

APPLICATION FORM

Date of Booking: _____
Customer Code No: _____
Sales Order No: _____

TATA Value Homes Limited
Eruchshaw Building,
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 “**La Montana**” to be developed by Tata Value Homes Limited (hereinafter referred to as “**TVHL**” which is a 100% subsidiary of Tata Housing Development Company Limited) bearing survey numbers 133,126/2, 134/4C and 134/4A/2 situate at Village Vadgaon, Taluka Mawal and District Pune (hereinafter referred to as the “**said Land**”).

I/We remit herewith a sum of Rs. _____ (Rupees _____

_____ only) drawn on
_____ Bank, Demand Draft/Pay Order/Cheque

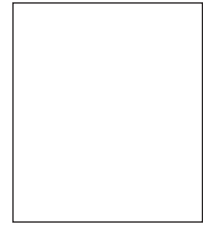
No. _____ dated ___/___/_____ in favour of “**TVHL Talegaon Project Sales Proceeds A/C**” payable at Nariman Point, Mumbai Branch), payable at par as ‘**Application Money**’.

(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.)

First Applicant's Signature

Second Applicant's Signature

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



FIRST APPLICANT

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

Name: Mr./Mrs./Ms. _____

Guardian's Name (if minor): _____

Date of Birth: ___/___/____ **Gender:** Male Female

Marital Status: Married Unmarried Other

Wedding Anniversary: ___/___/____

Nationality: _____ **Occupation:** _____

IT PAN: _____ (Mandatory)

Residential Status: Resident Non Resident Indian(NRI) Person of Indian Origin(PIO)

Correspondence Address : Flat Number _____ Tower Name _____

Building Name _____

Locality / Road Name _____

CITY _____ STATE _____ Postal Code (PIN) _____

Email: _____

I wish to receive all communications from TVHL via email as mentioned hereinabove.

Permanent Address: Tick if same as "Correspondence Address"

Flat Number _____ Tower Name _____

Building Name _____

Locality / Road Name _____

CITY _____ STATE _____ Postal Code (PIN) _____

Phone:Home: _____
Country Code City/STD code

Work: _____
Country Code City/STD code

Mobile: _____
Country Code

Employment Type: Salaried Self employed

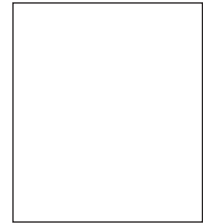
Profession/ Job Title: _____

Company Name: _____

First Applicant's Signature

Second Applicant's Signature

SECOND/JOINT APPLICANT



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

Name: Mr./Mrs./Ms. _____

Relation with the First Applicant: _____

Guardian's Name (if minor): _____

Date of Birth: ____ / ____ / ____ **Gender:** Male Female

Marital Status: Married Unmarried Other

Wedding Anniversary: ____ / ____ / ____

Nationality: _____ **Occupation:** _____

IT PAN: _____ (Mandatory)

Residential Status: Resident Non Resident Indian(NRI) Person of Indian Origin(PIO)

Correspondence Address : Tick here if same as Correspondence Address of "First Applicant"

Flat Number _____ Tower Name _____

Building Name _____

Locality / Road Name _____

CITY _____ STATE _____ Postal Code (PIN) _____

Email: _____

I wish to receive all communications from TVHL via email as mentioned hereinabove.

Permanent Address : Tick here if same as permanent address of "First Applicant"

Flat Number _____ Tower Name _____

Building Name _____

Locality / Road Name _____

CITY _____ STATE _____ Postal Code (PIN) _____

Phone: Home: _____
Country Code City/STD code

Work: _____
Country Code City/STD code

Mobile: _____
Country Code

Employment Type: Salaried Self employed

Profession/ Job Title: _____

Company Name: _____

First Applicant's Signature

Second Applicant's Signature

COMPANY AS AN APPLICANT

Name of Company: _____

Date of Incorporation: ____ / ____ / ____
(Please leave a space between each part of the address)

Correspondence Address: _____

City _____ State _____ Pin Code _____

Registered Address: Tick if same as "Correspondence Address"

Flat Number _____ Tower Name _____

Building Name _____

Locality / Road Name _____

CITY _____ STATE _____ Postal Code (PIN) _____

Name of the contact person: _____

Phone: Home: _____
Country Code City/STD code

Work: _____
Country Code City/STD code

Mobile: _____
Country Code

Email: _____

Company PAN Card (Mandatory): _____

***Nomination by:**

1. First Applicant: Name of the Nominee _____

2. Second Applicant: Name of the Nominee _____

The nomination will be allowed only once till the formation of the Society/Condominium [as the case may be].

Bank account details for refund (in case of non-allotment of Residential Flat/Apartment)

Name of Account Holder : _____

Bank Account Number : _____

Bank Name : _____

Branch Location : _____

City : _____

MICR Code : _____

IFSC Code : _____

***PROVISIONAL REGISTRATION FOR THE APARTMENT/FLAT**

	Unit Type	Carpet Area	Price
(i)			
(ii)			
(iii)			

*Each allotted Apartment/Flat will be registered individually

PAYMENT		
(i)	Sales Price:	Rs. _____ (Rupees _____ only)
(ii)	Source of Funds:	Self Finance _____ Loan _____ If loan, kindly mention the amount of loan sought Rs. _____ (Rupees _____ only)
(iii)	Source of Booking:	Direct: _____ Broker Name: _____ Sales Associate: Name _____ Mr. _____
(iv)	Whether the Applicant is an employee of TATA Group?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, kindly provide a copy of the I- Card / proof of identity

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

Whether the Applicant/s is Director or related to any of the director/s of TVHL?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, then kindly provide details in Annexure "B"
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If yes, then kindly provide details in **Annexure "C"**

First Applicant's Signature

Second Applicant's Signature

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 TVHL 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 TVHL.
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 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 TVHL shall not be liable for the same in any manner whatsoever. We shall keep TVHL informed about any change in the above status.
5. I / We hereby declare that and confirm 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 TVHL shall not be liable for the same in any manner whatsoever. We shall keep TVHL informed about any change in the above status.
6. I/We have signed this Application Form after having read and understood what is written hereinabove.

.....
Signature of the First Applicant

.....
Signature of the Second Applicant

Date: ____ / ____ / ____

Place: _____

LIST OF DOCUMENTS/ DETAILS TO BE PROVIDED BY THE APPLICANT/ SECOND APPLICANT

1. Application money via Demand Draft/ Pay Order / Cheque
2. Name of the Applicant and the Application Number behind the demand draft/pay order/cheque and all supporting documents. Authorization/ POA to be duly attested where a person is signing the Application.
3. PAN No. & copy of PAN Card / Undertaking
4. Copy of Company Identification Number and Certificate of Incorporation
5. Email ID and Mobile No. of the Applicant/ Second Applicant
6. Proof of Residence (ration card/ electricity bill/ phone bill/ driving license/ voter's identity card)
7. Relationship disclosure/s made in Annexure 'C' above
8. If the Applicant/ Joint Applicant being a Resident Indian, a true copy of their valid Passport to be furnished.
9. If the Applicant/ Joint Applicant being a Non-Resident Indian (NRI)/ Person of Indian Origin (PIO), true copy of their valid Passport & documents evidencing NRI/PIO status.
10. Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or Hindu Undivided Family (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). Also copy of Memorandum of Association (MOA), Board Resolution, Power of Attorney of the authorized signatory is to be submitted along with the Application Form).
11. For Partnership Firm, a Partnership Deed along with authority in favour of Partner to sign application/documents.
12. For Trust, a Trust Deed
13. Form submitted through authorized representative
14. First Applicant and Second Applicant's signature on all pages of the Application Form at portions indicated at the bottom of the page .

Name & Signature of the Receiving Officer
(Confirming receipt of all the documents)

GENERAL TERMS & CONDITIONS

- 1.(a) **Who Can Apply:** 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).
 - b) **Change of Residential Address:** Applicants are required to keep TVHL informed in lieu of changes of their residence status in writing.
 - c) **Comply with Provisions:** The Applicant(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) shall also furnish the required declaration to TVHL on the prescribed format, if necessary. All refunds, if any, shall, however, be made in Indian Rupees only.
 - d) **TVHL's non-liability:** 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 TVHL as per rules without interest and the allotment cancelled forthwith and TVHL will not be liable in any manner on such account.
 - e) **Foreign remittance:** 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(s)/ Allottee(s).
 - f) **Obtaining Permission:** The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from appropriate authorities for the purchase of the Apartment/Flat and TVHL shall not be responsible for the same. The Applicant/s shall keep TVHL informed about the status of the requisite permissions. Allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and further consideration will be returned by TVHL as per rules without interest and the allotment cancelled forthwith and TVHL will not be liable in any manner on such account. The Applicant/s shall cease to have any right title and / or interest in the unit.
2. **ALLOTMENT:**
- a) **Apply for Allotment:** The Applicant(s)/ Allottee(s) has/have applied on the terms and conditions as agreed and set forth herein, for allotment of an Apartment/ Flat in the complex to be developed on the said Land by TVHL.
 - b) **Applicant(s)/Allottee(s) shall mean and include:** his/her/their/heirs, executors, administrators, successors and legal representatives.
 - c) **Knowledge of laws, notifications etc:** That the Applicant(s)/Allottee(s) has/have applied for allotment of an Apartment/ Flat 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 TVHL in the said Land/complex.
 - d) **Provisional Allotment:** 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 TVHL in favour of the Applicant(s)/Allottee(s). However, the provisional allotment shall be subject to timely payment of the total price and all related dues to TVHL.
 - e) **Abide all laws, rules etc:** That the Applicant(s)/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.

- f) **Verification of documents:** The Applicant(s)/Allottee(s) has/have verified and is satisfied with the documents/deeds, which entitles TVHL to allot the Apartment/ Flat and such allotment of the Apartment/ Flat to the Applicant(s)/Allottee(s) shall be made by TVHL on the terms and conditions as contained herein.

3. APPLICATION PROCEDURE

- a) **Application signed by the Applicant(s):** The completed Application Form shall be duly signed by Applicant/s and submitted along with the Cheque / Demand Draft / Pay Order in favour of “ _____ A/c” (_____ Branch)”, payable at par for the amount of Application money as shown in the Price and Payment Schedule annexed hereto as Annexure ‘A’.
- b) **Acknowledgment of Receipts by:** TVHL or its authorized agents will acknowledge receipt of the Demand Draft Bank Draft/ Pay Order/ Cheque by signing the acknowledgment slip. There will be no other acknowledgement for receipt of the Application Form and the Application money paid.
- c) **Dishonour of the Cheque:** If any of the cheque submitted by the Applicant(s)/ Allottee(s) to TVHL is dishonoured for any reasons then TVHL 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 TVHL within ten (10) days from the date of dispatch of such intimation by TVHL and the same shall be accepted subject to ‘Dishonor Charges’ of Rs.2000/- (Rupees Two Thousand only) (taxes shall be extra, if applicable) for each dishonour. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Allotment may be cancelled at the sole and unfettered discretion of TVHL subject to provisions in Clause No. 6 (b) hereunder.

4. ALLOTMENT PROCEDURE

- a) **Communication Date:** TVHL will communicate its decision to the Applicant(s)/ Allottee(s) within a period of 02 months from the date of receipt of the Application. If the Application is not accepted, the Application Money shall be returned without interest.
- b) **Communication Letter:** If the Application is accepted by TVHL, 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 Residential Apartment/ Flat (hereinafter also referred to as “**Agreement for Sale**”) will be executed between TVHL and the Applicant(s)/ Allottee(s). The terms and conditions of the Agreement for Sale shall be as may be decided by TVHL in its sole and unfettered discretion.
- c) **Terms & Conditions:** The Applicant(s)/ Allottee(s) 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(s)/ Allottee(s) agree/s to comply with all statutory requirements as applicable.
- d) **Acceptance of Application by TVHL:** On acceptance of the Application by TVHL, the application money shall be treated as ‘Application Money’ towards the Flat /Apartment. The Applicant/s shall be required to make payments in accordance with the annexed Schedule of Payments.

5. REJECTION AND REFUNDS

- a) **Rejection of Application:** 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 administrative charges as stated in clause 6(b).

- b) Refund of Application Money: Application money received from the Applicant/s will be refunded without interest to the Applicant(s) who are unable to get an allotment from TVHL and Cheque for such refund shall be dispatched within 60 (sixty days) from the date of receipt of the communication of non allotment.

6) **TIMELY PAYMENT OF ALLOTMENT MONEY/INSTALLMENTS AND OTHER DUES**

- (a) It shall be incumbent on the Applicant(s)/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.
- (b) Payment of installment, and all other administrative dues shall have to be made within due dates as would be mentioned in the letter(s) of TVHL 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 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 as mentioned in 7 (b) (i) below.
- (c) In case of cancellation, TVHL shall deduct the charges as provided in clause 7(b) and the Applicant(s)/Allottee(s) shall have no right, title, lien, claims or demands against the allotted Apartment/Flat. All amounts paid by the Applicant(s)/Allottee(s) on various accounts will be refunded without any interest after deduction of administrative charges as stated in clause 7(b). In addition to the above, TVHL shall also forfeit the full amount of VAT/Service tax collected/payable by the Allottee(s) upto the date of the cancellation.

7. **WITHDRAWAL OF APPLICATION / CANCELLATION OF ALLOTMENT BY THE APPLICANT**

- a) **Withdrawal of Application before Allotment:** Applicants may withdraw their application prior to the allotment and may get full refund of the Application money without any interest within 45 days of receipt of the communication of withdrawal.

- b) **Cancellation of Allotment by TVHL:**

- I. **Before execution of Agreement for Sale:**

The Applicant(s)/Allottee(s) shall be entitled to cancel the allotment any time before the execution of the Agreement for Sale and upon such cancellation, TVHL shall refund the monies by the Applicant(s)/Allottee(s) as per the relevant provision of the relevant Act on the date of cancellation 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 along with applicable taxes shall be forfeited and the balance, if any, shall be refunded (without interest).
- (ii) Interest due in case of default, calculated till date of receipt of cancellation intimation, shall be forfeited.
- (iii) All monies are payable up to the date of cancellation.

- II. **On default of payment before execution of Agreement for Sale:**

On default of payment by the Applicant(s)/Allottee(s), TVHL shall be entitled to cancel the Allotment

anytime before execution of the Agreement for Sale and upon such cancellation TVHL shall refund the monies paid by the Applicant(s)/Allottee(s) as per the relevant provision of the relevant Act on the date of cancellation 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 along with applicable taxes and the balance, if any, shall be refunded (without interest).
- (ii) Interest due in case of default, calculated till date of issue of termination letter.
- (iii) All taxes paid and payable up to the date of cancellation.

III By TVHL:

TVHL shall exercise the said right of cancellation/ termination of the said allotment Letter and/or the Agreement (as the case may be):

- (i) Upon non receipt of payment within due date, TVHL shall issue a notice to the Applicant(s)/Allottee(s) to pay the amounts due within 60 (Sixty) days of due date. Post due date, the Applicant(s)/Allottee(s) shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 9(b) hereunder.
- (ii) Upon nonpayment, TVHL 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 60 (Sixty) days from the due date period as mentioned in the notice. TVHL will issue a cancellation/ termination letter without any further notice to the Applicant(s)/Allottee(s).
- (iii) Upon the cancellation and termination of the said Allotment Letter and/ or the Agreement for Sale (when executed), TVHL shall be at a liberty to sell or otherwise dispose off the Apartment/Flat to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as TVHL may in its sole, absolute and unfettered discretion think fit and proper and the Applicant(s)/Allottee(s) shall not be entitled to raise any objection or dispute in this regard.
- (iv) In the event, the Agreement for Sale is executed and registered, the Applicant(s)/ Allottee(s) agrees and undertakes to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement for Sale, the balance amount, if any shall be paid to the Applicant only upon the cancellation of the Agreement for Sale and/ or receipt of the Cancellation Deed, Documents, writings as aforesaid.

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

8. PRICE

(a) Price

Price indicated in the Price & Payment Schedule shall be paid as per Annexure-A. Price 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 Applicant(s)/Allottee(s).

(b) Payment of Taxes

The Applicant(s) / Allottee(s) hereby agrees that, the Applicant/s / Allottee(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 TVHL to the Applicant(s)/ Allottee(s). The Applicant(s)/ Allottee(s) would also be liable to pay interest/ penalty/ loss incurred to TVHL 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 TVHL.

The Applicant/s /Allottee(s) further agrees that the Applicant/s/ Allottee(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 / Allottee(s) that the Applicant(s)/ Allottee(s) shall before obtaining the possession of the said Apartment/Flat, pay the requisite amount of Maharashtra Value Added Tax, service tax if and any other tax (if applicable) or any other charges levied by statutory authorities by time to time for construction/ sale of the Apartment/Flat to TVHL.

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

(c) **Payment of Charges**

Advance Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/ legal charges and any other charges/ deposits as may be applicable, shall be separately charged either by TVHL or the Maintenance Agency appointed by it.

(d) **Increase in Cost of Construction**

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 Flat /Apartment shall be borne by the Applicant(s)/Allottee(s).

(e) **Possession Time and Compensation**

TVHL shall endeavor to give possession of the Apartment/Flat to the Applicant(s)/Allottee(s) on or before _____ but subject to force majeure circumstances and reasons beyond the control of TVHL. If TVHL fails to give possession of the Apartment/Flat on the date mentioned hereinabove then, TVHL shall be entitled to reasonable extension of time of 6 [six] months for giving possession, thereafter TVHL shall pay to the Applicant(s)/Allottee(s) compensation @ 6% per annum for the amounts paid towards Apartment/Flat from the date of possession as mentioned herein till the date of actual possession.

The compensation shall be calculated on the basis of the saleable area more particularly to be mentioned in the Agreement to be executed.

However, the compensation shall not be paid:

a) For the period of delay caused in getting essential infrastructure facilities such as electricity, water supply etc. beyond the extension in case of force majeure circumstances as mentioned hereinabove,

and/or

b) If the Applicant(s)/Allottee commits any breach of terms and conditions contained herein or the Agreement for Sale [when executed] by the Allottee.

Similarly, if the Applicant(s)/Allottee(s) fails to take possession within Thirty (30) days from the date of intimation in writing by TVHL, then the Allottee(s) shall be liable to pay maintenance charges to TVHL.

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

10. **LOCKIN PERIOD AND TRANSFER FEE**

- (a) The Applicant(s)/Allottee(s), cannot transfer the booking or allotment in favour of a third party for 12 (Twelve) months from the date of allotment of the Apartment/Flat. Transfer of booking or allotment may be permissible after 12 (twelve) months subject to approval by TVHL, who may at its sole discretion permit the same on payment of transfer charges of 3% on the Sale Price [taxes extra] and other administrative charges as may be fixed by TVHL 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 TVHL. Stamp duty as applicable on this transfer shall be paid by the transferor / transferee.

The Applicant(s) / Allottee(s) agree/s and undertake/s to:

- i) pay the administrative charges as fixed by TVHL;
 - ii) register the Agreement for Sale in view of the changes by properly entering into deeds/s documents and writings, in case the Agreement for Sale is already registered before effecting the transfer as aforesaid.
- (b) However, any time before the execution of the registered Agreement for Sale in respect of the Flat /Apartment 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(s)/Applicant(s) and upon execution of such registered Agreement for Sale in respect of the Flat /Apartment, the parties to the Agreement for Sale should only join as parties in the Deed of Conveyance in respect of the Flat /Apartment. Such transfer shall be allowed only once.
- (c) Anytime before the execution & registration of the Agreement for Sale 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]. Such transfer shall be allowed only once.
- (d) The request for transfer, inclusion, deletion or swapping between the Applicants / Allottees shall be allowed subject to clearing all the sums that shall be due and payable to TVHL on the date of submission of the request application.

11. **DOCUMENTS FOR TRANSFER AND REGISTRATION**

- (a) Execution of Agreement for Sale: It will be TVHL's endeavor to execute and register the Agreement for Sale of the Apartment(s)/ Flat(s) within the complex before handing over possession of the Flat /Apartment. The Agreement for Sale /Deed of transfer will be drafted by the Solicitors/Advocates of TVHL and shall be in such form and contain such particulars as be approved by TVHL. No request for any changes, whatsoever, in the Agreement for Sale /Deed of transfer will be entertained.
- (b) Registration of Agreement for Sale: In case, the Applicant(s)/Allottee(s) fails or neglects to get the Agreement for Sale registered within the date notified, physical possession of the Flat /Apartment to the Applicant(s)/Allottee(s) may be withheld by TVHL 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(s)/ Allottee(s) till the registration of the Agreement for Sale is completed. TVHL shall have the right to cancel the allotment in case the Applicant(s)/Allottee(s) fails to have the Agreement for Sale registered within 15 days from the date notified to the Allottee(s). Upon such cancellation, the amounts received from the Applicant/Allottee will be refunded without any interest but after deduction of applicable administrative charges as stated in clause 6(b).

- (c) Payment of applicable Stamp Duty & Registration Charges, on demand: The Applicant(s)/Allottee(s) will be required to pay, on demand, to TVHL or to the Concerned Authorities, as may be so decided by TVHL, the applicable stamp duty & registration charges for registration of the Agreement for Sale and/or deed of transfer of their respective Apartment(s)/Flat(s).

12. GENERAL

- (a) It is understood that the Applicant(s)/Allottee(s) has/ have applied for allotment of Residential Apartment (s)/Flats (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)/ Allottee(s). It is further understood that the Applicant /Allottee have fully satisfied himself/ herself about the right, and/ or interest of TVHL in the said Land on which construction of the complex will be/ are being constructed.
- (b) The Applicant(s)/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 TVHL 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 Applicant(s)/Allottee(s) shall be binding upon the other Allottee.
- (c) The plan approval of the said Complex has been granted by Collector, Pune vide order dated 21/11/2012 bearing No. PMA/NA/SR/213/12. TVHL 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.
- (d) The Applicant(s) /Allottee(s) agree/s and confirms 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 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/s/Allottee (s). In case, any change in plans, specifications or location due to change of plans, permission, consent etc. is given by statutory authorities, the same shall be fully binding on the Applicant/s/Allottee /(s).
- (f) TVHL 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 TVHL and the Applicant(s)/Allottee(s) whenever asked in support of by TVHL in this regard, shall give and grant to TVHL, 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(s)/Allottee(s) shall be of the essence of allotment of the Flat /Apartment. Failure on the part of the Applicant(s)/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 for Sale (as the case may be), and TVHL shall thereupon be entitled to cancel and terminate the said Allotment Letter and/or the Agreement for Sale (as the case may be). However, on or before the execution of the Agreement for Sale, the respective Apartment/Flat of the Applicant(s)/Allottee(s) will be freed from all such encumbrances.
- (g) The Applicant(s)/Allottee(s) of the Apartment/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 TVHL or the maintenance agency appointed for this purpose, as the case may be.
- (h) The Allottee(s) undertakes to join any society/ association of the Apartment/Flat Owners and to pay

any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by TVHL in its sole discretion for this purpose.

- (i) TVHL will have the right to decide which block(s)/ building(s) to construct first. All the buildings may not be constructed simultaneously. The Project will be completed in various construction phases and availability of few common amenities, services and club house will be dependent on the construction phasing and may get ready till the last phase is completed or /and at the end of the project.
- (j) TVHL has made clear to the Applicant(s)/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 TVHL on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities.
- (k) It is made clear that the Applicant(s)/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. There shall not be any physical boundaries/fencing between the Apartment/Flat/s.
- (l) Due to any operation of law or any statutory order or otherwise as may be decided by TVHL, if a portion of the entire scheme or the entire scheme is discontinued or truncated then the Applicant(s)/Allottee(s) affected by such discontinuation or truncation will have no right of compensation from TVHL. TVHL will, however, refund all the money received from the Applicant(s)/Allottee(s) without any interest however, subject to deductions of taxes paid by the Applicant(s)/Allottee(s) as per the relevant provision of the relevant Act on the date of discontinuation of the scheme.
- (m) 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, TVHL shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Applicant(s)/Allottee(s) in the said Land and/ or in the common area/s and facilities shall stand varied accordingly. All the Applicant(s)/Allottee(s) shall be deemed to have given their consent to such construction by TVHL.
- (n) No request for modification or change in the exterior facades of the Apartment/Flat will be permitted. The Applicant(s)/Allottee(s) shall convey the details of modifications within 15 (fifteen) days of receipt of communication by TVHL to that effect. No reimbursement or deduction in the value of Apartment/Flat shall be considered by TVHL in case the Applicant(s)/Allottee(s) desires (with prior written approval/consent of TVHL) to do some works /install some different fittings/floorings etc. on his/her own within the Apartment/Flat and request TVHL not to do such work/install fittings/floorings etc. within the Apartment/Flat subject to the prior written approval of TVHL.
- (o) In the event of paucity or non-availability of any material, TVHL may use alternative materials/ article but of similar good quality. Decision of TVHL on such changes shall be final.
- (p) Certain infrastructure like Complex level drainage, sewerage, approach road inside the Complex including street lighting, fire fighting equipment's and its water supply 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 apartments/ flats/ association/ registered institutional body formed or any other alternative arrangement which TVHL 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, TVHL 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, TVHL 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/Flat owners or to the Apex Body.

- (q) The Terms and Conditions contained here shall be deemed to form part of the Application by the intending 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.
- (r) 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 TVHL 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 TVHL 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).
- (s) 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 TVHL, all the costs, charges expenses and penalty/ interest due thereon, whatsoever, which are borne, paid and/ or incurred by TVHL 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).
- (t) All correspondence will be made with first applicants at the address for correspondence on TVHL's record initially indicated in the Application Form. Any change of address will have to be notified in writing to TVHL at its registered office and acknowledgement obtained for such change. In case there is a joint Allottee, all communication shall be sent by TVHL to the first Allottee and which shall for all purposes be considered as served on both Allottees.
- (u) The Applicant(s) / Allottee(s) confirm/s that he/ she does not have any objection for TVHL sending communication via telephone or e-mail regarding its upcoming projects and related offers.
- (w) The Applicants/ Allottee(s) must quote the Customer Identification Number 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.
- (x) TVHL, 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. However, the refund shall be subject to deductions of taxes paid by the Applicant(s)/Allottee(s), as per the relevant provision of the relevant Act on the date of such refund.

12. **DISCLAIMER FOR SHOW RESIDENTIAL APARTMENT/FLAT**

- (a) **Standard fittings:** The Applicant(s) agree/s and understand/s that all the materials and fittings which are exhibited in the show Apartment/Flat may vary as to its make, color, shade, shape and appearance from the ones provided in the actual Apartment/Flat agreed to be constructed.
- (b) **Interiors:**
The Applicant(s) agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the show Apartment/Flat are provided only to give a vision of a furnished Apartment/Flat as per the advice of the interior designer. The layout of the show Apartment/Flat may have been changed at some places as per the advice of the interior designer.

(c) **Dimensions:**


The Applicant(s) also agree/s and understand/s that the dimensions and the area of the said Apartment/Flat, which is agreed to be constructed, shall vary from this show Apartment/Flat based on the floor, block and location of the Apartment/Flat.

13. **BREACH**

Should the Applicant(s)/Allottee(s) fail to perform or observe any of the stipulations contained herein, TVHL 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 TVHL, shall be returned to the Allottee(s) after deduction of due interest, if any, on delayed payments and administration charges as stated in clause 6(b) above.

14. **JURISDICTION AND ARBITRATION**

- (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.
- (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 TVHL at Mumbai only. The proceeding of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.
- (c) All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Mumbai.

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.

First Applicant's Signature

Second Applicant's Signature

Annexure B
(Deposit and other Charges)

Annexure 'C'

**RELATIONSHIP WITH THE DIRECTOR/S OF TVHL 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 along with 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 TVHL is / are interested?	<input type="checkbox"/> Yes / <input type="checkbox"/> 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: _____

Nature of Interest: If any director/s or relative of such director/s of TVHL 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 TVHL 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 TVHL 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 TVHL 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.

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



