



GENERAL TERMS & CONDITIONS

GENERAL TERMS & CONDITIONS (GTC)

CHAPTER-I: INTRODUCTION

Merlin Projects Limited (Promoter) is developing a township in the name and style of "RISE" The Sports Republic, hereinafter referred to as "Rise" at Bishnupur, P.O. & P.S. Rajarhat, Kolkata - 700135, West Bengal. The proposed township may have several zones for multi use development comprising of residential housing, Residents' Club, with sports arena, commercial, educational institution, healthcare etc., and these zones will be developed as per the Promoter's decision in a phased manner.

One of such zone is earmarked for residential housing under development in RISE, Phase 1A as residential complex ("Phase 1A") on about 13139 sq. mt. of Land (as defined hereinafter) as per layout plan indicated in the 'Annexure-1' to this GTC. The said Phase 1A will comprise of 4 (four) multistoried buildings ("Towers") namely "Trafford" (Tower-1C), "Colosseum" (Tower-1D), each tower of G+18 stories, "Olympia" (Tower-2A) and "Oval" (Tower-2B) each tower of 28+G+22 stories consisting of several apartments hereinafter referred to as "Units" of different types and Phase 1A Amenities (as defined hereinafter). The Plans sanctioned & approved by Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas vide Approval Order No. 365/RPS dated 29.04.2021, which inter alia includes sanction of the Phase 1A. The Promoter proposes to allot selected number of Units by electronic lottery out of the total Units available within the Phase 1A.

The present Application/General Terms & Conditions (GTC) is limited in its scope only in respect of Phase 1A project.

CHAPTER-II: DEFINITIONS AND ABBREVIATIONS

Unless otherwise specified, the following terms shall have the meanings assigned to them thereof:

TERM	DEFINITION
Allottee/s	shall mean the Applicant/s in whose favour a provisional Allotment is made by the Promoter.
Application Kit	shall mean the set of documents comprising of the Application form, Application Procedure, this GTC, list and annexures each thereto
Application Amount	shall mean the prescribed amount as mentioned in the Payment Schedule to be paid along with the Application Form.
Association	The body of the owners of the Units to be created by the Promoter in accordance with the West Bengal Apartment Ownership Act, 1972, as amended or any prevailing law in force.
Carpet Area	shall mean as defined in Real Estate (Regulation and Development) Act, 2016 (RERA)

TERM	DEFINITION
Promoter	shall mean Merlin Projects Limited, a company incorporated under the Companies Act 1956, having its registered office at 22 Prince Anwar Shah Road, Kolkata 700 033.
Promoter Website	shall mean the website at the link : https://www.merlinrise.com/
Project	shall mean Phase-1A of the township in the name and style of "RISE" to be constructed by the Promoter on the Phase 1A Land having 4 Towers with Phase 1A Amenities together with the Phase 1A Land.
Phase 1A Amenities	shall mean the common amenities and facilities for each such tower as well as for Phase 1A as a whole as per Annexure to the Model Agreement
Phase 1A Land	shall mean land Area of approx. 13139 sq. mt. on which the Project is proposed to be built.
Payment Schedule	shall mean the Payment Schedule as given in Annexure-3 for different Category of Unit/s.
Sale Price	shall mean the Sales consideration payable by the Allottee/s in respect of the allotted Unit.
Lottery Application/ Submission Centre	shall mean the centers at addresses mentioned in the list annexed to the GTC
Towers	shall mean the multi-storied buildings within the Project containing 2/3 BHK Units.
Township	shall mean the proposed township being developed by the Promoter under the name and style of "RISE" at Bishnupur, P.O. & P.S. Rajarhat, Kolkata - 700135, West Bengal.
Real Estate Laws	shall mean the Real Estate (Regulation and Development) Act, 2016 and any other statute, rules, regulations arising therefrom as may be applicable to the Project and include any modifications, amendments, repeals and/or re enactments connected therewith.
Model Agreement	shall mean the format of agreement which shall broadly apply to the allottees of the Project and a copy of which is uploaded on the Promoter Website, a printed copy is available at the Promoter's Head Office and at the project site office. The same shall be subject to changes as may be required by circumstances necessitating the same including the Real Estate Laws as applicable from time to time.

CHAPTER III: PHASES AND SHARING

- 3.1** The Promoter has conceptual plans of other user zones and future phases which are in initial stage of planning and are yet to be finalized which may have several building in multiple phases in future in lands close to the Phase 1A Land as follows:
- 3 (three) Towers on identified portion of a piece and parcel of land measuring about 12661 sq. mt. more or less located at another divided and demarcated portion of Phase 1 and as highlighted in the layout plan shown in Annexure 1 (**Phase 1B Land**) and conceptualized at present to contain Units of Type - /0*1./0 and spaces for parking facility.
 - 2 (two) Towers on identified portion of a piece and parcel of land measuring about 7553 sq. mt. more or less located at another divided and demarcated portion of Phase 1 and as highlighted in the layout plan shown in Annexure 1 (**Phase 1C Land**) and conceptualized at present to contain Units of Type - /0*1./0 and spaces for parking facility.
 - The Promoter has also secured contracts for development of additional connected lands and is also in discussions and negotiations for securing contracts for development of more lands in the vicinity (**Future Lands**).
 - The Promoter has obtained combined sanction of Phase 1A Land, Phase 1B Land, Phase 1C Land, land comprising of the Special Facilities (as defined hereinafter), residents' club and land kept for future development. The proposed township is a large one to be developed in different blocks/ phases, as a result, it is not possible for the Promoter to utilize the entire

development potential available specific to the land parcel comprised in different blocks / phases. Accordingly, the Promoter reserves the rights to utilize such development potential available amongst the different blocks/phases for efficient planning of the said township and the applicant is aware and has accepted the same. The Allottees of the Project to be comprised in Phase 1A Land, Phase 1B Land and Phase 1C land shall share the amenities and facilities as may be made available by the Promoter. Until commencement and completion of Project in Phase 1B and 1C or any part thereof, only those facilities and amenities as are erected and installed at Phase 1A Land shall be deemed to form part of the Project. Upon construction of phases in Phase 1B Land and Phase 1C Land, the facilities and amenities shall be expanded by facilities and amenities as may be made available in such phases and Applicant/Allottees hereby consents to the same.

- e. The mentioning of the future phases pertaining to Phase 1B, Phase 1C, other user Zones, and Future Lands are not to be taken as any commitment to any Applicant and the Promoter is free to modify, alter, delay, abandon its plans in respect of all or any of these lands without being liable for any question or claim by the Applicant. However, in case the plan in respect of any of these lands fructify with or without modification or alteration then the Applicant is hereby made aware of the consequential terms and conditions contained in the GTC pertaining thereto and the Applicant shall be bound by the same.
- f. All or any of these Phase 1B and Phase 1C Land and Future lands that may be developed in multiple phases in future **#RISE Future Phases**) shall at the discretion of the Promoter be included in the Complex of "RISE" and may be treated as such. Until then, the RISE Phase 1A shall comprise of such Complex.

3.2 RISE Shared Facilities:

The RISE Phase 1A, Residents' Club, Special Facilities and RISE Future Phases shall all be connected by common entry/exit gates with network of arterial road, driveways and pathways and there shall also be certain electrical, water, drainage and sewerage lines and junctions which shall be common between the RISE Phase 1A, Residents' Club Special Facilities and RISE Future Phases or any of them.

3.3 Residents' Club:

The Promoter offers to cause multi facility Residents' Club which shall, inter alia, have facilities as provided in **Annexure 5**. The Residents' Club is to be constructed outside the periphery of Phase-1A, on a separate portion of land as shown in the layout plan annexed hereto. The said Residents' Club shall not form part of the Project however shall be for common use of owners and occupiers of Phase 1A and RISE Future Phases, subject to adherence of the applicable rules and payment of applicable charges

3.4 Parking Facility:

The Promoter has limited number of parking spaces which is intended to be allotted to the allottees of the Units. The Phase 1A has been currently planned with Phase 1A Parking Facility with provision to allot additional parking facility requirements of the allottees of Phase 1A at any portion of the RISE Future Phases including the parking spaces for Phase 1B Land, Phase 1C Land and RISE Future Phases presently sanctioned or to be sanctioned by the competent authority. The Applicants shall be deemed to have accepted the same. The same mechanism may be adopted by the Promoter in respect of additional parking requirements in respect of allottees of any of the RISE Future Phases for allotment in the parking areas in the Project.

CHAPTER IV: RELATED DOCUMENTS AND DIRECTION TO EACH APPLICANT

- 4.1** The Promoter has also uploaded the Model Sale Agreement & Development Agreement, and connected power of attorney as also the building sanction plans and specification for construction in respect of the Project (collectively Project Documents) at the Promoter Website. Each Applicant is mandated to go through each and every document forming part of the Application Kit and those uploaded in the Promoter Website and verify the same and also cause own diligence.
- 4.2** That the Applicant understands that since there is no authority formed under the Real Estate Laws, the Project is not registered under the same and therefore all documents forming part of the Application Kit or the publicity materials of any nature whatsoever as well as the Promoter's Website, does not have the registration number under the applicable Real Estate Laws. However as and when the authority is formed under the Real Estate Laws either during the subsistence of this lottery procedure or in the future, the Promoter shall be entitled to register the said Project in due course and the registration number obtained thereunder shall be published on the Promoter's Website. Further the Promoter shall be entitled to make all changes, additions and/or alterations of any aspect in

the said Project and/or the Applications, Allotments, Model Agreement, publicity/marketing materials and any other documents and the Applicant hereby consents to the same.

- 4.3** In case the application by the Applicant results in a successful allotment of a Unit with or without Parking Facility and an Agreement for Sale (AFS) is thereafter entered upon and executed between the Promoter and the Applicant, then the terms and conditions stated in the AFS shall supersede any contrary terms and conditions stated in this GTC and documents forming part of the Application Kit and the Model Agreement for all intents and purposes. In any event, this GTC only stipulates the basic terms and conditions and for the detailed terms and conditions, the applicant shall refer the Model Agreement and upon execution the AFS.
- 4.4** The submission of application shall be deemed to be upon the complete satisfaction of the Applicant about all aspects of the Project including Project Documents and also the terms and conditions of this GTC and the Model Agreement. Further, if the Applicant being unsuccessful in the electronic lottery/ non allotment of Unit and Parking Facility, if any, for any reason whatsoever, the Applicant shall not be entitled to raise any dispute and shall have no claim against the Promoter of any nature whatsoever save and except to claim refund of the amount paid after deductions if any, as per the terms and conditions as provided in this GTC.

CHAPTER V: UNITS AND PARKING FACILITY IN OFFER

- 5.1** As per the current planning the total units in the Project are provided in **Annexure 2** hereto (Total Units).
- 5.2** Out of the Total units as above the units that are currently offered for application by this current electronic lottery are also provided in **Annexure 2** hereto (Offered Units)
- 5.3 Addition of More Units:**
- a. The Promoter may, at its discretion without any reference to the Applicants, include additional units in the Towers or in any of the towers proposed to be constructed at Phase 1B Land or Phase 1C Land to form part of electronic lottery process. Based on the number of applications received by the Promoter, the Promoter shall finalise the final list of offered units with their unit number and towers and the same shall be uploaded at the Promoter Website at least 7 (seven) days prior to the date of electronic lottery and the same shall be binding on the applicants (**Final Offered Units**)
 - b. The Applicant hereby accepts that this application is for booking/allotment of Unit and parking spaces in phase 1A only. The booking/allotment of units and parking spaces of any RISE Future Phases shall be opened by the Promoter at its sole discretion. As provided in this GTC, in case the Promoter decides to include any Units and parking spaces from any RISE Future Phases as part of the Final Offered Units, this application shall be automatically eligible for allotment of such units and parking spaces..
 - c. The Applicant confirms that he/she/it shall have no objection to the allotment of Unit from the Final Offered Units on any grounds whatsoever, on being successful in the electronic lottery provided that the Unit layouts of any RISE future phases shall be similar to the Unit layout of RISE Phase 1A
- 5.4 Parking Facility:**
- a. The Promoter is currently offering parking facility of covered car parking spaces (medium sized) for Successful Applicants of Phase 1A. The Promoter may its sole discretion amend the number of parking spaces in Phase 1A as also include other parking spaces from any of the RISE Future Phases for allotment to the successful applicants of this electronic lottery and publish such details along with the list of Final Offered Units.
 - b. The covered parking facility shall include covered parking space at the ground floor, upper basement and lower basement. The parking facility could be dependent or independent depending upon its location. A parking facility shall be independent if it has direct access to the driveway and shall be dependent if another car is blocking it's direct access to and from the driveway. The location of parking facility as per the sanctioned plans will decide whether a parking facility is dependent or independent and such location shall be known only in a separate lottery to be done by the Promoter. The price of the Parking Facility allotted to Successful Applicant shall be payable for the type of parking actually allotted to the Successful Applicant.
 - c. Each Applicant of a unit can only apply for **one car parking space** and shall be eligible for allotment of not more than one parking space. The applicant has an option to not apply for allotment of any parking facility. If any applicant at the time of making application does not opt for any parking facility, he / she shall thereby loose to have any right to park anywhere in the Project and any RISE Future Phases unless otherwise specific specifically allotted to any allottee by the Promoter in future.

- d. Only successful applicants of Units in Project (**Successful Applicant**) shall be eligible for allotment by electronic lottery of parking facility in respect of the car parking, if applied for by such applicant as part of the application submitted by him. The allotment of any parking facility shall be co-extensive and co-terminus with allotment of corresponding unit in favour of the Applicant.
- e. There is no guarantee of allotment of parking facility to the Successful applicant of units. Also such successful applicants may get anyone of the type of parking facility applied by him/her/it/them which can be in ground floor, upper basement or lower basement and further it can be dependent or independent and in such circumstances he/she shall be bound to accept the same and not be entitled to challenge or dispute the same or raise any objection to the same or seek to withdraw his application in respect of the Unit on account thereof.

5.5 Process of Allotment of Parking Facility:

- a. Only the applicants, who have been successful in the electronic lottery of units and have also applied for parking spaces in the application form or by any other form as prescribed by the Promoter, will be entitled for electronic lottery for this purpose.
- b. The time and process of electronic lottery of the parking spaces shall at the sole discretion of the Promoter.
- c. The remaining un-allotted parking space(s), if any, shall continue to belong to the Promoter. The Promoter reserves the right to allot /use such not offered and or un-allotted parking spaces to any person, on the terms and conditions and in the manner, as it may deem fit
- d. The actual location of the Parking Facility allotted to any allottee shall be informed separately before the time of delivery of the Project in terms of the AFS. The Allottee/s further declares that he/she/they is/are bound by the earmarking of Parking Facility done by the Promoter and will not question the authority of the Promoter in doing so and further desist from raising any dispute or claims in respect thereto.

5.6 Non Allotment of Parking Facility:

A Successful applicant on electronic lottery of Units shall not be entitled to withdraw or cancel his/her/its/their application or seek refund of application amount on the ground that the parking facility applied by such Successful applicant did not receive success on electronic lottery in respect of parking facility.

CHAPTER-VI: WITHDRAWAL AND REJECTION OF APPLICATION

6.1 Closing Date

The last date for submission of the Application Form along with documents as prescribed in the Application Procedure, is provided in **Annexure 6** and the same may be extended by the Promoter at its sole discretion. In case of any such extension, other relevant dates/timelines (i.e. Allotment, Refund etc.) will automatically get extended by the similar period.

6.2 Withdrawal of Application

Applicant/s can withdraw his/her/their/its Application within 7 (seven) days from the date of application or any time before the Closing Date, whichever is earlier (**Withdrawal Period**), by sending a request in writing to the Promoter to that effect and in that event the Promoter shall refund the Application Money without interest to such Applicant/s within 45 days from the date of electronic lottery. It is further clarified that no claims for any interest or damages shall be tenable in the event of withdrawal of application on any ground whatsoever. Such refunds shall be made directly into the bank account of the Applicant mentioned in their Application Form or by any other payment mode as may be decided by the Promoter.

6.3 Rejection of Application and Forfeiture

6.3.1 In addition, and without prejudice to other provisions of Cancellation, the Promoter reserves its unqualified and absolute right to accept or reject any application without assigning any reason thereof. Application may additionally be rejected on one or more grounds, including but not restricted to:

- a. Applications not duly signed by the Sole/Joint Applicants.
- b. Incorrect Permanent Account Number (PAN).

- c. Applications deficient or incomplete in any respect or not accompanied by prescribed documents.
- d. Application Money paid other than by the prescribed mode.
- e. Non-payment or Non-realization of the Application Money.
- f. Non production of original documents for verification, if required by the Promoter.
- g. Non-compliance of any of the term of the GTC and/or the Model Agreement.
- h. If the Applicant seeks to withdraw the Application post the Withdrawal Period but before conducting of electronic lottery or make any change in the Application submitted by him.

6.3.2 The Application of the Applicant shall be summarily rejected due to any of the abovementioned reasons as provided in Clause 6.3.2 and the Application Money will be refunded after deduction of Rs.38,000/- (Thirty Eight Thousand only) for 2BHK & Rs.48,000/- (Forty Eight Thousand only) for 3BHK to such Applicant within 45 days from the date of electronic lottery. It is further clarified that no claims for any interest or damages shall be tenable in the event rejection of application on any ground whatsoever. Such refunds shall be made directly into the bank account of the Applicant mentioned in their Application Form or by any other payment mode as may be decided by the Promoter. Hence the Applicant is advised to exercise extreme care and caution in all the aspects of application and post application compliances

CHAPTER-VII: ALLOTMENT PROCEDURE

- 7.1 The allotment of the Units and the parking spaces shall be done from amongst the eligible applicants through an electronic lottery conducted under the supervision of an independent agency appointed by the Promoter, with the responsibility to supervise the entire process of the electronic lottery in a systematic manner
- 7.2 The process, policies and the conduct of the electronic lottery shall be decided by the Promoter at its sole discretion and the same shall be binding on the Applicant/s.
- 7.3 The electronic lottery will be held anytime from the Closing date to a maximum of 120 days from the same as specified herein.
- 7.4 The Applicant shall be intimated about the date of electronic lottery at the email ID for correspondence provided by the Applicant in the Application Form and the Applicant shall be provided with the web URL and login credentials to access the electronic lottery results. No physical correspondence for the electronic lottery results shall be done. The email shall be sent from email id having domain of "merlinprojects.com", for this purpose and the Applicant shall make this email ID as a trusted source in its email handler application. In any event, the Applicant shall not hold the Promoter responsible in any manner in case the Applicant does not receive the said email due to any technical, electronic or any other glitch. The Promoter may at its sole discretion also intimate the Applicant about this electronic lottery through any other communication methods if may deem fit and Applicant cannot hold the Promoter liable or raise any claim / dispute for using such other communication methods for intimation of the date of electronic lottery.
- 7.5 The electronic lottery result shall be made available online at the Promoter website and at the project Site office for a limited time period of sixty days from the date of publication of the electronic lottery result and the Successful Applicants whose names are in list shall thereafter be required to strictly follow the requisites mentioned herein and/or communicated by the Promoter to become a successful allottee of a Unit and non compliance of the same shall result in cancellation of the concerned application.
- 7.6 Results of electronic lottery shall be final and binding upon all the Applicants and the Promoter shall not entertain any request for modification, objection or reconsideration. Responsibility of Promoter regarding intimation of lottery results shall be deemed to be completely discharged upon publication of the lottery results on the Promoter website.
- 7.7 If any Applicant submits more than one application and becomes successful in the electronic lottery for more than one unit then under such circumstance all the successful applications shall be treated independently and no request for any adjustment of the application amount with any other unit shall be entertained. In case of non compliance and withdrawal / rejection/ cancellation of those Units the standard procedure as laid down in this GTC for withdrawal / rejection/ cancellation shall apply.
- 7.8 After the lottery, if the Applicants name features in the list of Successful Applicants or Waitlist applicants, the applicant shall within fifteen days of the date of lottery results be required to provide the affidavit (in the prescribed format provided in **Annexure 7** to this to the GTC) duly printed on non judicial stamp paper of rupees 10 or more and signed before a notary public or first class magistrate. No addition or alteration to the prescribed format of affidavit beyond insertion of blank shall be accepted. Non submission of such document in the manner or within the time specified shall automatically render the cancellation/rejection of the applications of the

concerned applicants and the concerned applicants shall not be entitled to raise any objection dispute or claim in this regard.

- 7.9 Provisional allotment of units with or without parking facility, if applicable, shall be made in favour of the Successful Applicants within thirty days from the date of electronic lottery results subject to the Successful Applicants providing all necessary documents and also complying with all the terms and conditions provided in this GTC in this regard or as will be required by the Promoter.
- 7.10 In case of Force Majeure Events or other unavoidable/unforeseen circumstances including but not limited to extremely unsatisfactory response in one or more Unit Categories during the course of receiving Application Forms, the Promoter reserves the right but not obligated, to cancel the entire Process of Allotment. In an unlikely and unforeseen circumstance, where the Promoter is unable to conduct the electronic lottery within 120 days from the Closing date the Applicant at his/ her/its/their sole discretion may renew the validity of the application for a further period of 60 days or apply for full refund. If the Applicant requests for a full refund or in case the Promoter decides to cancel the entire Process of Allotment or does not conduct an electronic lottery within 180 days from the Closing Date, then the Applicant will be refunded the entire Application Money together with an interest of 6% per annum calculated from the Closing date up to the date of such refund request (both days inclusive). Upon such refund, the Applicant shall have no right, title, lien, claims or demands of any nature whatsoever in respect of the Application and/or against the Promoter. Such refunds will be made within 45 days from the date of such refund request or within 45 days from the expiry of 180 days from the Closing Date, directly into the bank account of the applicant mentioned in their application form or by any other payment mode as decided by the Promoter. The Applicant shall not hold the Promoter liable in respect of any issues with refund in case the details of the bank account provided by Applicant(s) if found to be wrong.

CHAPTER VIII: WAITLIST APPLICANTS

- 8.1 In the event of over subscription of applications, a waiting list shall be prepared from amongst the unsuccessful eligible applicants by the same process of electronic lottery (**Waitlist Applicants**) after the completion of electronic lottery of the final offered units approved by the Promoter
- 8.2 In case the name of the Applicant does not feature in the list of Waitlist Applicants the applicant shall accept the same and shall not be entitled to raise any objection or claim whatsoever. These unsuccessful applicants will be entitled for refund of their Application Money. The Application Money shall be refunded together with an interest @ 6% per annum calculated from the Closing date till the date of publication of the Waitlist (both days inclusive). Such refunds will be made within thirty days after expiry of the date of publication of the Waitlist into the bank account of the applicant mentioned in their application form or by any other payment mode as decided by the Promoter. The Applicant shall not hold the Promoter liable in respect of any issues with refund in case the details of the bank account provided by Applicant(s) if found to be wrong. No other claim or compensation or other amount shall be payable by the Promoter under any circumstances.
- 8.3 The list of Waitlist Applicant shall remain valid for 90 days from the date of the electronic lottery results.
- 8.4 Units will be offered to Waitlist Applicants, in seriatim, in the event of cancellation/rejection/withdrawal of application of Successful Applicants. No preference of flat type or in the preference of parking space shall be applicable in this case. The decision of Promoter in all matters shall be final and binding.
- 8.5 Unsuccessful Waitlist Applicants will be entitled for refund of their Application Money upon the expiry of ninety days from the electronic lottery results only. The Application Money shall be refunded together with an interest @ 6% per annum calculated from the Closing date till the expiry of the 90th day from the date of electronic lottery (both days inclusive). Such refunds will be made within thirty days after the expiry of the 90th day from the date of electronic lottery results into the bank account of the applicant mentioned in their Application Form or by any other payment mode as decided by the Promoter. The Applicant shall not hold the Promoter liable in respect of any issues with refund in case the details of the bank account provided by Applicant(s) if found to be wrong. No other claim or compensation or another amount shall be payable by the Promoter under any circumstances.
- 8.6 After expiry of the waitlist period of ninety days, the Promoter reserves the right to allot the units and parking space of any type from the remaining unallotted final offered units at its sole discretion and on such terms as it may deem fit to any third party. Nothing contained in this GTC shall restrict the Promoter to deal with and transfer any units parking spaces and constructed spaces at the Project (not forming part of the Final Offered Units) to such buyer /transferees and on such terms and conditions as the Promoter may deem fit and proper

CHAPTER-IX: PRICE AND PAYMENT SCHEDULE

9.1 PRICE

- a. The Allottee/s shall be required to pay the Sale Price as mentioned in 'Annexure 4'. The Sale Price will be on the basis of allotment of the Unit in a particular category with or without the type of Parking Facility/s in favour of the Allottee/s.
- b. The Allottee/s shall also be liable to pay the extra charges as detailed in Annexure 4.
- c. The Allottee/s shall also be liable to pay the Deposits over and above the Sale Price as per the terms of this GTC
- d. The Sale Price is exclusive of any taxes and duties as appropriately detailed in the Rates & Taxes clauses.
- e. Total Payable Amount shall comprise of the Sale Price, Deposit/s, Extra Charges, Taxes & Duties and/or any other amount payable by the Allottee/s in terms of this GTC.
- f. The Total Payable Amount shall be paid by the Allottee/s strictly in accordance with Payment Schedule applicable for the Unit and the Parking Facility, if any, allotted to the Applicant within the stipulated time frame as prescribed in the said Annexure 3
- g. No request for any discount/waiver on any account by any Applicant/s or Allottee/s, whatsoever will be entertained by Promoter

9.2 Payment

- a. The Promoter shall issue demand letters calling upon the Allottee/s ("Demand Note") to pay such amount within 15 (Fifteen) days from the date of the Demand Note and the Allottee/s shall make the Payment within the said Period. All payments shall be considered to have been received by the Promoter only when the same is credited in the account of the Promoter. Without prejudice to the other rights of the Promoter as per the GTC and the Model Agreement, in the event any Cheque/Draft submitted by any Allottee/s is returned unpaid, the Allottee/s shall have to pay interest @ State Bank of India prime lending rate plus 2 per cent calculated from the due date up to the date of payment, to the Promoter.
- b. Time to make the Payment in accordance with the Payment Schedule/Demand Note is the essence to the validity of the allotment.

CHAPTER-X: CANCELLATION OF ALLOTMENT

- 10.1 All defaults, breaches and/or non-compliances of any of the terms and conditions of this GTC and/or the Allotment Letter or any other document issued by the Promoter from time to time shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the events of defaults mentioned below or elsewhere are merely illustrative and not exhaustive:
 - a. Failure by Allottee/s to submit all necessary documents required by the Promoter.
 - b. Giving any false information in the Application Form.
 - c. Failure to make payment of total amount payable in full or in part within the time stipulated thereof in the Allotment Letter, GTC, and Demand Note or as maybe notified by the Promoter to the Allottee/s from time to time.
 - d. Failure to execute the AFS, or any other document/Undertakings/indemnities etc. or to perform any other obligation, if any, set forth in any other agreement/instrument with the Promoter.
 - e. Withdrawal of Application post conducting of electronic lottery
 - f. Dishonor of any instrument or non-realization of payment made by any Allottee/s for any reason whatsoever.
 - g. Any other acts, deeds or things which the Allottee/s may commit, omit or fail to perform in terms of this GTC.
- 10.2 Upon the occurrence of any one or more of event(s) of default under this GTC including, but not limited to, those specified above, the Promoter may at its sole discretion decide by notice to the Allottee/s to cancel the Allotment ("Cancellation Notice"). If the default mentioned in the Cancellation Notice is not rectified by the Allottee/s within specified period mentioned in such notice, the Allotment shall be liable to cancel without any further notice or intimation to the Allottee/s and the Promoter shall have the right to forfeit the Application Money. It is repeated and reiterated upon cancellation/withdrawal post electronic lottery, the Application Money shall be forfeited by the Promoter and no amount shall be refunded by the Promoter to the Applicant. Hence the Applicant is advised to exercise extreme care and caution in respect of all the aspects of Application and post Application compliances.
- 10.3 In the event of cancellation stated hereinabove, the Allottee/s shall have no right or interest on the Unit and the Promoter shall be discharged of all its liabilities and obligations under this GTC towards such Allottee/s whereupon the Promoter shall have the right to deal with the Unit in any manner in which it may deem fit.

CHAPTER-XI: SPECIAL FACILITY

- 11.1** The Promoter shall set up a Sports Arena Club with the facilities including Swimming Pool, Gymnasium, Football Ground and Cricket Ground, in a phase by manner as may be considered fit by Promoter on a separate land parcel adjacent to Phase-I ("Special Facilities") within the Township as per the layout plan but however outside the Project which may be accessible on payment basis and on the terms and conditions as decided by the Promoter. The detailed terms and conditions of membership and rules and regulations governing use of the Special Facilities will be formulated and circulated once the Facilities are ready.
- 11.2** The Special Facilities including the land and the Development therein shall always be owned by the Promoter and will be managed, operated and maintained by the Promoter. In no event the said Special Facilities shall form part of the Project and/or RISE Future Phases and/or any of them and the Applicant/ Allottee shall have no rights and/or claim over the said Special Facilities. The promoter shall be entitled to grant user of the same to such persons and on such terms and conditions as it may deem fit and proper.

CHAPTER XII: PROVISIONAL ALLOTMENT AND AFS

- 12.1** The expression 'Allotment' wherever used herein shall always mean 'Provisional allotment' and shall remain so till such time a formal AFS is executed and registered in favour of the successful applicant for Unit allotted
- 12.2** Any provisional allotment shall be subject to timely payment of the booking amount and any other amounts to the Promoter payable on or before execution of the AFS as provided in **Annexure 3** of the GTC. Any part payment may not be accepted by the Promoter after the due dates or may be accepted with interest chargeable as per para 12.5.
- 12.3** The Applicant/Allottee (s) shall be required to execute the AFS as per the Model Agreement (with such changes therein as may be required by the Promoter) within 30 (thirty days) of Allotment by the Promoter in favour of Successful Applicant. The AFS shall have to be registered with the registering authority and the Applicant / Allottee(s) shall be required to bear and pay the stamp duty and registration charges as may be applicable under the law and the legal charges towards the same and also the miscellaneous expenses to have the AFS registered.
- 12.4** The Promoter may at its discretion, condone any delay of not exceeding sixty days beyond the due date, by an Allottee against payment of interest as per para 12.5 hereto
- 12.5** The Allottee shall be liable to pay to the Promoter interest on the amount overdue at the State Bank of India's prime lending rate plus 2% per annum calculated from the due date up to the date of payment, both days inclusive.

CHAPTER: XIII -TAXES & DUTIES

- 13.1** Taxes & Duties including but not limited to GST, Stamp Duty, Registration Fees etc., shall be charged separately to the Allottee/s as applicable.
- 13.2** Any variation in applicable taxes or interpretation/enforcement of the same or introduction of new taxes or the introduction/amendment of any exemptions (other than Direct taxes i.e. Income Tax, corporate tax etc.), levied in India, shall be to the account of the Allottee/s.
- 13.3** Where the Promoter is required to make any refund to the Allottee/s in terms of the GTC, the Promoter shall deduct necessary amounts towards such Taxes & Duties which have already been deposited with the statutory authority and also the Taxes and Duties as may be required to be paid under the statute, before making any refunds and in that event the Allottee/s shall not have any right to claim refund against the Promoter of such tax amount
- 13.4** The Allottee/s agrees and undertake/s to pay all government rates and taxes inclusive of but not limited to municipal tax property taxes, wealth tax, taxes/fees/levies of any kind, by whatever name called, whether levied or leviable currently or in future or any enhancement of the prevailing rates by any government authority in relation to the said Unit and/or the Phase 1A Land as the case may be in case assessable or applicable from the date of receipt of completion certificate issued by the competent authority and the same shall be paid on pro-rata basis and the determination of proportionate share shall be decided by the Promoter and demand thereof shall be final and binding on the Allottee/s.

CHAPTER: XIV- GENERAL

- 14.1** The Allottee/s shall from time to time sign all applications, documents, agreements and relevant papers, as

required, in pursuance of the Allotment and to do all acts, deeds and things as the Promoter may require in this connection. In case of joint Allottee/s, any document signed/accepted/acknowledged by any one Allottee shall be binding upon all the Allottee/s.

- 14.2 The applications and any Provisional allotment shall be strictly non transferable by any Applicant / Allottee to any other person.
- 14.3 The Allottee/s may obtain finance from any financial institution/bank or any other source but the Allottee/s obligation to purchase the said Unit pursuant to this GTC shall not be contingent on the Allottees ability or competency to obtain such financing and the Allottee/s shall remain bound by this GTC whether or not he/she/it has been able to obtain financing for the purchase of the said Unit. The Promoter shall have the first lien and charge on the Unit to be constructed by the Promoter under the terms of GTC and its possession shall lie with the Promoter until all the payments are made to the Promoter by the Allottee/s under GTC.
- 14.4 The Promoter have made available the deeds and documents of title, Plans and approvals pertaining to the Project to the Allottee/s, Model Agreement and the Allottee/s has understood, evaluated and is satisfied about the title, approvals, designs, specifications, concept etc., of the Project.
- 14.5 The Allottee/s confirms that he/she/their/its has carefully read the conditions of this GTC and has/have understood his/her/their/its obligations, liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing Brochure, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Allottee/s upon being satisfied as aforesaid and relying upon his/her/their/its own judgment and investigation(s), has/have applied for the Unit for Allotment.
- 14.6 The Allottee/s understands that the layout plans and building plans, specifications of the materials proposed to be used, Parking Facility and Facilities and components as shown in the Promoter brochures Promoter websites and other publicity materials are tentative and are subject to change, modification and/or variation. The Promoter may affect such variations, changes, additions, alterations, deletions and/or modifications therein as may be directed/ allowed by any competent authority (ies).
- 14.7 The Allottee/s hereby gives consent to the Promoter that the Promoter shall have full right, title and interest to use and utilize infrastructure of the Phase IA Land with RISE Future Phases even after the Sale Deed of all or any of the Units in the Project have been executed and the Allottee/s or the Association or any member of the Association shall not raise any objection, individually or collectively, of whatsoever nature for the same.
- 14.8 The Promoter hereby further clarifies that scope of this GTC is only limited to the Project. This GTC can be changed at the discretion of the Promoter for any portion of the Project, which may remain unsold post electronic lottery.
- 14.9 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.
- 14.10 The captions and headings in this GTC are for convenience and reference only and do not enter into or become a part of the substance hereof. All pronouns include the masculine, feminine, neuter, singular or plural and the name of persons, firms, corporations, trusts or the parties, as the context may require.
- 14.11 "Force Majeure Events" shall have the meaning ascribed to it in the Real Estate Laws. However, the ongoing pandemic or lockdown shall not be or construed to be Force Majeure for the purpose of compliance of the GTC by the Applicant and also for any payments to be made by the Applicant in terms hereof.
- 14.12 Due to any operation of law or any statutory order or in other compelling circumstances if a portion of the project or any part thereof is discontinued or truncated then the applicant/allottee affected by such discontinuation or truncation will have no right of compensation from the Promoter. The Promoter will however refund the entire amount received until then from the allottees together with simple interest and then prevailing rate of State Bank of India on Savings Bank account.
- 14.13 The terms and conditions contained herein this GTC shall be deemed to form part of the Application by the intending Allottee and all Allotment shall be strictly subject to these Terms and Conditions and subsequent AFS and conveyance deed. The contents of the ac Promote ring brochures leaflets and insets except the application form and this GTC are not legal documents and are for information only and all designs, measurement, specifications mentioned and stated therein are tentative. The Project and the Units shall be construed as per the specifications provided in Model Sale Agreement, it being made clear that the Model Agreement and upon its execution the AFS shall govern all the terms and conditions in respect of sale of the Unit and Parking facility to the Allottee and shall supersede all contrary terms and conditions of GTC.

- 14.14 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this GTC or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this GTC by the Allottee/s nor shall the same in any manner prejudice the right of the Promoter.

CHAPTER: XV- DISPUTE RESOLUTION AND JURISIDICATION

- 15.1 The issuance of Provisional Allotment letter in favour of the Applicant/Allottee(s) is subject to these terms and conditions and shall be binding on the Promoter as well as the Applicant/Allottees, and the legal relationship between the Applicant/Allottee(s) and the Promoter shall be governed by the laws of India
- 15.2 All dispute and differences between the parties hereto regarding the construction, interpretation, scope or effect of any of the terms of Provisional Allotment read with the terms and conditions contained herein or in any way touching or concerning these presents and, or determination of any liability shall be referred to the sole Arbitrator to be appointed mutually by the parties and his award shall be final and binding on the parties hereto and Arbitration shall be as per the provisions of the Arbitration & Conciliation Act 1996 in force. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Kolkata.
- 15.3 All disputes/ issues arising out of this transaction shall be subject to the exclusive jurisdiction of Courts at Kolkata and Barasat only. The Applicant / Allottee (s) specifically agrees to the aforesaid and waives of any right it may have under any law for the time being in force to file any proceedings, if any arising out of this GTC, in any other court /tribunal save and except the court / tribunal mentioned above.

DECLARATION

I/We have read and understood the above mentioned terms and Conditions, documents referred to therein and agree to abide by the same

Signature of the Sale/First Applicant

Signature of the Joint Applicant

Signature of Authorized Signatory/ies
(For Other Entity/ies)