

GARO HILLS AUTONOMOUS DISTRICT COUNCIL (GHADC)

TERMS AND CONDITIONS FOR ONLINE PAYMENT SERVICES

1. General

The Garo Hills Autonomous District Council (GHADC), provides an online payment facility through its official portal hosted by the National Informatics Centre (NIC) for the convenience of citizens, businesses, institutions, contractors, lessees, and other stakeholders.

By accessing and using the online payment facility, the user agrees to comply with and be bound by these Terms and Conditions, as amended from time to time.

The online payment service is provided on a best-effort basis and is subject to availability of the payment gateway, banking networks, and related technological infrastructure.

2. Applicability

These Terms and Conditions shall apply to all payments made through the GHADC online portal including, but not limited to:

- Taxes and cess
- Trade licence fees
- Professional tax
- Water tax
- Building permission fees
- Market fees
- Lease rent and revenue
- Tender fees and Earnest Money Deposits (EMD)
- Application processing fees
- Penalties and fines
- Other fees, charges, and dues notified by GHADC from time to time

3. User Obligations

The user shall:

- a. Ensure that all information entered during the transaction is accurate and complete.

- b. Verify the correctness of application numbers, license numbers, assessment numbers, lease references, and other details before making payment.
- c. Ensure availability of sufficient funds or credit limits before initiating payment.
- d. Maintain confidentiality of usernames, passwords, OTPs, and other authentication credentials.
- e. Comply with all applicable laws, regulations, and directions relating to electronic transactions.

GHADC shall not be responsible for any loss arising from incorrect information furnished by the user.

4. Payment Processing

Payments may be made through approved electronic payment modes including:

- UPI
- Net Banking
- Debit Cards
- Credit Cards
- Other digital payment instruments approved by the payment gateway provider

A transaction shall be deemed complete only upon successful authorization by the payment gateway and receipt of confirmation by GHADC.

Generation of an electronic receipt shall constitute acknowledgement of successful receipt of payment.

5. Transaction Records

The transaction details maintained by GHADC, NIC, the payment gateway service provider, sponsoring bank, acquiring bank, issuing bank, and other authorized entities shall be treated as authentic records of the transaction.

In case of discrepancy, the records maintained by GHADC and the payment gateway provider shall prevail unless otherwise established through due verification.

6. Failed or Incomplete Transactions

A transaction may fail due to:

- Internet connectivity issues
- Bank server downtime
- Payment gateway interruption
- Technical errors

- Network congestion
- Power outages
- Force majeure events

Where the amount is debited from the user's account but confirmation is not received by GHADC, the transaction shall remain subject to reconciliation with the concerned bank and payment gateway provider.

Users are advised not to initiate multiple payments for the same transaction unless the status of the previous transaction has been verified.

7. Refund and Reconciliation

7.1 Duplicate or Excess Payments

Refunds may be considered in cases of:

- Duplicate payment against the same demand
- Excess payment
- Technical failure resulting in multiple debits, credited to GHADC account
- Other cases approved by the competent authority

7.2 Refund Procedure

The applicant shall submit a refund request to the designated authority along with:

- Transaction Reference Number
- Date of Transaction
- Amount Paid
- Supporting bank statement or proof of debit
- Relevant application or licence details

7.3 Approval

Refund requests shall be examined by GHADC and processed only after verification of records.

The decision of GHADC regarding refund eligibility shall be final and binding.

7.4 Processing Time

Approved refunds shall normally be processed within 30 working days, subject to banking and financial procedures.

8. Convenience Fees and Bank Charges

Any convenience fee, payment gateway charge, service charge, or banking charge levied by the payment service provider shall be borne by the user unless specifically waived by GHADC.

Such charges shall generally be non-refundable.

9. Security

The online payment service operates through secure infrastructure managed by authorized service providers.

While reasonable efforts are made to protect information transmitted through the portal, GHADC, NIC, and payment gateway service providers do not warrant that:

- The service will be uninterrupted;
- The service will be error-free;
- Defects will always be corrected immediately.

Users shall take adequate precautions to protect their devices, credentials, and personal information.

10. Privacy and Data Protection

Information collected during payment transactions shall be used only for:

- Processing payments;
- Verification and reconciliation;
- Service delivery;
- Audit and accounting purposes;
- Compliance with statutory obligations.

Personal information shall not be disclosed except:

- Where required by law;
- Under judicial or governmental orders;
- For payment processing and banking operations;
- For audit, security, and fraud prevention purposes.

11. Audit and Inspection

All transactions conducted through the online payment system shall be subject to audit by competent authorities including internal auditors, statutory auditors, government auditors, and other agencies authorized under law.

12. Limitation of Liability

GHADC, NIC, and associated service providers shall not be liable for any loss or damage arising from:

- Delay in transaction processing;
- Banking network failures;
- System downtime;
- Unauthorized access resulting from user negligence;
- Technical malfunction beyond reasonable control;
- Force majeure events.

The maximum liability of GHADC, if any, shall be limited to the amount actually received by GHADC in respect of the disputed transaction.

13. Suspension or Withdrawal of Service

GHADC reserves the right to suspend, modify, restrict, or discontinue the online payment facility, wholly or partly, at any time without prior notice for:

- System maintenance;
- Security concerns;
- Administrative reasons;
- Legal requirements;
- Operational exigencies.

14. Intellectual Property Rights

The content, design, logos, graphics, software, and other materials available on the portal are the property of GHADC, NIC, or their respective licensors and are protected under applicable intellectual property laws.

Unauthorized reproduction, modification, distribution, or commercial use is prohibited.

15. Governing Law

These Terms and Conditions shall be governed by the laws of India.

Any dispute arising out of or relating to the online payment service shall be subject to the jurisdiction of competent courts situated in Meghalaya.

16. Amendment of Terms

GHADC reserves the right to amend these Terms and Conditions at any time.

The revised Terms shall become effective upon publication on the official GHADC website.

17. Contact for Grievance Redressal

For payment-related grievances, users may contact:

Nodal Officer

Garo Hills Autonomous District Council (GHADC)
Tura, Hawakhana, West Garo Hills
Meghalaya – 794001

Email: ghadc1952@gmail.com

Phone: 03651-291063

Users shall provide complete transaction details while raising a grievance.

18. Acceptance

By proceeding with an online payment transaction through the GHADC portal, the user acknowledges that he/she has read, understood, and accepted these Terms and Conditions.