Apartment. However, all statutory charges payable to the concerned authority for any change in the plans will have to be borne by the Allottee.
- 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 up to a maximum of 2% (two percent)) of the Apartment, specifications of the materials proposed to be used, common areas and facilities and components of "Hiland Ganges", building(s) and the Apartment are tentative and are subject to variation. AHLLP 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 AHLLP. In the event of paucity or non-availability or non-viability of any material AHLLP may use alternative materials/article but of similar good quality. The decision of AHLLP on such changes shall be final.

- d. The Allottee acknowledges and accepts that "Hiland Ganges" is being developed in clusters of buildings with different spaces / apartment types and sizes. All common areas and facilities in each building and all common areas, infrastructure and facilities serving the "Hiland Ganges" have been aggregated and proportionately allocated to the built-up area of each Apartment to arrive at their super built-up area.
- e. It is expressly clarified that the computation of the Total Price does not include any element of recovery or payment towards land, construction, including land outside the footprint of the constructed area on pro-rata of number of storeys of building, un-allotted parking spaces whether covered or open, running and operation of the common amenities and facilities.
- f. The Allottee shall have no manner of right or interest in respect of any terraces / roofs / appurtenant gardens in all buildings / structures comprising "Hiland Ganges" unless specifically so granted by AHLLP.
- g. AHLLP shall have the right and absolute authority to deal with the land comprising the entire "Hiland Ganges", 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, AHLLP 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 Ganges" 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 Ganges" and clearly identified in the Conveyance Deed.
- h. AHLLP or its nominee(s) reserve the right to be able to apply any part of the infrastructure and facilities of the "Hiland Ganges" development to any purpose whatsoever at their sole discretion.
- i. The Allottee hereby authorizes, permits and shall have no objection to AHLLP 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. 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 FEMA, 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 AHLLP with such permissions, approvals which would enable AHLLP 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 thereunder 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

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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 AHLLP fully indemnified and harmless in this regard.

- k. All correspondences will be made with the Allottee at the address for correspondence on the records of AHLLP initially indicated in his/her/their Application Form. Any change of address shall have to be notified in writing to AHLLP at its sales & marketing office and acknowledgement obtained for such change. In case there are joint allottees, all communications shall be sent by AHLLP to the Allottee whose name appears first and which shall for all purposes be considered as served on both the Allottees. Communications sent by AHLLP shall be deemed to have been received by the Allottee.
- l. 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 AHLLP till such date of cancellation shall stand refunded in full without interest and without any deduction.
- m. The Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreements, electricity agreements and other papers as per formats prepared by AHLLP and do all such acts, deeds and things as AHLLP may deem fit and necessary in the interest of development of the "Hiland Ganges". In case of joint allottees, any document signed / accepted / acknowledged by any one of the Allottees, shall be binding upon the other Allottee.
- n. Complaints, if any, regarding fittings and fixtures etc. provided in the Apartment will be required to be brought to the notice of AHLLP 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 AHLLP, 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.
- o. The Allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by AHLLP within 15 (fifteen) days of being called upon in writing to do so by AHLLP, 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.
- p. The courts at Kolkata shall have exclusive jurisdiction in all matters concerning this transaction.
- q. AHLLP reserves the right to effect any changes to the structure and manner in which the Apartments will be transferred to the Allottees.
- r. AHLLP reserves the right to change the name of the project and/or any parcels of land or developments within the "Hiland Ganges" development.
- s. AHLLP 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. AHLLP, 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 AHLLP, the Allottee shall pay an additional charge of Rs.5,000 (Rupees five thousand) for any such modification or amendment to AHLLP.
- u. No failure to exercise and no delay in exercising on the part of AHLLP 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 AHLLP under the GTC shall be in addition to all other legal rights and remedies belonging to AHLLP 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 AHLLP, 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 AHLLP to the Allottee, subject to the Allottee's compliance with the provisions set out in the GTC, the Payment Schedule and Provisional Allotment Letter and upon timely payment of all amounts, including all fees and taxes and duties, by the Allottee.
- y. AHLLP has incurred substantial expenditures in the development of "Hiland Ganges" and any cancellations / defaults on the part of the Allottee(s) result in losses which are suffered by AHLLP. The Allottee(s) hereby irrevocably agree that that all service charges levied/forfeitures made by AHLLP 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 AHLLP under this GTC.
- z. No request for any discount / waiver on any account whatsoever will be entertained by AHLLP.
- 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.
- bb. Service charge wherever mentioned shall attract service tax as applicable and TDS and all payments specified in the Payment Schedule and the Provisional Allotment Letter shall be exclusive of applicable taxes which shall be borne by the Allottee.
- cc. Any taxes / duties / cess / levies imposed by any statutory authority not mentioned anywhere in this GTC 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.
- dd. The Allottee(s) shall not use the said Apartment for commercial purposes or use the same for any immoral or illegal activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose.
- ee. After taking the possession, the Allottee(s) may make non-structural changes / aesthetical changes to the Apartment, subject to prior approval and consent of AHLLP 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.
- ff. 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

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to CESC.

- gg. AHLLP 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.
- hh. In the event that any documents are misplaced, AHLLP reserves the right to ask the Applicant to resubmit the documents to AHLLP and also reserves the right to reject the application, if the same are not provided.
- ii. Application in the prescribed form is subject to the terms and conditions contained herein.

**20. INDEMNITY**

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

**21. DISCLAIMER**

- a. AHLLP 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 AHLLP 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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Signature of Authorized Signatory with Seal  
(only for Other Entity (IES))

### FORM NO.60

[See third proviso to rule 114B]

Form of declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 11B

1. Full name and address of the declarant

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2. Particulars of transaction

3. Amount of the transaction

4. Are you assessed to tax? Yes/No

5. If yes,

(i) Details of Ward/Circle/Range where the last return of income was filed?

(ii) Reasons for not having permanent account number/General Index Register Number?

6. Details of the document being produced in support of address in column (1)

### VERIFICATION

I, \_\_\_\_\_ do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verify today, the \_\_\_\_\_ day of \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

\_\_\_\_\_  
Signature of the declarant

**Instructions:** Documents which can be produced in support of the address are :-

- (a) Ration Card
- (b) Passport
- (c) Driving licence
- (d) Identity Card issued by an institution
- (e) Copy of the electricity bill or telephone bill whoing residential address
- (f) Any document or communication issued by an authority of Central Government, State Government or local bodies showing residential address.
- (g) Any other documentary evidence in support of his address given in the declaration.



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