

## APPLICATION FORM

(                     Kalvan                     )

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

**Application No.** \_\_\_\_\_

Tata Housing Developement Company Limited,  
EruchshawBuilding,  
4th Floor, 249,  
Dr. D. N. Road, Fort,  
Mumbai 400 001.

Dear Sir,

I/We request/offer that I/we may be registered for provisional allotment of a Residential Apartment/ Flat (as mentioned in this Application Form) in the Complex “\_\_\_\_\_” situated at Village Ranjanoli, Taluka Bhiwandi, District Thane bearing Survey Nos. 32, 34, 35, 36/A(Pt.), 36/B, 36/1(Pt.), 36/2(Pt.), 37/(Pt.) i.e. 37/1, 37/(Pt.) i.e. 37/B, 37/(Pt.), 37/(Pt.) i.e. 37/(Pt.)2, 49/1/1(Pt.) i.e. 49/1/A(Pt.), 49/1/1(Pt.) i.e. 49/1/1B, 49/1/2, 49/2, 49/3, 49/4, 49/5, 49/6, 49/7, 49/8, 49/9, 50, 51/1(Pt.), 52/2(Pt.), 52/4/2, 53/1A and 53/8, 53/16(Pt.), 53/18, (hereinafter referred to as the “**said Land**” to be developed by Tata Housing Developement Company Limited (hereinafter referred to as “**TATA HOUSING**”) having its registered office at Times Tower, 12th Floor, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel, (West), Mumbai 400 013.

I/We remit herewith a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) drawn on \_\_\_\_\_ Bank, Demand Draft/Bank Draft/Pay Order/Cheque No. \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/\_\_\_\_ in favour of “- **TATA HOUSING KALYAN PROJECT SALES PROCEEDS A/c**” payable at Mumbai / at par as ‘**Application Money**’.

I/ We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of Apartment/ Flat notwithstanding the fact that TATA HOUSING may have issued a receipt in acknowledgement of the Application Money tendered with the application and encashed the same. It is only after I/We am/are issued the Allotment Letter (mentioned hereunder) from the TATA HOUSING, as per the TATA HOUSING standard format that the allotment shall become binding upon the TATA HOUSING.

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

**SOLE/FIRST APPLICANT****JOINT / SECOND APPLICANT**

X

Residential Status : \_\_\_\_\_  
 (Resident/Non-Resident/Indian  
 /Person of Indian Origin/ others)  
 Permanent Address : \_\_\_\_\_  
 Phone : \_\_\_\_\_  
 (Home) (Work) (Mobile)  
 Email : \_\_\_\_\_  
 Correspondence Address : \_\_\_\_\_  
 (for Joint / Sole Applicant)  
 Phone : \_\_\_\_\_  
 (Home) (Work) (Mobile)

#### **COMPANY AS AN APPLICANT**

Name of Company : \_\_\_\_\_  
 Date of incorporation : \_\_\_\_\_  
 Registered Address : \_\_\_\_\_  
 Correspondence Address : \_\_\_\_\_  
 Name of the contact person : \_\_\_\_\_  
 Phone : \_\_\_\_\_  
 (Home) (Work) (Mobile)  
 Email : \_\_\_\_\_  
 PAN Card (Mandatory) : \_\_\_\_\_

#### **\*PROVISIONAL REGISTRATION FOR THE FOLLOWING RESIDENTIAL APARTMENT/ FLAT**

- (i) Residential Apartment / : 2 BHK (Compact) ☐  
 Flat Types 2 BHK (Regular) ☐  
 3 BHK (Compact) ☐  
 3 BHK(Regular) ☐  
 (Tick which is applicable)  
 (ii) Unit No. : \_\_\_\_\_  
 (iii) **Carpet Area** (CA)sq. ft. : \_\_\_\_\_  
 equivalent to **Saleable**  
**Area** (SA) sq. ft. \_\_\_\_\_

**\*Registration of only one Residential Apartment/ Flatper application permitted**

#### **PAYMENT**

- (i) **Sales Price** : Rs. \_\_\_\_\_  
 (ii) **Preferential Location** : As mentioned in **Annexure A**  
**Charges** \_\_\_\_\_  
 (iii) **Floor Rise** : Rs. \_\_\_\_\_

- (iv) Club House Development : Rs. \_\_\_\_\_  
Charges
- (v) Deposits & other charges : As mentioned in **Annexure A**

Whether the Applicant is a : ☐ Yes / ☐ No (Tick as applicable)  
employee of TATA Group  
?  
If yes, provide a copy of :  
the I- Card / proof of  
identity.

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

- (i) Whether the Applicant/s is : ☐ Yes / ☐ No (Tick as applicable)  
Director or related to any  
of the director/s of TATA  
HOUSING ?  
If yes, then kindly provide details in **Annexure “B”**

**APPLICANT WHETHER PIO / NRI**

- (i) Whether the Applicant/s is NRI ? : ☐ Yes / ☐ No  
Whether the Co -Applicant/s is NRI ? ☐ Yes / ☐ No  
  
(Tick as applicable)

I / We hereby declare that and confirm  
that I am/ We are a **Non Resident  
Indian** and I /We shall comply with all  
the statutory compliances as required  
from time to time under applicable  
laws/ rules and TATA HOUSING shall  
not be liable for the same in any  
manner whatsoever.

\_\_\_\_\_  
(Signature/s of Applicant/s)

- (ii) Whether the Applicant/s is PIO ? : ☐ Yes / ☐ No  
Whether the Co -Applicant/s is PIO ? ☐ Yes / ☐ No

I / We hereby declare that and confirm (Tick as applicable)

that I am/ We are a **Person of Indian Origin** and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and TATA HOUSING shall not be liable for the same in any manner whatsoever.

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(Signature/s of the Applicant/s)

### **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 accompanying GENERAL TERMS & CONDITIONS including consideration of the units 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 accompanying GENERAL TERMS & CONDITIONS, 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/ Flat owners 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 what is written in this form.
5. I /We, confirm that the sale is direct / through Sales Associate Mr./M/s \_\_\_\_\_

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Signature of the First/Sole Applicant

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Signature of the Joint /Second Applicant

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Name & Signature of the Sales Person

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Sales Associate Signature/Seal

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

Place:

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**Check - list for receiving officer:**

- (a) Application money Demand Draft/Pay Order/Cheque.
- (b) Amount Received
- (c) Customer's signature on all pages of the Application form at portions indicated with the letter 'X'
- (d) PAN No. & copy of PAN Card / Undertaking.
- (e) Any relationship disclosure/s made in Annexure C above, shall be promptly informed to the Secretarial Department at the Corporate Office of TATA HOUSING in the specified format.
- (f) If the Applicant is an NRI, the Applicant is required to furnish a true copy of the Applicant's valid Passport.
- (g) If the Applicant is a PIO, the Applicant is required to furnish a true copy of the Applicant's valid Passport & document evidencing PIO status.
- (h) If the Applicant is a Corporate entity then the copy of Memorandum Of Association (MOA), Board Resolution, Power of Attorney of the authorized signatory.
- (i) Self attested photographs of applicant, co-applicant
- (j) For Partnership Firm: Partnership Deed along with authority in favour of
- (k) Partner to sign application/documents
- (l) For Trust: Trust Deed
- (m) Form submitted through authorized representative
- (n) Authorization/ POA duly attested where a person is signing the application
- (o) Email ID and Mobile No. of the applicant(s).
- (p) Direct sale or through Sales Associate
- (q) Proof of residence (Ration card/ electricity bill / phone bill/ driving licence / voter's identity card)
- (r) Remarks, if any:

**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 a 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 two natural persons is permitted.

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

The Applicant(s)/Allottee(s), 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(s)/Allottee(s) shall also furnish the required declaration to TATA HOUSING on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and Person of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees.

In case any such permission is ever refused or subsequently found lacking by any Statutory Authority the amount paid towards booking and further consideration will be returned by TATA HOUSING as per rules without interest and the allotment cancelled forthwith and TATA HOUSING will not be liable in any manner on such account.

In case of foreign remittance the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by the Applicant/ Allottee.

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, as also a copy of the Income Tax Permanent Account Number Card (PAN Card) is to be submitted along with the application form).

## **2. APPLICATION FOR ALLOTMENT**

2. (a) The Applicant(s) {Allottee(s)} has/have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of Apartment/ Flatin the complex to be developed on the said Land by TATA HOUSING.

2. (b) That the term Allottee(s) shall mean and include his/her/their/ heirs, executors, administrators, successors and legal representatives.
2. (c) That the Allottee(s) has/have applied for allotment of Apartment/ Flatin 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.
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 Allottee(s). 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 Allottee(s) 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, the Local Bodies and/or other authorities applicable to the said Land and/or the complex.
2. (f) The Allottee(s) has/have verified and is satisfied with the documents/deeds, which entitles TATA HOUSING to allot theApartment / Flat, and such allotment of the Apartment / Flat to the Allottee(s) shall be made by TATA HOUSING on the terms and conditions as contained herein.

### 3. **APPLICATION PROCEDURE**

3. (a) The completed and duly signed Application Form is to be submitted to TATA HOUSING along with theDemand Draft Bank Draft/Pay Order/Chequein favour of “**TATA HOUSINGKALYAN PROJECT SALES PROCEEDS A/c**”, payable at Mumbai / at par towards Application money as shown in the Price and Payment Schedule annexed hereto as **Annexure ‘A’**.
3. (b) TATA HOUSING will acknowledge receipt of the Demand Draft Bank Draft/Pay Order/Cheque by signing the acknowledgement slip.
- 3.(c) If any of the cheque submitted by the Applicant(s)/ Allottee(s) to the TATA HOUSING is dishonoured for any reasons then the TATA HOUSING shall intimate the Applicant(s)/ Allottee(s) of the dishonour of the cheque and the Applicant(s)/ Allottee(s) would be required to tender/s a Demand Draft of the same amount to the TATA HOUSING within ten (10) days from the date of dispatch of such intimation by the TATA HOUSING and the same shall be accepted subject to ‘Dishonour Charges’ of Rs. 2000/- (Rupees Two Thousand only) for each dishonuor. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Allotment would be deemed cancelled.

### 4. **ALLOTMENT PROCEDURE**



- 4 (a) TATA HOUSING will communicate its decision to the Applicant(s)/ Allottee(s) within 120 (One Hundred and Twenty) days 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(s)/ Allottee(s) will be sent a communication within the time mentioned above 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 Apartment/ Flat(hereinafter also referred to as “**Agreement**”) will be executed between TATA HOUSING and the Applicant(s)/ Allottee(s). The terms and conditions of the Agreements shall be as may be decided by TATA HOUSING in its sole and unfettered discretion.
- 4.(c) The Applicant(s)/ Allottee(s) agree/s to abide by the terms and conditions set forth in the said Allotment Letter and the Agreement and also agree/s to sign the Agreement formally accepting the terms of sale and the Applicant(s)/ Allottee(s) agree/s to comply with all statutory requirements as applicable.
- 4.(d) On acceptance of the Application by TATA HOUSING, the Application money shall be treated as ‘Application Money’ towards Agreement. The Applicant/s shall be required to make payments in accordance with the annexed Schedule of Payments.

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

5. (a) 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(s) containing information known to the applicant as false are liable to be summarily rejected and allotment shall stand cancelled whenever such defect 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 charges as stated in clause 6(b). This application is a mere request by the Applicant(s)/ Allottee(s) for the allotment of Apartment/ Flat in the Complex and TATA HOUSING reserves the right to accept or refuse the allotment of Apartment/ Flat without assigning any reason whatsoever.

## 6. **WITHDRAWAL OF APPLICATION / CANCELLATION OF ALLOTMENT**

### 6. (a) **Before Allotment**

Applicants may withdraw their application prior to the allotment and may get full refund of the actual amount paid without any interest within 45 (forty five) days of receipt of the communication of withdrawal.

### 6. (b) **After Allotment**

- (I) The Allottee shall be entitled to cancel the allotment and upon such cancellation TATA HOUSING shall refund the monies paid by the Allottee without interest subject to forfeiture of following sums as detailed hereunder:
- (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 19.5% of the Sales Price.
  - (ii) Interest due in case of default, calculated till date of receipt of cancellation intimation.
  - (iii) All taxes paid.
- (II) TATA HOUSING on default of payment by the Allottee, shall be entitled to cancel the Allotment before registration of the Agreement for Sale and in such event the monies paid by the Allottee(s) shall be refunded without any interest subject to forfeiture of following sums as detailed hereunder:
- (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 19.5% of the Sales Price.
  - (ii) Interest due upon such default, calculated till date of issue of termination letter.
  - (iii) All taxes paid.
- (III) TATA HOUSING shall exercise the said right of cancellation/termination of the said Allotment Letter and/or the Agreement (as the case may be) subject to the following terms and conditions:
- (i) Upon non receipt of payment within due date, TATA HOUSING shall issue a notice to the Allottee to pay the amounts due within 45 (forty five) days of due date. The Allottee shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 9 (b) hereunder.
  - (ii) Upon non payment, TATA HOUSING shall in its sole, absolute and unfettered discretion be entitled to cancel/ terminate the allotment or the Agreement (as the case may be) upon the expiry of the 45 (forty five) days period as mentioned in the notice. TATA HOUSING will issue a cancellation / termination letter without any further notice to the Allottee.
  - (iii) 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/ Flatto 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 Allottee(s) shall not be entitled to raise any objection or dispute in this regard.
  - (iv) In the event, if the Agreement for Sale is executed and registered then in that event, the Applicant agrees and undertakes to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement, the balance amount, if any shall be paid to the Applicant only upon the cancellation of the Agreement and /or receipt of the Cancellation Deed, Documents, writings as aforesaid.

In the event of cancellation of Agreement as aforesaid, TATA HOUSING shall be entitled to file Declaration with respect to termination and cancellation of the Agreement, before the Sub Registrar of Assurances.

## **7.A PRICE**

### **7. (i) Payment**

- 7.(a) Price indicated in the Price & Payment Schedule shall be paid as per installments as indicated in **Annexure ‘A’**.

Price as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities would include (but not limited to), taxes like value added tax, works contract tax, service tax and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from the Allottee(s).

- 7.(b) The Applicant/s hereby agrees that, the Applicant /s shall be responsible and liable to pay both VAT (under Maharashtra Value Added Tax Act) and Service Tax as may be applicable on transfer and sale of Apartment /Flat by TATA HOUSING to the Applicant. The Applicant shall also be liable to pay interest/ penalty / loss incurred to TATA HOUSING on account of Applicant's failure and / or delay to pay VAT / Service Tax and / or such other levies, statutory charges etc. within 7(seven) days of being called upon by TATA HOUSING.

The Applicant/s further agrees that the Applicant/s shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of Residential Apartment / Flat with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.

It is further agreed by the Applicant/s that the Applicant shall before obtaining the possession of the said Flat/ Apartment pay the requisite amount of Maharashtra Value Added Tax, service tax if and any other tax (if applicable) for construction / sale of the Flat /Apartment to TATA HOUSING.

In addition to the above, the Applicant further agrees to pay Goods and Services Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of Flat/Apartment by TATA HOUSING to the Applicant.

- 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, material and labour then such excess cost of construction proportionate to the Flat/ Apartment shall be borne by the Applicant(s)/Allottee(s).

## **7.B Possession Time and Compensation:**

TATA HOUSING shall endeavor to give possession of the Apartment/ Flat to the Allottee(s) on or before \_\_\_\_\_ subject to force majeure circumstances and reasons beyond the control of TATA HOUSING. If TATA HOUSING fails to give possession of the Apartment/ Flat on the date as mentioned hereinabove, then TATA HOUSING shall pay to the Allottee(s) compensation calculated at 6% interest per annum for the amounts paid by the Allottee(s) towards the Flat / Apartment. Further, payment of compensation shall be subject to the interest as mentioned in clause No. 9 (b) hereunder.

Similarly, if the Allottee(s) fail to take possession within Thirty (30) days from the date of intimation in writing by TATA HOUSING, then the Allottee(s) shall be liable to pay holding charges to TATA HOUSING as per the rates mentioned in 7B hereinabove for the entire period of such delay.

8. 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. TIME OF PAYMENT OF ALLOTMENT MONEY/INSTALLMENTS AND OTHER DUES**

9. (a) It shall be incumbent on the Allottee(s) to comply with the terms of payment in respect of the Apartment/ Flat and any other sums payable under the General Terms & Conditions. Timely payment shall be the essence of each transaction.
9. (b) Payment of installment, and all other dues shall have to be made within due dates as would be mentioned in the letter(s) 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. Allottee(s) 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 taxes then the interest payable and then towards 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 as mentioned in 6 (b) (i) above.

In case of such cancellation TATA HOUSING shall deduct charges as provided in clause 6(b) and the Allottee(s) shall have no right, title, lien, claims or demands against the allotted Apartment/ Flat. All amounts paid by the Allottee(s) on various accounts will be refunded without any interest after deduction of 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(s) upto the date of the cancellation.

**10. TRANSFER OF APARTMENT(S) / FLAT(S) AND TRANSFER FEE AND OTHER CHARGES:**

10. (a) The Applicant(s)/Allottee(s), cannot transfer the booking or allotment in favour of a third party for 18 (eighteen) months from the date of allotment of the Apartment/ Flat. Transfer of booking may be permissible after 18 (eighteen) months subject to approval by TATA HOUSING, who may at its sole discretion permit the same on payment of transfer charges @ Rs75/- (Rupees Seventy Five) per sq. ft, [taxes extra] and 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. Stamp duty as applicable on this transfer shall be paid by the transferor / transferee.

However, the Applicant(s) / Allottee(s) agree/s and undertake/s to

- i) pay the administrative charges (applicable taxes) as fixed by TATA HOUSING;
- ii) register the Agreement in view of the changes by properly entering into Deeds/s documents and writings in case the Agreement is already registered before effecting the transfer as aforesaid. However, such transfer shall be allowed only once.

10. (b) However, anytime after allotment and before the execution of the registered Agreement in respect of the Apartment / Flat transfer fees of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra] shall be payable in case such transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee/Applicant and upon execution of such registered Agreement in respect of the Apartment/ Flat the parties to the Agreement should only join as parties in the Deed of Conveyance in respect of the Apartment/ Flat.

10.(c) Anytime after allotment and before the execution & registration of the Agreement in respect of the Apartment/ Flat the inclusion/ deletion of the name/s of the spouse or child, parents or brother or sister of the original Allottee as new Joint Allottee or change of Joint Allottee or swapping / interchanging between the First and Second / Joint Applicant / Allottee is permissible subject to charges of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra].

10. (d) The request for transfer, inclusion, deletion or swapping between the Applicants / Allottees shall be allowed anytime before execution of the Agreement for Sale and subject to clearing all the sums that shall be due and payable to TATA HOUSING on the date of submission of the request application.

**11. DOCUMENTATION FOR TRANSFER**

11. (a) It will be TATA HOUSING's endeavor to execute and register the Agreement for Sale / Sale Deed / Deed of Conveyance for the Apartment(s) / Flat(s) within the complex before handing over possession of the Apartment/ Flat. The Agreement / deed of transfer will be drafted by the Solicitors/Advocates of TATA HOUSING and shall be in such form and contain such particulars as be

approved by TATA HOUSING. No request for any changes, whatsoever, in the Agreement / deed of transfer will be entertained.

11. (b) In case, the Allottee(s) fails or neglects to get the Agreement registered within the date notified, physical possession of the Apartment/ Flat to the Allottee(s) may be withheld by TATA HOUSING and penalty if any payable under relevant laws for delay in completion of the registration of Agreement will be payable by the Allottee(s) till the registration of the Agreement / Sale Deed / Conveyance Deed is completed. TATA HOUSING shall have the right to cancel the allotment in case the Allottee(s) fails to have the Agreement registered within 30 (thirty) days from the date notified to the Allottee(s). Upon such cancellation, the amounts received from the allottee will be refunded without any interest but after deduction of applicable charges as stated in clause 6(b).
11. (c) The Allottee(s) will be required to pay, on demand, to TATA HOUSING or to the Concerned Authorities, as may be so decided by TATA HOUSING, the applicable stamp duty & registration charges for registration of the Agreement and/or deed of transfer of their respective Apartment(s) / Flat(s).

## **12. GENERAL**

- 12.(a) It is understood that the applicant(s) has/have applied for allotment of Apartment(s) / Flat(s) 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(s). It is further understood that the applicant 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.
- 12.(b) It is understood that the applicant has applied for allotment of an Apartment /Flat for residential purpose only.
- 12.(c) The Allottee(s) 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 /Flat owners. In case of Joint Allottee, any document signed/accepted/ acknowledged by any one of the Allottee(s) shall be binding upon the other Allottee.
12. (d) The expression 'Complex' wherever used in these terms and conditions shall always mean the complex on the said Land which will be known as “ \_\_\_\_\_ ”
12. (e) The Applicant/s is/ are aware that the plan approval of the complex “ \_\_\_\_\_ ” is under process and TATA HOUSING at its sole discretion shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, elevation etc. 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.

- 12.(f) That TATA HOUSING proposes to develop inter alia a recreational club with a pool, gym, etc.in the Complex subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and the Allottee(s) has agreed to avail membership of this club. This club may be developed simultaneous to or after development of the Apartment/ Flat. The Allottee(s) agrees to pay charges for the membership of the club and agrees to pay all such other charges as may be stipulated by TATA HOUSING from time to time. It is also clarified that the membership to the club will be available to the Allottee(s). No outsider, without prior permission of TATA HOUSING or maintenance agency will be allowed to have membership or right to use the Club and the facilities therein will be used on terms and conditions as may be stipulated by TATA HOUSING or maintenance agency from time to time.
- 12.(g) The Allottee(s) of the Apartment(s) / Flat(s) shall pay, as and when demanded, the maintenance including security deposit for providing, maintaining and up-keeping the Complex and other deposits and charges for the various services to be provided in the Complex, as may be determined by TATA HOUSING or the maintenance agency appointed for this purpose, as the case may be.
- 12.(h) The Allottee(s) undertakes to join any society/ association of the Apartment(s) / Flat(s) Owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by TATA HOUSING in its sole discretion for this purpose.
- 12. (i) The Applicant/s agree/s and confirm/s that if in the event of any major alteration/s /modification/s of the said building plans resulting in an increase /decrease in the Carpet / Saleable area of the Apartment/ Flat up to 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/s. In case, any change in plans, specifications or location due to revision of plans, permission, consent etc. is given by statutory authorities, the same shall be fully binding on the Applicant/s.
- 12. (j) The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/complex and the amenities and the facilities and the apartment(s) as shown in the various booklets/inserts of the application form are indicative only and 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 appropriate or as may be directed by competent authorities and statutory bodies.

12. (k) 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 Allottee(s) whenever asked in support of 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 Allottee(s) shall be of the essence of allotment of the Apartment/ Flat. Failure on the part of the Allottee(s) to implement and comply with this essential condition will be treated as a breach of the said Allotment Letter and/or the Agreement (as the case may be), and TATA HOUSING shall thereupon be entitled to cancel and terminate the said Allotment Letter and/or the Agreement (as the case may be). However, on or before the execution of the Agreement, the respective Apartment/ Flat of the Allottee(s) will be freed from all such encumbrances.
12. (l) TATA HOUSING will have the right to decide which block(s)/building(s) to construct first. All the buildings may not be constructed simultaneously.
- 12.(m) TATA HOUSING has made clear to the Allottee(s) that it may be carrying out extensive developmental/ construction activities at any time in future in the entire area falling outside the land beneath footprint of the Building, in which his/ her Apartment/ Flat is located and that the Allottee(s) has confirmed that he/ she shall not raise any objections or make any claims or default in any payments as demanded by TATA HOUSING on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities.
- 12.(n) It is made clear that the Allottee(s) shall have no right to claim partition of the said land and/ or common areas/ facilities and even the Apartment/ Flat is not partitionable.
- 12.(o) 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 Allottee(s) 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 Allottee(s).
- 12.(p) If for any reason(s), TATA HOUSING is not in a position to allot the Apartment/ Flat applied for due to revision of the building plans or for any reasons whatsoever beyond the control of TATA HOUSING, TATA HOUSING shall refund only the actual amount paid, without any interest and TATA HOUSING shall not be liable for payment of any compensation on this account whatsoever.
- 12.(q) In case during the course of construction and/or after the completion of the complex, further construction on any portion of vacant land or building or terrace becomes possible, TATA HOUSING shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Allottee(s) in the said Land and /or in the common



area/s and facilities shall stand varied accordingly. All the Allottee(s) shall be deemed to have given their consent to such construction by TATA HOUSING.

- 12.(r) No request for modification or change in the exterior facades of the building will be permitted.
- 12.(s) 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.
- 12.(t) Certain infrastructure like Complex level, drainage, sewerage, approach road inside the Complex including street lighting, fire fighting equipments and its water supply network external electrical network etc. may be common with other zones/dwelling Apartment/ Flat within the Complex, the maintenance and management of which will lie in the hands of an apex body of such zones/ dwelling Apartment/ Flat association/registered institutional body formed or any other Apartment/ Flat /alternative arrangement which TATA HOUSING finds most suitable for proper maintenance of such common facilities of Complex. The Association of Apartment/ Flat owners will be required to be a member of such apex body 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 Allottee(s), from the date of notice of possession the required maintenance fee till such time the Association of Apartment/ Flat owners takes over the management and maintenance of the complex. In the event of individual society/ association of Apartment/ Flat owners of each building is formed, TATA HOUSING may retain the maintenance deposit till the completion of the Complex for maintenance of common infrastructure. The balance deposit if any remaining shall be handed over thereafter either to the respective society/association of Apartment/ Flat owners or to the Apex Body.
- 12.(u) The Terms and Conditions contained here shall be deemed to form part of the Application by the Applicant(s)/ Allottee(s) and all allotments shall be strictly subject to these Terms and Conditions. All designs, measurements, specifications mentioned and stated therein are tentative and subject to changes.
- 12.(v) The Applicant(s)/ Allottee(s) hereby also covenants to observe and perform all the terms and conditions of the booking, and/or allotment and/or the Agreement and/or Conveyance Deed, to keep the TATA HOUSING and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that TATA HOUSING may suffer as a result of nonpayment, non-observance, or non-performance of the terms and conditions mentioned herein and/or Agreement and/or Conveyance Deed by the Applicant(s)/ Allottee(s).
- 12.(w) In addition to the Applicant(s)/ Allottee(s) liability to pay interest as mentioned hereinabove, the Applicant(s)/ Allottee(s) shall also be liable to pay and reimburse to TATA HOUSING, all the costs, charges expenses and

penalty / interest due thereon, whatsoever, which are borne, paid and/or incurred by TATA HOUSING for the purpose of enforcing payment of and recovering from the Applicant(s)/ Allottee(s) any amount/s or due/s whatsoever payable by the Applicant(s)/ Allottee(s) under this Application Form or the Allotment Letter (when issued) or the Agreement (when executed).

- 12.(x) All correspondence will be made with applicants 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 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 allottees.
- 12.(y) The applicants must quote the application number / Customer ID as printed in the acknowledged Pay-in-Slip and on allotment, their Apartment/ Flat Number as indicated in the said Allotment Letter, in all future correspondence.

### **13. BREACH**

Should the Allottee(s) 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 Allottee(s) after deduction of due interest, if any, on delayed payments and charges as stated in clause 6(b) above.

### **14. JURISDICTION AND ARBITRATION**

14. (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.
14. (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.
14. (c) All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Maharashtra.

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### **Annexure A**

(Payment Schedule and Deposits and other charges)

- Deposits, stamp duty, registration fees, VAT & Service Tax etc., if any whenever called for shall be paid /payable by the Applicant/ Purchaser.
- Service Tax and VAT and any other taxes, levies, charges as applicable from time to time are payable on the consideration at the rate applicable from time to time.
- Electricity / Water charges shall be charged on actuals.

#### **Annexure B**

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

- (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 : Name/s: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Nature of Relationship: \_\_\_\_\_
- (ii) Whether the Applicant/s is/are interested in the entity/s in which director/s of TATA HOUSING is/are interested? : ☐ Yes / ☐ No (Tick as applicable)
- (iii) If yes in Sr. No. (ii) above then specify the name/s of the Entity/s in which the Applicant/s is interested. : Name/s of the Entity/s: \_\_\_\_\_  
 \_\_\_\_\_  
 Nature of Interest: \_\_\_\_\_

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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#### ACKNOWLEDGEMENT SLIP

Received Application No. \_\_\_\_\_

Name of the Sole / First Applicant:

Mr/Mrs/Ms/Master \_\_\_\_\_

Demand Draft /Pay Order/Cheque.No. \_\_\_\_\_ Dated \_\_\_\_/\_\_\_\_/\_\_\_\_ drawn  
on \_\_\_\_\_ Bank \_\_\_\_\_ Branch

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

Name & Signature of Sales Person

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