

INORA PARK
APPLICATION FORM

Application No

Tata Housing Development Company Limited
12th Floor, Times Tower, Kamala Mills Compound,
Senapati Bapat Marg, Lower Parel – West,
Mumbai 400013.

Dear Sir,

I/We request/offer that I/we may be registered for provisional allotment of a Residential Apartment/Unit (as mentioned in this Application Form) in the Complex **INORA PARK** to be developed by Tata Housing Development Company Limited (hereinafter referred to as "Tata Housing") situated at Survey Nos 27/2(part) and 27/9(part) in Village Undri, Taluka Haveli, District Pune (hereinafter referred to as "said Land").

I/We remit herewith a sum of Rs. _____ /-
(Rupees.....Only)
drawn on..... Bank, Demand Draft/Bank Draft/Pay
Order/Cheque (payable at par) No. _____
dated ____/____/_____ in favour of **"TATA Housing – Undri Project Sales
Proceeds Account"** payable at Mumbai/par as **"Application Money"** .

(Please fill in the relevant portions of this APPLICATION FORM in BLOCK LETTER with black ink for Individual/Joint or Other Entity. Strike out portions that are not applicable and deposit this APPLICATION FORM in full.)

My/our particulars are given below for your reference and record.

.....
Signature of the Sole/First Applicant



.....
Signature of the Joint Applicant

SOLE/FIRST APPLICANT

Name _____

Son/Wife/Daughter of _____

Guardian's Name (if minor) _____

Date of Birth ____/____/____

Nationality _____

Occupation _____

IT PAN (if any) _____

Residential Status:(Resident/NonResident/OCB/others) _____

Permanent Address: _____

Phone: Home _____ Work _____

Mobile _____

Email : _____

Correspondence Address (for Sole/First Applicant) : _____

Phone: Home _____ Work _____

Mobile _____

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.....
Signature of the Sole/First Applicant



.....
Signature of the Joint Applicant

JOINT APPLICANT

Name _____

Son/Wife/Daughter of _____

Relationship with the First Applicant (only for Joint Applicant) _____

Guardian's Name (if minor) _____

Date of Birth ____ / ____ / ____

Nationality _____

Occupation _____

IT PAN (if any) _____

Residential Status:(Resident/NonResident/OCB/others) _____

Permanent Address: _____

Phone: Home _____ Work _____

Mobile _____

Email : _____

Correspondence Address (for Joint Applicant) : _____

Phone: Home _____ Work _____

Mobile _____

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Signature of the Sole/First Applicant



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Signature of the Joint Applicant

***PROVISIONAL REGISTRATION FOR THE FOLLOWING
RESIDENTIAL APARTMENT/UNIT**

Apartment /Unit Type	Floor	Carpet Area sq. ft. (CA) equivalent to Saleable Area sq. ft.(SA)	Tower/Block/ Building/Wing No.

*Registration of only one Apartment/Unit per application permitted.

PAYMENT

(i) Basic Sales Price	_____ Rs./sq ft
(ii) Preferential Location charges (if any)	Garden View _____ Rs./sq ft Hill View _____ Rs./sq ft Floor rise _____ Rs./sq ft
(iii) Deposit and other charges as per payment schedule [Annexure "A"]	_____ Rs./sq ft
(iv) Club House Development Charges	Rs. _____
(v) Total Price Payable	Rs. _____

**RELATIONSHIP WITH THE DIRECTOR/S OF THE TATA HOUSING OR
THE ENTITY/S IN WHICH SUCH DIRECTOR/S IS/ARE INTERESTED***

Whether the Applicant/Intending Allottee is Director or related to any of the Director/s of Tata Housing?	<input type="checkbox"/> Yes <input type="checkbox"/> No (Tick as applicable)
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If yes, then kindly provide details in **Annexure "B"**

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Signature of the Sole/First Applicant



.....
Signature of the Joint 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 Tata Housing of any future changes related to the information and details shown in this Application Form.
2. I/We hereby also declare that I/we have read and understood the terms and conditions and all other information/conditions stated in the GENERAL TERMS & CONDITIONS mentioned herein including consideration of the Apartment/Unit and price & payment schedules. By signing this Application form, I/We do hereby solemnly accept and agree to abide by the terms & conditions as stipulated in the GENERAL TERMS & CONDITIONS mentioned herein, which may be modified or amended by Tata Housing.
3. I/We hereby give my/our irrevocable consent to become member of a body of the Apartment/Unit Purchasers to be formed in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required.
4. I/We have signed this Application form after having read and understood the contents of this Application form.

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Signature of the First/Sole Applicant

.....
Signature of the Joint Applicant

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Date:

Place:.....

Check - list for receiving officer:

- (a) Application money Demand Draft/Bank Draft/Pay Order/Cheque details payable at par.
- (b) Customer's signature on all pages including joint applicant wherever applicable of the Application form as indicated.
- (c) IT PAN & self attested copy of PAN Card / Form 60(Undertaking)
- (d) Any relationship disclosure/s made with respect to the relationship with Directors of Tata Housing, shall be promptly informed to the Company Secretary at the Corporate Office of Tata Housing in the specified format i.e. Annexure "B"
- (e) Direct Sale or through Broker
- (f) Address Proof : Copy of Passport/ Ration Card/ Driving Licence/ Electricity Bill/ Agreement Copy(Lease or Sale Deed)

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Signature of the Sole/First Applicant



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Signature of the Joint Applicant

GENERAL TERMS & CONDITIONS

1. WHO CAN APPLY

1. (a) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or Non-Resident Indian Citizen or Person of Indian origin, resident in India or abroad (in case of minor, age proof and name of natural guardian is required). Joint application by only one natural person is permitted.

Indian Resident Applicant/Intending Allottee should attach a copy of their Income Tax Permanent Account Number Card (PAN Card). Non-Resident Indian/Foreign Citizens of Indian Origin should attach a copy of the document showing their NRI/PIO status with the filled Application Form.

The Applicant/Intending Allottee, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/or all other statutory provisions as laid down and notified by the Government or Concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. The Applicant/Intending Allottee shall also furnish the required declaration to Tata Housing in the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian Origin, if any, shall, however, be made in Indian Rupees.

1. (b) Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate, as the case may be and also a copy of the Income Tax Permanent Account Number Card (PAN Card) should be submitted along with the application form).

2. APPLICATION FOR ALLOTMENT

2. (a) The Applicant/Intending Allottee has/have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of an Apartment/ Unit in the complex to be developed on the said Land by Tata Housing.
2. (b) That the term Applicant /Allottee shall mean and include his/her/their/ heirs, executors, administrators, successors and legal representatives.
2. (c) That the Applicant / Intending Allottee has/have applied for allotment of an Apartment/ Unit in the Complex with full knowledge of the laws, notifications, rules and regulations applicable to the said Land/Complex and has fully satisfied himself/herself/itself about the right and interest of Tata Housing in the said Land/Complex as defined hereunder.
2. (d) The expression 'allotment' wherever used herein (including the Application Form) shall always mean 'Provisional Allotment' and will remain so till such time a formal registered Agreement for Sale, is executed by Tata Housing in favour of the Applicant/ Intending Allottee. However, the provisional allotment shall be subject to timely payment of the total price and all related dues to Tata Housing.
2. (e) That the Applicant / Intending Allottee hereby undertakes that he/she/it shall abide by all laws, rules and regulations and terms and conditions of the concerned Authorities and/or of the Government of Maharashtra and/or Local Bodies and/or Concern Authorities as may be applicable to the said Land and/or the Complex.

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Signature of the Sole/First Applicant



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Signature of the Joint Applicant

2. (f) The Applicant/Intending Allottee has/have verified the present status of the Project and is satisfied with the documents/deeds, which entitles Tata Housing to allot the Apartment/ Unit, and such allotment of the Apartment/ Unit to the Applicant/Intending Allottee shall be made by Tata Housing on the terms and conditions as contained herein.

3. APPLICATION PROCEDURE

3. (a) The completed Application Form along with the Receipt duly filled and signed by the Applicant/Intending Allottee together with the Demand Draft / Bank Draft / Pay Order/Cheque payable at Mumbai/par in favour of “**TATA Housing – Undri Project Sales Proceeds Account**”, for the amount of Application money as shown in the Price and Payment Schedule annexed hereto as Annexure 'A'.
3. (b) Tata Housing or its authorized agents will acknowledge receipt of the Demand Draft / Bank Draft/Pay Order/Cheque. The official receipt shall be given along with the Allotment Letter.

4. ALLOTMENT PROCEDURE

4. (a) Tata Housing will communicate its decision to the Applicant/Intending Allottee within 2 (two) months from the date of receipt of the Application. If the Application is not accepted, the Application Money shall be returned without interest.
4. (b) If the Application is accepted by Tata Housing the Applicant/Intending Allottee will be sent a communication to that effect by way of an Allotment Letter (hereinafter referred to as “the said Allotment Letter”) and thereafter an Agreement for Sale of the allotted Residential Apartment/Unit (hereinafter referred to as "Agreement for Sale") will be executed between Tata Housing and the Applicant/ Intending Allottee. The terms and conditions of the Agreement for Sale shall be decided by Tata Housing in its sole and unfettered discretion.
4. (c) The Applicant/Intending Allottee agree/s to abide by the terms and conditions set forth in the said Allotment Letter and the Agreement for Sale and also agree/s to sign the Agreement for Sale formally accepting the terms of sale and the Applicant/ Intending Allottee shall comply with all statutory requirements as applicable.
4. (d) On acceptance of the Application by Tata Housing, the Application money and any such amount received as per payment schedule till execution of Agreement for Sale shall be treated as 'earnest money'/ “booking amount” towards Agreement for Sale. The Applicant /Intending Allottee shall be required to make payments in accordance with the Schedule of Payments annexed hereto as Annexure “ A” and /or the Agreement for Sale (when executed).

5. SCRUTINY, REJECTION AND REFUNDS

Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance and/or relevant documentary evidence will be liable to be rejected. Application containing information known to the Applicant/Intending Allottee as false are liable to be summarily rejected and allotment shall stand cancelled whenever such defects are detected at any point of time even if allotment has been made. Upon such cancellation, the installments paid will be refunded without any interest after deduction of applicable administrative charges as stated in clause 6(b).

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Signature of the Sole/First Applicant



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Signature of the Joint Applicant

6. WITHDRAWAL OF APPLICATION / CANCELLATION OF ALLOTMENT

6. (a) Before Allotment

Applicant)/Intending Allottee may withdraw their application prior to the allotment and may get full refund of the Application money without any interest and without deduction of any cancellation or administrative charges.

6. (b) After Allotment

Applicant/Intending Allottee or Tata Housing may cancel the Allotment before registration of the Agreement for Sale and in such event all amounts paid by the Applicant/Intending Allottee will be refunded without any interest after deduction of "earnest money"/ "booking amount". In addition to the deduction Tata Housing shall also forfeit the full amount of VAT/service tax or any other similar tax collected/payable by Applicant/Intending Allottee upto the date of the cancellation.

- (i) Tata Housing shall not exercise the said right of cancellation/termination of the said Allotment Letter and/or the Agreement for Sale (as the case may be) without giving prior notice to the Applicant/Intending Allottee and if the Applicant/Intending Allottee fails to remedy breach or breaches (as mentioned in such notice) within 15 (fifteen) days from the date of receipt of such notice then Tata Housing may in its sole, absolute and unfettered discretion cancel/terminate the said Allotment Letter and/or the Agreement for Sale (as the case may be).
- (ii) Upon such cancellation and termination, Tata Housing shall refund to the Applicant/Intending Allottee the installment/s or part payment/s of the consideration, if any excluding applicable administrative charges as stated in hereinabove and any other costs and charges levied by Tata Housing for carrying out any additional work in the Apartment/Units at the request of the Applicant/Intending Allottee, which may till then have been paid by the Applicant/Intending Allottee to Tata Housing (but without any further amounts by way of interest, compensation, damages or otherwise, after deducting there from the interest due or payable for any overdue payments as per the payment schedule). In addition to the above Tata Housing shall also forfeit the full amount of VAT/Service Tax collected/payable by the Applicant/Allottee upto the date of the forfeiture.
- (iii) Without prejudice to the rights of Tata Housing as aforesaid, Tata Housing shall be entitled to claim from the Applicant/Intending Allottee the amount of loss/damages suffered by Tata Housing on resale of the Apartment/Unit and any other costs, charges and expenses which may be incurred by Tata Housing in that behalf. Upon the cancellation and termination of the said Allotment Letter and/or the Agreement for Sale (when executed), Tata Housing shall be at a liberty to sell or other wise dispose off the Apartment/Unit and the right to use the Parking Space/s to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Tata Housing may in its sole, absolute and unfettered discretion think fit and proper and the Applicant/Intending Allottee shall not be entitled to raise any objection or dispute in this regard.

7. PRICE

7. (a) Payment

Price shall be as indicated in the Price & Payment Schedule as per Annexure-'A'.

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Signature of the Sole/First Applicant



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Signature of the Joint Applicant

7. PRICE

7. (a) Payment

Price shall be as indicated in the Price & Payment Schedule as per Annexure-'A'.

7. (b) Price as mentioned in the Annexure-A is exclusive of any taxes, which may be leviable by any Appropriate Authorities. Taxes like value added tax, works contract tax, service tax and any other tax, both present and future, as may be applicable, shall be separately charged and recovered from the Applicant/Intending Allottee.

7. (c) Maintenance charges, deposits, electrical meter deposit, documentation/legal charges and other charges as may be applicable, shall be separately charged.

7. (d) If there is an increase in the cost of construction which is beyond 20% (twenty percent) of the present cost of construction then such excess cost of construction [i.e., beyond 20% (twenty percent) of the present cost of construction] proportionate to the Apartment/Unit shall be borne by the Applicant/Intending Allottee.

8. PARKING SPACES

Allotment of parking space/s shall be governed by the scheme of development which will be detailed out in the Agreement to be executed.

9. CLUB HOUSE MEMBERSHIP/ DEVELOPMENT CHARGES

9. (a) That in accordance with the development/building plan of the Complex, Tata Housing proposes to develop a Club House for the purpose of social activities and the Applicant/Intending Allottee is entitled to avail membership of this Club House by payment of the Club House development charges as indicated in the Price and Payment Schedule mentioned in Annexure A. The Club House is proposed to be provided in the Complex. This Club House may be developed simultaneous to or after development of the Apartment(s)/Unit and/or Complex.

9. (b) On the Club House becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the Club House and other incidental factors effecting running and maintenance, the Applicant/ Intending Allottee shall pay Club House membership fee and usage charges as prescribed from time to time and also abide by rules and regulations framed by Tata Housing or the respective society / association of Apartment/Unit Purchasers or its nominated agency for proper management of the Club House, as the case may be.

10. TIME OF PAYMENT OF ALLOTMENT MONEY/INSTALLMENTS AND OTHER DUES

10. (a) It shall be incumbent on the Applicant/Intending Allottee to comply with the terms of payment in respect of the Apartment/Unit and any other sums payable under the General Terms & Conditions. Timely payment shall be the essence of each transaction.

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Signature of the Sole/First Applicant



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Signature of the Joint Applicant

10. (b) Payment of installment as per Annexure "A" and all other dues shall have to be made within due dates as would be mentioned in the demand notes of Tata Housing to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of allotment. Part payments will not be accepted after the due dates. Applicant/Intending Allottee are liable to pay interest on the amount due @ 18% per annum from the date on which the amount falls due, to the date of payment, both days inclusive. All payments received will be first applied towards applicable interest and other dues, if any, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

In the event of delay in payment by the Applicant/Intending Allottee, Tata Housing shall send a written reminder to the Applicant/Intending Allottee requesting them to make the balance payments, which are due and payable. Tata Housing shall issue the reminder after the expiry of every month of default subject to a maximum of 2 (two) months of such default. Thereafter, if the Applicant/Intending Allottee fails to make the payment as aforesaid Tata Housing shall issue a further notice of demand calling upon the Applicant/Intending Allottee to make the payment within 15 days of the receipt of the notice failing which the allotment shall be deemed to be cancelled.

In case of such cancellation Tata Housing shall deduct administrative charges as provided in clause 6(b) and the Applicant/Intending Allottee shall have no right, title, lien, claims or demands against the allotted Apartment/Unit. All amounts paid by the Applicant/Intending Allottee on various accounts will be refunded without any interest after deduction of administrative charges as stated in clause 6(b). In addition to the above Tata Housing shall also forfeit the full amount of VAT/service tax collected/payable by the Allottee upto the date of the cancellation.

11. TRANSFER OF APARTMENT/UNIT AND TRANSFER FEE

- 11.(a) The Applicant/Intending Allottee, cannot transfer the booking or allotment in favour of a third party for six (6) months from the date of allotment of the Apartment/Unit by Tata Housing unless approved by Tata Housing, who may at its sole discretion permit the same on payment of transfer charges @ Rs. 50/- per sq. ft, other administrative charges as may be fixed by Tata Housing from time to time, submission of inter alia affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by Tata Housing.

However, before execution of Agreement For Sale Tata Housing at its sole discretion may allow substitution of Applicant/Intending Allottee if such substitution is in favour of spouse/child of the Applicant/Intending Allottee.

- 11.(b) Prior to the execution & registration of the Agreement for Sale in respect of the Apartment/ Unit, inclusion of the spouse or child of the original Allottee as new Joint Allottee or change of Joint Allottee is permissible, however, Tata Housing at its sole discretion shall decide the charges to be paid for the aforesaid change of Joint Allottee.

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Signature of the Sole/First Applicant



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Signature of the Joint Applicant

12. DOCUMENTATION FOR TRANSFER

12. (a) It will be Tata Housing's endeavor to execute and register the Agreement for Sale of the Apartment/Unit within the Complex before handing over possession of the Apartment/Unit. The Agreement for Sale/deed of transfer will be drafted by the Solicitors/Advocates of Tata Housing and shall be in such form and contain such particulars as shall be approved by Tata Housing. No request for any changes, whatsoever nature, in the Agreement for Sale /deed of transfer shall be entertained.
12. (b) In case, the Applicant/Intending Allottee, fails or neglects to get the Agreement for Sale registered within the date notified, physical possession of the Apartment/Unit to the Applicant/Intending Allottee may be withheld by Tata Housing and penalty if any payable under relevant laws for delay in completion of the registration of Agreement for Sale will be payable by the Applicant/Intending Allottee, till the registration of the Agreement for Sale is completed. Tata Housing shall have the right to cancel the allotment in case the Applicant/Intending Allottee, fails to have the Agreement for Sale registered within 15 days from the date notified to the Applicant/Intending Allottee. Upon such cancellation, the amounts received from the Applicant/Intending Allottee, will be refunded without any interest but after deduction of applicable charges as stated in clause 6(b).
12. (c) The Applicant/Intending Allottee, will be required to pay, on demand, to Tata Housing or to the Concerned Authorities, as may be decided by Tata Housing, the applicable stamp duty & registration charges for registration of the Agreement for Sale and/or deed of transfer of their respective Apartment/Unit.

13. GENERAL

13. (a) It is understood that the Applicant/Intending Allottee/has/have applied for allotment of Apartment/Unit with full knowledge of all the law/notifications and rules applicable to the said Land/complex/project area, which have been fully understood by the applicant/Intending Allottee. It is further understood that the applicant/Intending Allottee have fully satisfied himself/herself about the right, and/or interest of Tata Housing in the said Land on which construction of the complex will be/are being constructed.
13. (b) It is understood that the Applicant/Intending Allottee has/have applied for allotment of an Apartment/ Unit for residential purpose only.
13. (c) The Applicant/Intending Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to the allotment and to do all acts, deeds and things as Tata Housing may require in the interest of the Complex and Apartment / Unit Purchasers. In case of Joint Applicant/Allottee, any document signed/accepted/ acknowledged by any one of the Joint Applicant/Intending Allottee shall be binding upon the other Applicant /Allottee.
13. (d) The expression 'Complex' wherever used in these terms and conditions shall always mean Group Housing on the said Land which will be known as **“INORA PARK”**.

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Signature of the Sole/First Applicant



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Signature of the Joint Applicant

- 13.(e) The said land was converted in to NA by Order of District Development Officer bearing No. PRH/NASR/332/2009 dated 22/09/2009. The plan approval of the said Complex has been granted by Government of Collector, Pune vide in principal sanction bearing No. PRH/NASR/414/2010 dated 27/09/2010. & PRH/NASR/728/2011 dated 14/11/2011. Tata Housing at its sole discretion shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, as and when required due to sanction / revision of building plans, technical reasons, site conditions or any other reasons, which may involve all or any of the changes, such as, increase/decrease in size, change in floor-plan, layout, change in its number etc. However, if there is any increase / decrease in the areas, the differential amount will be adjusted / payable on pro rata basis.
- 13.(f) The Applicant/Intending Allottee has/have examined and accepted the plans, designs, specifications of the said Apartment/ Unit. Tata Housing at its sole discretion shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, as and when required due to sanction / revision of building plans, technical reasons, site conditions or any other reasons, which may involve all or any of the changes, such as, increase/decrease in size, change in floor-plan, layout, change in its number etc. However, if there is any increase / decrease in the areas, the differential amount will be adjusted / payable on pro rata basis.
- 13.(g) The Applicant/Intending Allottee agree/s and confirms that if in the event of any major alteration(s) /modification of the said building plans resulting in an increase/decrease in the Carpet/Saleable area of the Apartment/ Unit upto 10% due to alterations in the layout plan and/ or specifications, as and when required due to revision of building plans, technical reasons, site conditions or any other reasons, in that event such increase/decrease shall be acceptable to the Applicant/ Intending Allottee. In case, any change in plans, specifications or location due to change of plans, permission, consent etc. is given by Concerned Authorities, the same shall be fully binding on the Applicant/Intending Allottee.
- 13.(h) The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/Complex and the amenities and the facilities and the Apartment/ Unit as shown in the various booklets/inserts of the Application form shall be subject to changes/ variations. Tata Housing may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, which is, deem fit and appropriate or as may be directed by Concerned Authorities.
- 13.(i) Tata Housing reserves the right to create charge on this Complex for obtaining development and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Tata Housing and the Applicant//Intending Allottee as and when required by Tata Housing in this regard, shall give and grant to Tata Housing, his/her/their/its specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Applicant/Intending Allottee shall be of the essence of allotment of the Apartment/ Unit. Failure on the part of the Applicant/Intending Allottee to implement and comply with this essential condition will be treated as a breach of the said Allotment Letter and Tata Housing shall thereupon be entitled to cancel and terminate the said Allotment Letter and/or the Agreement for Sale (as the case may be).

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Signature of the Sole/First Applicant



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Signature of the Joint Applicant

However, on or before the execution of the Agreement for Sale, the respective Apartment/Unit of the Applicant/Intending Allottee will be free from all such encumbrances.

13. (j) Tata Housing will have the right to decide which block(s)/building(s) to construct first. All the buildings may not be constructed simultaneously.
13. (k) Due to any operation of law or any statutory order or otherwise as may be decided by Tata Housing, if a portion of the entire scheme or the entire scheme is discontinued or truncated then the Applicant/Intending Allottee affected by such discontinuation or truncation will have no right of compensation from Tata Housing. Tata Housing will, however, refund all the money received from the Applicant/Intending Allottee without any interest.
13. (l) Applicant/Intending Allottee agrees that in the event during the course of construction and/or after the completion of the Complex, if further construction on any portion of vacant land or building or terrace becomes possible, then in such event Tata Housing shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Applicant/Intending Allottee in the said Land and /or in the common area/s and facilities shall stand varied accordingly and the Applicant/Intending Allottee irrevocably consents to such construction by Tata Housing.
13. (m) No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of Apartment/Unit shall be considered by Tata Housing in case the Applicant/Intending Allottee desires (with prior written approval/consent of Tata Housing) to do some works /install some different fittings/floorings etc on his/her own within the Apartment/Unit and request Tata Housing not to carry out such work/install fittings/floorings etc. within the Apartment/Unit.
- Tata Housing may at the request of the Applicant/Intending Allottee customize/modify the Apartment/Unit as per the requirement of the Applicant/Intending Allottee upon payment of costs and/or charges which shall be solely decided by Tata Housing and such customization/modification of the Apartment/Unit shall only be made or carried if permissible under the applicable Acts, Rules and Bye Laws.
13. (n) In the event of paucity or non-availability of any material, Tata Housing may use alternative materials/ article but of similar good quality. Decision of Tata Housing on such changes shall be final.
13. (o) Certain infrastructure like Complex level drainage, sewerage, approach road inside the Complex including street lighting, fire fighting equipments and its water supply network etc. may be common for all the Apartment/Unit within the Complex, the maintenance and management of which will lie in the hands of an Association of the Apartment/Unit Purchasers of such Association of Apartment/Unit Purchaser or registered institutional body formed or any other alternative arrangement which Tata Housing finds most suitable for proper maintenance of such common facilities of Complex. The Association of Apartment /Unit Purchasers will be required to be a member of such apex body (if formed) and will also be required to contribute proportionately towards contingency fund and towards maintenance expenses of all such areas & facilities. However, Tata Housing will charge the individual Applicant / Intending Allottee, from the date of notice of possession the required maintenance fee till such time the Association of Apartment /Unit Purchasers takes over the management and maintenance of the

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Signature of the Sole/First Applicant



.....
Signature of the Joint Applicant

Complex. In the event of individual Society/ Association of Apartment/Unit Purchaser of each building is formed, Tata Housing may retain the maintenance deposit till the completion of the project for maintenance of common infrastructure. The balance deposit if any remaining shall be handed over thereafter either to the respective society/association of Apartment/ Unit Purchaser or to the Apex Body.

13. (p) It is agreed by the Applicant/Intending Allottee that the Terms and Conditions contained herein shall be binding upon the Applicant/Intending Allottee and all allotments shall be strictly subject to these Terms and Conditions. All designs, measurements, specifications mentioned herein are tentative and are subject to changes.
13. (q) All correspondence will be made with Applicant/Intending Allottee at the address for correspondence on Tata Housing's record initially indicated in the Application Form. Any change of address will have to be notified in writing to Tata Housing at its registered office and acknowledgement shall be obtained for such change. In case there is a Joint Allottee, all communication shall be sent by Tata Housing to the first Allottee and which shall for all purposes be considered as served on both Allottee.
13. (r) The Applicant/Intending Allottee must quote the application number as printed on the Application Form and on allotment, their Apartment/Unit Number as indicated in the said Allotment Letter, in all future correspondence.
13. (s) Tata Housing, however, may at its sole discretion, change, add, delete, alter or relax any of the conditions stated herein and also in other parts of the Application Form including all documents/inserts which are contained in and form part of the Application Form. It also reserves the right to reject any application without assigning any reason whatsoever.

14. BREACH

Should the Applicant/Intending Allottee fail to perform or observe any of the stipulations contained herein, Tata Housing shall have the right to cancel the allotment. In the event of such cancellation the Application money, allotment money, installments, maintenance charges, deposits, electrical meter deposit, documentation/legal charges and any other amount received by Tata Housing, shall be returned to the Applicant/Intending Allottee after deduction of due interest, if any, on delayed payments and applicable charges as stated in clause 6(b) above.

15. JURISDICTION AND ARBITRATION

15. (a) All disputes or differences relating or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.
15. (b) However, disputes which cannot be settled amicably, shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by Tata Housing at Mumbai only. The proceeding of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.
15. (c) All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Mumbai.

.....
Signature of the Sole/First Applicant



.....
Signature of the Joint Applicant

Annexure 'A'
(Payment Schedule)

- Maintenance charges, Deposits, legal fees, stamp duty, registration fees, others, VAT & Service Tax etc., if any whenever called for shall be paid/ payable by the Applicant/ Purchaser.
- Service Tax and VAT are payable on the consideration at the rate applicable from time to time.
- Infrastructure/ Electricity/ Water charges shall be payable as may be demanded.

.....
Signature of the Sole/First Applicant



.....
Signature of the Joint Applicant

Annexure B

RELATIONSHIP WITH THE DIRECTOR/S OF THE TATA HOUSING OR THE ENTITY/S IN WHICH SUCH DIRECTOR/S IS/ARE INTERESTED

<p>(i) Specify the name/s of the Director/s with whom the Applicant/s is related alongwith the nature of relationship with the Applicant/s</p>	<p>Name/s: _____ _____ _____</p> <p>Nature of Relationship: _____</p>
<p>(ii) Whether the Applicant/s is/are interested in the entity/s in which Director/s of Tata Housing is/are interested?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No (Tick as applicable)</p>
<p>(iii) If yes in Sr. No. (ii) above then specify the name/s of the Entity/s in which the Applicant/s is interested</p>	<p>Name/s of the Entity/s: </p> <p>Nature of Interest:..</p>

If any Director/s or relative of such Director/s of Tata Housing is a partner in partnership firm then such partnership firm or any partner of such partnership firm shall be deemed to be interested OR if any Director/s or relative of such Director/s of Tata Housing is a Director or a shareholder in a private company then such a company or its Director/s or shareholder/s shall be deemed to be interested OR If any Director/s or relative of such Director/s of Tata Housing is a Trustee in any trust then such trust or any Trustee of such trust shall be deemed to be interested OR If any Director/s or relative of such Director/s of Tata Housing is a Director and/or a shareholder holding 2% or more equity shares in a public company then such company or its Director/s shall be deemed to be interested.

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.....
 Signature of the Sole/First Applicant



.....
 Signature of the Joint Applicant

ACKNOWLEDGEMENT SLIP

Received Application No.: _____

Name of the First Applicant:

FULL NAME, in CAPITAL Letters (In the order of First, Middle and Last Name, Leaving a space between words)

Mr./Mrs./Ms./Master _____

Demand Draft or Cheque Order No. : _____ **Dated:** ____/____/____

Drawn on _____ **Bank**

_____ **Branch.**

Date: ____/____/____

Name & Signature of the Sales Representative



