

NEW HAVEN
APPLICATION FORM

3922

Application No

Tata Housing Development Company Limited
2nd Floor, City Ice Building
298, Perin Nariman Street, 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 New Haven to be developed by Tata Housing Development Company Limited (hereinafter referred to as "**Tata Housing**") situate at Gut Nos.107/1,107/2,107/3,107/4,107/5,107/6 and 107/7, situate at Village Betegaon, Taluka Palghar, District Thane (hereinafter referred to as "**said Land**").

I/We remit herewith a sum of Rs.

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(Rupees.....Only)
drawn on..... Bank, Demand Draft/Bank Draft/Pay
Order/Cheque payable at par No.

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dated

D	D	M	M	Y	Y	Y	Y
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 in favour of **THDCL- Boisar Project Sales Proceeds A/C**
payable at Mumbai as 'Application Money'.

(Please fill in CAPITAL LETTERS all 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.)

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

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

.....
Signature of the Joint Applicant



SOLE/FIRST APPLICANT

Name

Son/Wife/Daughter of

Guardian's Name (if minor)

Date of Birth

Nationality

Occupation

IT PAN (if any)

Residential Status : (Resident/NonResident/OCB others)

Permanent Address

Phone :Home Work

Mobile

Email :

Correspondence Address (for First Applicant) :

Phone : Home Work

Mobile

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

.....
Signature of the Joint Applicant

JOINT APPLICANT

Name

Son/Wife/Daughter of

Relation with the First Applicant (only for Joint Applicant)

Guardian's Name (if minor)

Date of Birth

Nationality

Occupation

IT PAN (if any)

Residential Status : (Resident/NonResident/OCB others)

Permanent Address

Phone :Home Work

Mobile

Email :

Correspondence Address (for Joint Applicant) :

Phone : Home Work

Mobile

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

.....
Signature of the Joint Applicant



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

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

**Registration of only one Apartment per application permitted*

**DETAILS OF PARKING SPACE & CLUB HOUSE DEVELOPMENT CHARGES
{Optional for 2BHK (S) 670 / 695 sq.ft. and 2BHK (M) 780 / 820 sq.ft.}**

(i) Open Car Parking (Ground Level) Rs. 50000/- (Rupees Fifty Thousand) per parking slot - Optional for 2BHK (S) and 2 BHK (M) - Compulsory for 2 BHK (L), 3 BHK (S) & 3 BHK (L)	<input type="checkbox"/> Tick here to Opt for Parking Slot for applicants of 2BHK (S) and 2BHK (M) only.
(ii) Club House Development Charges Rs. 50000/- (Rupees Fifty Thousand) - Optional for 2BHK (S) and 2 BHK (M) - Compulsory for 2 BHK (L), 3 BHK (S) & 3 BHK (L)	<input type="checkbox"/> Tick here to Opt Club House Development Charges for applicants of 2BHK (S) and 2BHK (M) only.

PAYMENT

(i) Basic Sales Price	
(ii) Parking Charges	
(iii) Club House Development Charges - Optional for 2BHK (S) and 2 BHK (M) - Compulsory for 2 BHK (L), 3 BHK (S) & 3 BHK (L)	
(iv) Sales Price : Basic Sale Price Plus Parking Charges Plus Club House Development Charges.	

Note: Deposit and other charges as per the Price and Payment Schedule given in Annexure A.

**RELATIONSHIP WITH THE DIRECTOR/S OF THE TATA HOUSING 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 Tata Housing?	<input type="checkbox"/> Yes <input type="checkbox"/> No (Tick as applicable)
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If yes, then kindly provide details in Annexure "B"

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

.....
Signature of the Joint Applicant

DECLARATION

1. I/We hereby solemnly declare that all the foregoing facts are true to the best of my/our knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform Tata Housing of any future changes related to the information and details shown in this Application Form.
2. I/We hereby also declare that I/we have read and understood the terms and conditions and all other information/conditions stated in the accompanying GENERAL TERMS & CONDITIONS including consideration of the units and price & payment schedule. 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 hereinabove.

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

.....
Signature of the Joint Applicant

Date:

Place:.....

Check - list for receiving officer:

- (a) Application money : Demand Draft/Bank Draft/Pay Order/Cheque payable at par
- (b) Customer's signature including joint applicant wherever applicable on all pages of the Application form as indicated.
- (c) PAN No. & copy of PAN Card / Undertaking.
- (d) Any relationship disclosure/s made in last table above, shall be promptly informed to the company secretary at the corporate office of Tata Housing in the specified format.
- (e) Direct Sale or through Broker

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

.....
Signature of the Joint Applicant

GENERAL TERMS & CONDITIONS

1. WHO CAN APPLY

- 1.(a) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or Non-Resident Indian Citizen or 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 one natural person is permitted.

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

The Applicant(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 foreign citizens of Indian Origin, if any, shall, however, be made in Indian Rupees.

1. (b) Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate, as the case may be, 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) {Intending Allottee(s)} has/have applied to be registered, 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 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 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 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.

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Signature of the Sole/First Applicant

.....
Signature of the Joint Applicant

2. (f) The Allottee(s) has/have verified and is satisfied with the documents/deeds, which entitles Tata Housing to allot the Apartment/ 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 Application Form along with the Pay-In-Slip/Receipt duly filled and signed by the applicant(s) together with the Demand Draft/Bank Draft/Pay Order/Cheque payable at par in favour of "THDCL Boisar Project Sales Proceeds A/C", payable at Mumbai /par for the amount of Application money as shown in the Price and Payment Schedule annexed hereto as Annexure 'A'.
- 3.(b) Tata Housing or its authorized agents will acknowledge receipt of the Demand Draft Bank Draft/Pay Order/Cheque payable at par by signing the acknowledgement slip. There will be no other acknowledgement for receipt of the Application Form.

4. ALLOTMENT PROCEDURE

- 4.(a) Tata Housing will communicate its decision to the Applicant(s)/ Allottee(s) within 6 (six) months from the date of receipt of the Application. If the Application is not accepted, the Application Money shall be returned without interest.
- 4.(b) If the Application is accepted by Tata Housing the Applicant(s)/ Allottee(s) will be sent a communication to that effect by way of an Allotment Letter (hereinafter referred to as "the said Allotment Letter") and thereafter an Agreement for Sale of the allotted Residential Apartment/ Flat (hereinafter also referred to as "Agreement for Sale") will be executed between Tata Housing and the Applicant(s)/ Allottee(s). The terms and conditions of the Agreement for Sale 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 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.
- 4.(d) On acceptance of the Application by Tata Housing, the Application money shall be treated as 'earnest money' towards Agreement for Sale. The Applicant/s shall be required to make payments in accordance with the Schedule of Payments enclosed herewith and/or the Agreement for Sale (when executed).

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 administrative charges as stated in clause 6(b).
- 5.(b) Application money received from the applicants will be refunded without interest to the applicant(s) who are unable to get an allotment from Tata Housing and Cheque for such refund shall be dispatched within 30 (thirty) days from the date of receipt of the communication of non allotment.

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Signature of the Sole/First Applicant



.....
Signature of the Joint Applicant

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 Application money without any interest and without deduction of any cancellation or administrative charge.

6.(b) After Allotment

Applicants or Tata Housing may cancel the Allotment before registration of the Agreement for Sale and/or Deed of Conveyance and in such event all amounts paid by the Allottee(s) will be refunded without any interest after deduction of administrative charge of 10% (Ten Percent) of the Sales Price. In addition to the deduction of an administrative charge of 10% Tata Housing shall also forfeit the full amount of VAT/Service Tax collected/payable by Applicant(s)/Allottee(s) upto the date of the cancellation.

(i) Tata Housing shall not exercise the said right of cancellation/termination of the said Allotment Letter and/or the Agreement for Sale (as the case may be) without giving prior notice to the Applicant(s)/Allottee(s) and if the Applicant(s)/Allottee(s) fails to remedy breach or breaches (as mentioned in such notice) within 15 (fifteen) days from the date of receipt of such notice then Tata Housing may in its sole, absolute and unfettered discretion cancel/terminate the said Allotment Letter and/or the Agreement for Sale (as the case may be).

(ii) Upon such cancellation and termination, Tata Housing shall refund to the Applicant(s)/Allottee(s) the installment/s or part payment/s of the consideration, if any excluding applicable administrative charges as stated in clause 6(b) and any other costs and charges levied by Tata Housing for carrying out any additional work in the Apartment at the request of the Applicant(s)/Allottee(s), which may till then have been paid by the Applicant(s)/Allottee(s) to Tata Housing (but without any further amounts by way of interest, compensation, damages or otherwise, after deducting therefrom the interest due or payable for any overdue payments as per the payment schedule). In addition to the above Tata Housing shall also forfeit the full amount of VAT/Service Tax collected/payable by the Allottee(s) upto the date of the forfeiture.

(iii) Without prejudice to the rights of Tata Housing as aforesaid, Tata Housing shall be entitled to claim from the Applicant(s)/Allottee(s) the amount of loss/damages suffered by Tata Housing on resale of the Apartment / Flat and any other costs, charges and expenses which may be incurred by Tata Housing in that behalf. Upon the cancellation and termination of the said Allotment Letter and/or the Agreement for Sale (when executed), Tata Housing shall be at a liberty to sell or other wise dispose off the Apartment and the right to use the Parking Space/s/Club House to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Tata Housing may in its sole, absolute and unfettered discretion think fit and proper and the Applicant(s)/Allottee(s) shall not be entitled to raise any objection or dispute in this regard.

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Signature of the Sole/First Applicant

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Signature of the Joint Applicant

7. PRICE

7.(a) Installment Payment Plan

- Price under Installment payment Plan shall be as indicated in the Price & Payment Schedule as per Annexure-A. This plan requires payment of allotment money and respective installments as indicated in the said schedule
- 7.(b) Price as mentioned in the Payment Schedule is exclusive of any taxes, which may be leviable by any appropriate authorities. Taxes like value added tax, works contract tax, service tax and any other tax, both present and future, as may be applicable, shall be separately charged and recovered from the Allottee(s).
- 7.(c) Maintenance charges, deposits, electrical meter deposit, documentation/legal charges and other charges as may be applicable shall be separately charged.
- 7.(d) If there is an increase in the cost of construction which is beyond 20% (twenty percent) of the present cost of construction then such excess cost of construction [i.e., beyond 20% (twenty percent) of the present cost of construction] proportionate to the Apartment/Flat shall be borne by the Applicant(s)/Allottee(s).

8. PARKING SPACES

- 8.(a) Car parking and two wheeler parking facility will be provided in the Complex at the ground floor level. Parking spaces will be allotted as per the scheme of Tata Housing.
- 8.(b) The applicable charge for parking facility is as mentioned in the Price and Payment Schedule annexed as Annexure 'A'.
- 8.(c) Earmarking of specific parking space will be done at the time of giving possession of the Apartment/Flat. Each allotted parking space will entitle the Allottee(s) the right to park only one vehicle. In case of transfer of Apartment/Flat, the right to use the parking space shall be automatically transferred along with the Apartment/Flat. The right to use the parking space under no circumstances is separately transferable. This right to use parking space(s) shall not confer upon the Allottee(s) any right of ownership of the space on which such parking facility is provided. Unallotted parking space, if any, shall continue to remain the property and in possession of Tata Housing. It shall be the discretion of Tata Housing to allot/use these unallotted parking spaces as it may decide, at its sole discretion.

9. CLUB HOUSE DEVELOPMENT CHARGES

- 9.(a) That in accordance with the development/building plan of the Complex, Tata Housing proposes to develop a Club House for the purpose of social activities and the Applicant(s) {Intending Allottee(s)} is/are entitled to avail membership of this Club House by payment of the Club House development charges as indicated in the Price and Payment Schedule mentioned in Annexure 'A'. That a recreational Club House with a swimming pool & gym is proposed to be provided in the Complex. This Club House may be developed simultaneous to or after development of the Apartment(s)/Flat/Complex.
- 9.(b) On the Club House becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the Club House and other incidental factors effecting running and maintenance, the Allottee(s) shall pay Club House membership fee and usage charges as prescribed from time to time and also abide by rules and regulations framed

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Signature of the Sole/First Applicant

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Signature of the Joint Applicant

by Tata Housing or the respective society/association of Apartment /Flat owners or to the Apex Body or its nominated agency for proper management of the Club House as the case may be.

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

10. (a) It shall be incumbent on the 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.

10. (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 interest and other dues, if any, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

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

In case of such cancellation Tata Housing shall deduct administrative charges as provided in clause 6(b) and the 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 administrative charges as stated in clause 6(b). In addition to the above Tata Housing shall also forfeit the full amount of VAT/service tax collected/payable by the Allottee(s) upto the date of the cancellation.

11. TRANSFER OF APARTMENTS AND TRANSFER FEE

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

However, before the execution of the registered Agreement for Sale in respect of the Apartment/Flat no transfer fees shall, be payable in case such transfer is in favour of the spouse or child of the Allottee(s) and upon execution of such registered Agreement for Sale in respect of the Apartment/Flat the parties to the Agreement for Sale should only join as parties in the Deed of Conveyance in respect of the Apartment/Flat.

11.(b) Prior to the execution & registration of the Agreement for Sale in respect of the Apartment /Flat, inclusion of the spouse or child of the original Allottee as new Joint Allottee or change of Joint Allottee is permissible.

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Signature of the Sole/First Applicant

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Signature of the Joint Applicant

12. DOCUMENTATION FOR TRANSFER

- 12.(a) It will be Tata Housing's endeavor to execute and register the Agreement for Sale of the Apartment(s)/Flat(s) within the complex before handing over possession of the Apartment. The Agreement for Sale /deed of transfer will be drafted by the Solicitors/Advocates of Tata Housing and shall be in such form and contain such particulars as be approved by Tata Housing. No request for any changes, whatsoever, in the Agreement for Sale /deed of transfer will be entertained.
- 12.(b) In case, the Allottee(s) fails or neglects to get the Agreement for Sale 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 for Sale will be payable by the Allottee(s) till the registration of the Agreement for Sale is completed. Tata Housing shall have the right to cancel the allotment in case the 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 allottee will be refunded without any interest but after deduction of applicable administrative charges as stated in clause 6(b).
- 12.(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 for Sale and/or deed of transfer of their respective Apartment(s)/Flat(s)

13. GENERAL

- 13.(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.
- 13.(b) It is understood that the applicant has applied for allotment of an Apartment/Flat for residential purpose only.
- 13.(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.
- 13.(d) The expression 'Complex' wherever used in these terms and conditions shall always mean Group Housing on the said Land which will be known as "New Haven".
- 13.(e) The said land was converted into NA usage by Order of Additional Collector, Jawahar vide Order No. REV/DESK-1/TE-2/NAP/SR-138/07 dated 09/03/2009 after given sanction by Town Planning Authority vide their Sanction No. NR /PALGHAR DIVISION / AT BETEGAON / TAL.PALGHAR /GUT NO.107 / 110 / dated 27/02/2009. The Building plan of the complex has been sanctioned by Zilla Parishad, Thane vide their Sanction letter No.TZP /W.D/P/TRIBUNAL/ 23 /97 dated 28/2/2009 and revised Sanction letter No .TZP /GP/TRIBUNAL/08 dated 08/5/2009

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Signature of the Sole/First Applicant



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Signature of the Joint Applicant

Tata Housing is (as on the date of this application) in the process of obtaining revised Building plans in respect of the project (including construction of the said Residential Apartment/Flat) sanctioned from the Zilla Parishad, Thane and that the commencement of construction of the Residential Apartment/Flat depends upon Tata Housing obtaining such a revision from the said authority. Further, the Applicant acknowledges that the performance of Tata Housings' obligations in terms hereof shall be subject to Tata Housing obtaining the revised Building plans sanctions in terms hereof. It is expressly provided that in the event Tata Housing is unable to procure the revised plans in respect of the project sanctioned as stated herein, Tata Housing shall refund to the Applicant, any and all amounts received (without any interest) by it in terms of this Application within a period of 30 days from the date of receipt of such negative intimation by the concerned authorities;

- 13.(f) The Applicant/s has/have examined and accepted the plans, designs, specifications of the said Apartment and Tata Housing at its sole discretion shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, as and when required due to sanction / revision of building plans, technical reasons, site conditions or any other reasons, which may involve all or any of the changes, such as, increase/decrease in size, change in floor-plan, layout, change in its number etc. However, if there is any increase / decrease in the areas, the differential amount will be adjusted / payable on pro rata basis
- 13.(g) The Applicant/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. 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
- 13.(h) The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/complex and the amenities and the facilities and the apartment(s) as shown in the various booklets/inserts of the application form shall be subject to changes/ variations. Tata Housing may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, which is, deem appropriate or as may be directed by competent authorities.
- 13.(i) Tata Housing reserves the right to create charge on this Complex for obtaining development and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Tata Housing and the 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. 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 for Sale (as the case may be), and Tata Housing shall thereupon be entitled to cancel and terminate the said Allotment Letter and/or the Agreement for Sale (as the case may be). However, on or before the execution of the Agreement for Sale, the respective Apartment/Flat of the Allottee(s) will be freed from all such encumbrances.

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Signature of the Sole/First Applicant

.....
Signature of the Joint Applicant

- 13.(j) Tata Housing will have the right to decide which block(s)/building(s) to construct first. All the buildings may not be constructed simultaneously.
- 13.(k) Due to any operation of law or any statutory order or otherwise as may be decided by Tata Housing, if a portion of the entire scheme or the entire scheme is discontinued or truncated then the 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) without interest.
- 13.(l) 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.
- 13.(m) No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of Apartment/Flat shall be considered by Tata Housing in case the Allottee(s) desires (with prior written approval/consent of Tata Housing) to do some works /install some different fittings/floorings etc on his/her own within the Apartment/Flat and request Tata Housing not to do such work/install fittings/floorings etc within the Apartment/Flat.

Tata Housing may at the request of the Allottee(s) customize/modify the Apartment/Flat as per the requirement of the Allottee(s) upon payment of costs and/or charges which shall be solely decided by Tata Housing and such customization/modification of the Apartment/Flat shall only be made or carried if permissible under the applicable Acts, Rules and Bye Laws.

- 13.(n) In the event of paucity or non-availability of any material Tata Housing may use alternative materials/ article but of similar good quality. Decision of Tata Housing on such changes shall be final.
- 13.(o) Certain infrastructure like Complex level drainage, sewerage, approach road inside the Complex including street lighting, fire fighting equipments and its water supply network etc. may be common with other zones/dwelling Apartments/Flats 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 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 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.

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



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Signature of the Joint Applicant

- 13.(p) 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.
- 13.(q) 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.
- 13.(r) The applicants must quote the application 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.
- 13.(s) Tata Housing, however, may at its sole discretion, change, add, delete, alter or relax any of the conditions stated herein and also in other parts of the Application Form including all documents/inserts which are contained in and form part of the application form. It also reserves the right to reject any application without assigning any reason whatsoever.

14. BREACH

Should the 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 administration charges as stated in clause 6(b) above.

15. JURISDICTION AND ARBITRATION

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

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Signature of the Sole/First Applicant



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Signature of the Joint Applicant

Annexure B

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

<p>(I) Specify the name/s of the director/s with whom the Applicant/s is related alongwith the nature of relationship with the Applicant/s</p>	<p>Name/s: <input style="width: 100%; height: 15px;" type="text"/> <input style="width: 100%; height: 15px;" type="text"/> <input style="width: 100%; height: 15px;" type="text"/></p> <p>Nature of Relationship: <input style="width: 100%; height: 15px;" type="text"/></p>
<p>(ii) Whether the Applicant/s is/are interested in the entity/s in which director/s of Tata Housing is/are interested?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No (Tick as applicable)</p>
<p>(iii) If yes in Sr. No. (ii) above then specify the name/s of the Entity/s in which the Applicant/s is interested.</p>	<p>Name/s of the Entity/s:</p> <p>Nature of Interest:.....</p>

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

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Signature of the Sole/First Applicant

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Signature of the Joint Applicant

