TATA HOUSING

TATA

APPLICATION FORM

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

To,
KRIDAY REALTY PRIVATE LIMITED,
Registered office : Trade World, B Wing, 2nd Floor,
Kamala Mills, Senapati Bapat Marg,
Lower Parel (W) Mumbai 400 013

Regional office : 401, 402, 403, 4th Floor, Creative Plaza,
Rasulgarh Square, Bhubaneswar751010.

Dear Sir,

I/We, the said "Applicant/s" as mentioned in **Annexure A**, say and declare as follows that :

1. The Applicant/s wish to apply for booking of a residential unit for such Sale Consideration as per description in **Annexure B**, and for pro rata lease hold share in the common areas (hereinafter referred to as said "Unit") on pieces and parcels of the said Land developed as Phase II Project, being part of the said Larger Property, sub-leased and developed by **Kriday Realty Pvt. Ltd.** (hereinafter referred to as "Promoter").

2. The Applicant/s have demanded from the Promoter and the Promoter has given inspection to them and displayed at its offices all available approvals, including the approved layout plan and/ or building plan, the sanctioned plans, specifications of the common areas applicable to the said Unit. The list of such approvals, permissions are listed out in **Annexure C**.

3. The Applicant/s are aware the land measuring 12 acres bearing Revenue Plot No. 87/1264 admeasuring acres 7.990 and plot no 87/1263/1802 admeasuring acre 4.010 in Khata no 421 situated at Mouza Shankarpur, under Bhubaneswar, Tahsil of Khurda District, Orissa, ("said Larger Property") as described in the First Schedule, is a leasehold land, grant by Bhubaneswar Development Authority, on Public Private Partnership model to the Promoter, details of which are mentioned in **Annexure D**.

4. The Promoter is developing the project "Ariana" on the Larger Property in phases. In phase I, the Promoter has already informed that they have constructed such residential buildings and such other authorised structures for which the Promoter have already received Occupation Certificate from the Bhubaneswar Development Authority dated 30 June, 2017. The Promoter is now developing the Phase II Project with such structures as mentioned in Second Schedule.

5. At the time of submitting and executing this booking application form by the Applicant/s to the Promoter, the Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule agreed between the parties and other payment related terms and conditions including but not limited to interest payable on delayed payments as mentioned in Annexure B. The detailed payment schedule and list of other charges is provided as **Annexure E**.

6. The Promoter is constructing and providing certain common area, amenities, facilities and specifications (hereinafter referred to as the said **"Amenities"**) for use and enjoyment of the Applicant/s of Project, which shall be used jointly by all the purchasers of the Larger Property. The list of Amenities applicable for the said Unit, in the said Phase II Project and the stage wise schedule of development is provided in **Annexure F.**

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7. By signing this Application form, the Applicant/s do hereby accept and agree to abide by the terms & conditions as stipulated in **Annexure G** (General terms & conditions).

8. The Applicant/s confirms that they have chosen to invest in the said Unit after exploring all other options of similar properties available with other developers/ promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the said Unit is suitable for their requirement and therefore has voluntarily approached the Promoter for allotment of the said Unit in the Phase II Project.

9. The Applicant hereby solemnly declares and confirms that all the foregoing facts are true to the best of his/ their knowledge and nothing relevant has been concealed or suppressed. The Applicant/s also undertakes to inform the Promoter of any future changes related to the information and details in this Application Form.

10. The Applicant has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.

FIRST SCHEDULE – DESCRIPTION OF THE LARGER PROPERTY

ALL THAT piece and parcel of land admeasuring about 7.990 Acres (approx.) be the same or little more or less being Revenue Plot no. 87/1264 and about 4.010 Acres (approx.) be the same or little more or less being Revenue Plot no. 87/1263, both together admeasuring 12 Acres (Approx.) situated at Mouza- Shankarpur, Khurda District under under the jurisdiction of Khandagiri sub-registrar, Bhubaneswar comprising of the following land parcels:

On or towards North : Plot No. 1, 87
On or towards East : Millan Sheet No. 2, Plot No. 137
On or towards South : Plot No.s 2, 3, 4, 5, 7, 8, 1253, 53, 1254, 56, 86, 90, 89, 88, 1263
On or towards West : Sarahada Mouza Paikarpur

SECOND SCHEDULE – BUILDING/S ON THE SAID LAND

Towers	Floors
Tower 1 & 2	G+ 13
Tower 3 & 4	G + 16
Tower 5, 6, 7, 8	G +19
Tower 10	G + 15
Tower 11 & 12	G + 14

_____ _____

Name and Signature of the First/Sole Applicant *Name and Signature of the Joint /Second Applicant*

Date : _____ / _____ / _____

Place : _____

Check - list for Sales Officer:

1. *Application Money: Demand Draft/Pay Order/ Cheque.*

2. *Name of the Applicant/s and the Application number behind the Demand Draft/Pay Order/Cheque and all supporting documents, authorization/ POA to be duly attested at the place/location, where the Applicant/s is residing.*

3. *PAN No. & copy of PAN Card / Undertaking.*

4. *Aadhar Card No & copy of Aadhar Card.*

5. *Certified copy of certificate of incorporation and Form 32 (latest).*

6. *Email ID and Contact numbers viz work/home/Mobile No./any other no of the Applicant/s/ Second Applicant.*

7. *Proof of Residence – Any 2 documents with photo identity (Aadhar Card/Ration Card/ Electricity Bill/ BSNL Phone Bill/ Driving License/ Voter's Identity Card/Passport)*

8. *If the Applicant/s/ Joint Applicant is a Non-Resident Indian (NRI)/ Person of Indian Origin (PIO)/ Overseas Citizen of India (OCI), true copy of their valid passport & documents evidencing NRI/PIO/OCI status along with Account details of NRE/NRI / NRO.*

9. *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 (Certified copy of certificate of incorporation or certified copy of registration certificate, as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card).Certified copy of Memorandum of Association (MOA), Board Resolution authorising purchase of the Unit and Power of Attorney of the authorized signatory is to be submitted along with the Application Form).*

10. *For partnership firm or LLP, a certified copy of partnership deed along with authority in favour of the partner to sign application/documents, signed by all partners*

11. *For Trust, a certified copy of the Trust Deed, resolution/necessary permissions required under applicable laws.*

12. *Signatures of all the Applicant/s on all pages of the Application Form and across the Photo attached to the Application.*

_____ _____

Date *Name & Signature of the Sales Officer*
(Confirming receipt of all the documents)

ACKNOWLEDGEMENT SLIP

Received Application No._____

Name of the Sole / First Applicant: Mr/Mrs/Ms/Master _____

Demand Draft/ Pay Order No. _____ Dated ____/____/____ drawn on _____

Bank _____ Branch

_____ _____

Date *Name & Signature of Sales Person*

_____ _____

SOLE/ FIRST APPLICANT *SECOND APPLICANT*

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ANNEXURE A
FIRST APPLICANT

1. Name : _____
2. Son of / Daughter of / Wife of : _____
3. Date of Birth : _____ / _____ / _____
4. Marital Status: : Single _____ Married _____
5. Wedding Anniversary : _____ / _____ / _____
6. Gender : Male _____ Female _____ Other _____
7. Nationality : _____
8. Occupation : _____
9. IT PAN No (Mandatory) : _____
10. Aadhar No. : _____
11. Residential Status# : Resident Indian _____
    Non Resident Indian (NRI) _____
    Person of Indian Origin(PIO) _____
    : Overseas Citizen of India (OCI) _____

    #The Applicant/s shall comply with all the statutory compliances as required from time to time under applicable laws/ rules. The Applicant/s shall keep the Promoter informed about any change in the above status.
12. Phone : Home _____
    Work _____
    Mobile _____
    Any Other _____
13. Email ID : _____ @_____

    I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
14. Correspondence Address : _____
    _____
15. Permanent Address : _____
    _____

    Tick if same as Correspondence address
16. Employment Type : Salaried / self employed
17. Profession/ Job Title : _____
18. Company Name & Address : _____
    _____
19. Prior investment in the Tata Housing / Tata Value Homes projects : Yes : _____ No : _____
    If yes, Unit no., Project name and location : _____

_____
SOLE/ FIRST APPLICANT

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_____
SECOND APPLICANT

SECOND/JOINT APPLICANT

1. Name : _____
2. Son of / Daughter of / Wife of : _____
3. Date of Birth : _____ / _____ / _____
4. Marital Status: : Single _____ Married _____
5. Wedding Anniversary : _____ / _____ / _____
6. Gender : Male _____ Female _____ Other _____
7. Nationality : _____
8. Occupation : _____
9. IT PAN No (Mandatory) : _____
10. Aadhar No. : _____
11. Residential Status# : Resident Indian _____
    Non Resident Indian (NRI) _____
    Person of Indian Origin(PIO) _____
    : Overseas Citizen of India (OCI) _____

    #The Applicant/s shall comply with all the statutory compliances as required from time to time under applicable laws/ rules. The Applicant/s shall keep the Promoter informed about any change in the above status.
12. Phone : Home _____
    Work _____
    Mobile _____
    Any Other _____
13. Email ID : _____ @_____

    I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
14. Correspondence Address : _____
    _____
15. Permanent Address : _____
    _____

    Tick if same as Correspondence address
16. Employment Type : Salaried / self employed
17. Profession/ Job Title : _____
18. Company Name & Address : _____
    _____
19. Prior investment in the Tata Housing / Tata Value Homes projects : Yes : _____ No : _____
    If yes, Unit no., Project name and location : _____

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SECOND APPLICANT

COMPANY AS AN APPLICANT

1. Name of Company : _____

   Public/Private/Limited/Listed : _____

2. Date of incorporation : _____

3. Correspondence Address : _____

   _____

   _____

4. Registered Address : _____

   _____

   _____

   Tick if same as correspondence address

5. Name of the authorised : _____

   contact person

6. Phone : Work _____

   Mobile _____

   Fax _____

7. Email : _____ @ _____

   I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.

8. Company PAN Card (Mandatory) : _____

9. Corporate Identification Number (CIN) : _____

10. Director Identification Number (DIN) : _____

11. Prior investment in the : Yes _____ No _____

    Tata Housing / If yes, Unit no., Project name and location : _____

    Tata Value Homes projects _____

The Applicant/s shall mean and include his/her/their/heirs, executors, administrators, successors and legal representatives. In case of joint Applicant/s all communications shall be sent by the Promoter to the Applicant whose name appears first and at the address as given in the Application Form which shall for all intents and purposes be considered as properly served on all the Applicant/s.

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In case of more than one joint applicant, please use extra the sheet enclosed herewith at the end of the docket.

Bank account details for refund [in case of non-allotment of the Unit]

Name of account holder : _____

Bank account number : _____

Bank name : _____

Branch location : _____

City : _____

MICR Code : _____

IFSC Code : _____

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ANNEXURE – B

1. Details of the Unit : **Unit No.**
2. Building Name / Number : _____
3. Floor Plan of the Unit : **Annexure B1**
4. Carpet Area of the Unit[1] : _____
   (in sq. mtr and sq. ft)
5. Exclusive Balcony / Verandah Area[2] : _____
   (in sq. mtr and sq. ft) [if applicable]
6. Exclusive Open Terrace Area[3] : _____
   (in sq. mtr and sq. ft) [if applicable]
7. Car Parking Spaces : Location _____ Number _____
   Dependent _____ Independent _____
   [Please mention the number of covered car park(s). Mention '0' where not applicable.]
8. Source of Funds : Self-Finance _____
   Loan Required _____
9. Source of Booking : Direct _____ Channel Partner _____
   Sub Source _____
10. Real Estate Agent name : a) Name of Entity _____
    (if applicable) and b) Seal _____
    RERA Registration no[#] c) RERA Registration Number _____ ,
    validity upto _____
    d) State of registration _____
11. Whether Applicant is an : Yes _____ No _____ *(Tick as applicable)*
    Employee of Tata Group If Yes, provide a copy of the I-card/proof of identity
12. Sale Consideration of the said Unit : Rs. _____
13. Construction Linked / Any Scheme : _____
14. Details of such Scheme (if any) : _____
15. Subvention/Benefit/Discount provided (if any): _____
16. Date of Possession[##] : _____
17. Payment Schedule : Annexure E
18. Deposit, outgoings and other charges : Annexure E
19. Initial token amount / Application Money : _____

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20. Details of payment of Initial token amount : _____

21. Payments to be made in favour of : _____

22. Interest for delayed payments : As per applicable law

23. Holding Charges of the said Unit : _____

* *Area measurement is approximate and subject to variation.*

1 *"Carpet Area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.*

2 *"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Applicant/s.*

3 *"Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Applicant/s.*

\# *The Promoter shall not be liable to the Applicant/s for any incorrect details, information and representations provided by the Real Estate Agent / Broker/ Channel Partner,*

\#\# *Subject to terms and conditions mentioned in the Application Form/ Agreement.*

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ANNEXURE – B1

FLOOR PLAN OF THE SAID UNIT

ANNEXURE C

List of Permissions and Approvals for the Unit#

Sr. No.	List of approvals	Memo No. & Date
1.	Approval from Airports Authority of India	AAI/ER/NOC(328/12)/1969-1971 dated: 16 July, 2012
2.	Fire NOC (Provisional)	504/F.P.W., BBSR dated: 19 May, 2012 507/F.P.W., BBSR dated: 19 May, 2012
3.	Approval of External Infrastructure from BDA	Memo no. 109/EM/BDA dated 11 February, 2013
4.	Revised Building sanction from BDA (Tower-1,2,3,4,5,6,7,8,9,10,11,12, Club & Retail)	Memo no. 592/C&C/BDA dated 16 January, 2016
5.	Partial Occupancy Certificate for Phase-1 from BDA	Memo No. 15869/BDA, BBSR dated: 30 June, 2017
6.	NOC for Water supply & Sewerage (Phase-1) from PH Department	Memo No. 10112 dated: 10 May, 2012
7.	NOC for Water supply & Sewerage (Phase-2) from PH Department	Memo No. 10980 dated: 24 May, 2012
8.	Permission from CESU	Agreement – CESU/Com./289/2017-9216; Dated 21 April, 2017
9.	Environmental Clearance from SEIAA	Memo No. 1997/SEIAA dated: 24 April, 2013
10.	Consent to Establish from State PCB, Odisha	Memo No. 17748/Ind-II-NOC- 5762 dated: 30 September, 2013

#The Promoter has clarified to the Applicant/s that the Phase II Project may not have the necessary civic and infrastructure facilities in place as on the date of booking or at handing over of possession of the said Unit, as the same is to be provided by the concerned government or local authority or body. The Applicant/s agrees that since this is beyond the control and scope of the Promoter, they shall not to hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.

ANNEXURE D

NOTE ON THE TITLE OF THE SAID LAND

- Bhubaneswar Development Authority ("BDA"), having its office at Akash Sobha Building, Pandit Jawaharlal Nehru Marg, Bhubaneswar–751 001, Orissa (India) is a statutory authority constituted and created by the Government of Orissa in the year 1983 under the Orissa Development Authorities Act, 1982 with the objective to take up planned and systematic development of Bhubaneswar Development Plan Area;

- BDA has undertaken development of an integrated residential complex of land measuring 12 acres bearing Revenue Plot No. 87/1264 admeasuring acres 7.990 and plot no 87/1263/1802 admeasuring acre 4.010 in Khata no 421 situated at Mouza Shankarpur, under Bhubaneswar, Tahsil of Khurda District, Orissa, ["said Larger Property"], on Public Private Partnership model. Tata Housing Development Company Limited, ["TATA HOUSING"] was selected being the highest bidder in the Bid conducted by BDA.

- TATA HOUSING has pursuant to the terms and conditions of the Request for Proposal and the Letter of Award issued by BDA, formed the SPV "Kriday Realty Private Limited", (the Promoter referred herein under).

- BDA, TATA HOUSING and the Promoter have entered into the Development Agreement dated 9 December, 2011, [hereinafter referred to as the "said Development Agreement"] wherein, the Promoter has been appointed as a developer, to develop the said Larger Property and further is entitled to have and hold leasehold rights of the said Larger Property.

- The Revenue and Disaster Management Department, Government of Orissa, has granted leasehold rights of the said Larger Property to BDA on 90 (ninety) years long term lease vide Lease Deed dated 8 January, 2013 registered vide Registration No. 1131300839/13, registered with Sub-Registrar of Assurances, Khandagiri, ["said Principal Lease"], on the terms and conditions more particularly described therein.

- BDA has further granted leasehold rights to the Promoter, vide Indenture of Sub-Lease dated 18 February, 2013, registered in Book No 1, Volume No 70, under Serial No.11131303737 of 2013, registered with Sub-registrar of Assurances Khandagiri, ["said Sub Lease Deed"], on the terms and conditions more particularly described therein.

- Certain inaccuracies have accidently and inadvertently crept in the description of the said Larger Property hence BDA and the Promoter executed a Deed of Rectification dated 4 November, 2017 duly rectifying the description of the said Larger Property which is duly registered on 10 November, 2016 - Book Number 1/ Volume number 171 document number 11131608515 of 2016 ("Deed of Rectification").

- **Encumbrance:-**

  The Project is having loan dated 27 September, 2016 by the Lender State Bank of India (SBI) for an amount of Rs. 90,00,00,000/- (Rupees Ninety Crore Only), SBI have created hypothecation and mortgage over the immovable and movable assets of the project.

ANNEXURE E

PAYMENT SCHEDULE AND OTHER CHARGES APPLICABLE ON THE SAID UNIT

NOTE :

1. *All construction related dues need to be completed within 45 days from the date of the Application Form*

2. *Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter*

3. *In the event the Applicant/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest as per applicable law from the date such amounts fall due till realization of payments by the Promoter.*

4. *Sanction Letter cannot be submitted to cover any portion of payment of 19.9% and this should be paid by the Applicant/s from his own sources only.*

5. *The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, VAT, TDS, GST and its effect, Krishi Kalyan Cess, Swach Bharat Cess, Land under construction tax, Local body tax, External development charges, lease rents infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Sale Consideration and/or the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicants/s.*

6. *The Applicant/s shall pay all charges and expenses with respect to formation and sub-lease to the Organization and Apex Organization (as the case may be), including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Share Money, Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease, as the case may be, at any time on or before the execution and registration of the Agreement to sub lease.*

7. *The Applicants/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Applicant's failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.*

8. *Amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant/s.*

ANNEXURE F

LIST OF COMMON AREA, AMENITIES AND FACILITIES FOR THE PROJECT AND THE STAGE WISE SCHEDULE OF DEVELOPMENT AND COMPLETION OF THE PROJECT

PART A – AMENITIES AND SPECIFICATIONS FOR THE SAID UNIT AND TOWER

Sr.No.	List of Specifications	Description#
1.	Construction of building	RCC frame structure Cement and Steel
2.	Windows	Aluminium windows with Clear / toughened glass
3.	Flooring	Vitrified flooring in rooms, Ceramic Tile in Toilets, balconies Lift lobby & stairs- vitrified and kota; Ground floor lobby- Marble / Granite
4.	Kitchen	Granite platform & Stainless Steel sink with drain board Dado: Kitchen- 2ft high ceramic tile above kitchen counter
5.	Toilet	ceramic tile up to door height
6.	Doors	Solid core flush door with Solid wood frame. Main door shutter both side polished over veneer. Other doors painted both side
7.	Internal wall	Cement Sand Plaster with POP finished
8.	External walls	Weather coat painted
9.	Toilet fittings	Good quality chromium Plated fittings and white chinaware fixtures
10.	Electrical	Concealed wiring with modular switches.
11.	Power Back-up	Limited DG power back up for 2 BHK (S)- 1.3 KW, 2 BHK (L)- 1.5 KW and 3 BHK – 1.9 KW. (On customer request – chargeable basis)ted DG power back up for 2 BHK (S)- 1.3 KW, 2 BHK (L)- 1.5 KW and 3 BHK – 1.9 KW.

 # Or equivalent

PART B – AMENITIES AND FACILITIES IN THE SAID PROJECT (to be shared with all phases of the Project)

Sr. no.	Amenities	Completion Date
1.	Club House-	Same as possession date of the Unit
	Swimming pool + Kids pool	
	Gymnasium	
	Steam room & Sauna room	
	Library / Reading room	
	Indoor Games Room	
	Kids Play room	
	Café	
	AV room	
	Multipurpose Hall cum Meditation Room	
	Banquet Hall cum Badminton Court	
	His & Hers Massage room	
2.	Half Basketball court	Same as possession date of the Unit
3.	Elderly Sitting Area	Same as possession date of the Unit
4.	Outdoor Kids Play zone	Same as possession date of the Unit
5.	Jogging Track	Same as possession date of the Unit
6.	Convenient Stores in future development	Future Development

PART C – ARCHITECTURAL AND DESIGN STANDARDS OF THE PHASE II PROJECT

1.	Architecture & Design Standard	As per provisions of National Building Code of India and local Building rule by Bhubaneswar Development Authority
2.	Construction Technology	Conventional Beam-Column structure. Used all updated mechanized system of construction
3.	Earthquake Resistant Measure & Structural Stability	The building is designed as per IS 1893 (Part-1) latest version
4.	Eco friendly measures in Common Area	As per guide line and NOC under Ministry of Environment & Forest and Indian Green Building Council

ANNEXURE G
GENERAL TERMS AND CONDITIONS

1. ELIGIBILITY FOR APPLICATION

(i) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian Resident citizen or Non-Resident Indian citizen or a Person of Indian Origin, Overseas Citizen of India (in case of minor, age proof and name of natural guardian is required to be eligible to apply. Joint application by natural persons are only permitted.

(ii) Applicant/s is/are required to keep the Promoter promptly informed of any changes of their residence status in writing supported by necessary document. Applicant/s have to provide his/her / their/its e-mail Id and contact number to the customer care team of the Promoter with reference of customer ID mentioned in this Application Form.

(iii) 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. In case of NRI, PIO and OCI, refunds if any, shall, be made in Indian Rupees and the necessary permissions shall be obtained by such NRI or PIO or OCI at their costs. In case any such permission is refused or subsequently found lacking by any statutory authority, the amount paid towards booking and further consideration will be returned without interest by the Promoter (excluding taxes), subject to deduction of Rs.10,000/- (Rupees Ten Thousand only) as an administrative charges, only if the cancellation is prior to the issuance of the allotment letter and Promoter will not be liable in any manner on such account.

(iv) The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from the appropriate authorities for the purchase of the Unit and the Promoter shall not be responsible for the same. The Applicant/s shall keep the Promoter informed about the status of the requisite permissions. The 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 taxes shall stand forfeited and further consideration will be returned by the Promoter as per rules without interest. Further, the allotment shall stand cancelled forthwith and the Promoter 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. APPLICATION FOR ALLOTMENT

(i) The Applicant/s has/ have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of a Unit in the Phase II Project to be developed on the said Land by the Promoter.

(ii) The term Applicant/s shall mean and include his/ her/ their/ heirs, executors, administrators, successors and legal representatives.

(iii) The Applicant/s hereby undertakes that he/she/it shall abide by all the laws, rules and regulations and terms and conditions of the concerned authorities and/or of the State Government, the Local Bodies and/or other authorities applicable to the said Land and/ or the Phase II Project.

3. APPLICATION PROCEDURE

(i) The completed Application Form shall be duly signed by the Applicant/s and submitted together

with the Cheque / Demand Draft / Pay Order/authorized Electronic transfer in favour of such account as mentioned in Annexure B for the amount of Application Money as shown in the Payment Schedule annexed hereto as **Annexure "E"**. The Promoter or its authorized personnel are authorized to acknowledge receipt of the Demand Draft Bank Draft/ Pay Order by signing the acknowledgment slip. The payment from NRI/PIO shall be received either by RTGS or NRE/NRI/NRO account cheque only. There will be no other acknowledgement for receipt of the Application Form and the Application money paid.

(ii) If any of the Cheques submitted by the Applicant/s to the Promoter is dishonoured for any reasons, then the Promoter shall intimate the Applicant/s of the dishonour of the Cheque and the Applicant/s would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonour Charges of **Rs. 5000/- (Rupees Five Thousand only)**(for each dis-honour). In the event the said Demand Draft is not tendered within 7 (seven) days, then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Applicant/s comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque

(iii) Allotment shall be done as per the procedure of the Promoter. The Applicant/s shall be referred to as **"Allottee(s)"** when the unit is allotted by the Promoter vide the Allotment Letter.

4. WITHDRAWAL OF APPLICATION AND CANCELLATION

(i) The Applicant/s may withdraw their Application prior to the allotment of the Unit and may get a full refund of the Application Money without any interest and without deduction of any cancellation or administrative charge within 30 (thirty) days of receipt of communication of withdrawal by the Applicant/s, subject to the terms mentioned herein. Taxes, cess, levies, charges etc. paid on such Application Money shall not be refunded back to the Applicant/s.

(ii) However, if the Applicant/s has online expressed interest/ applied for purchase of the said Unit and has made payment online in respect of the same and thereafter is desirous to withdraw/cancel such expression of interest or booking before the allotment, then in such event the Promoter shall not be liable to refund to such Applicant/s such administrative fees of Rs. 50,000/- paid by him/her/them/it online and the same shall stand forfeited. Upon cancellation, the Promoter further reserves its right to sell the said Unit to a third party and the Applicant/s waives his right to make any claim in this regard.

5. SALE CONSIDERATION AND OTHER PAYMENTS

(i) The Applicant/s agree/s that 10% (ten percent) of the Sale Consideration shall be treated as "Booking Amount". Time is the essence for payment of the amounts herein and the Applicant/s agrees to pay the Sale Consideration and such amounts as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee, other charges, outgoings, taxes, levies etc. on or before the due date or as and when demanded by the Promoter.

(ii) The amounts mentioned in Annexure E are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, VAT, TDS, GST and its effect, Krishi Kalyan Cess, Swach Bharat Cess, Land under construction tax, Local body tax, lease rents, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the

Unit and/or the transaction contemplated herein and/or in respect of the Sale Consideration and/ or the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicants/s.

(iii) The Applicant/s shall also pay to the Promoter on or before the execution and registration of the Sub Lease Deed, all such amounts for meeting all legal costs, charges and expenses, including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Share Money, lease rentals, Legal Charges, Society formation and consultancy retainer fees etc. in connection with formation of the Organisation and the Apex Organisation (as the case may be), for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease, as the case may be.

(iv) All overdue payments shall attract interest as per applicable law from the due date till the date of receipt of amounts or realization of the cheque by the Promoter, whichever is later. The rate of interest shall be in accordance with the applicable law and shall be specified in the demand letter addressed to the Applicant/s.

(v) The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and shall continue to appear as outstanding against the Unit. The Promoter shall accept payments towards your booking from the account(s) of the Applicant/s and/ or Joint Applicant/s only. It is clarified that payments received from any third parties / non-applicants will be returned to the remitter and such payment shall continue to appear as outstanding against the Unit. Payments will be accepted from Joint/Co-applicant(s) accounts, demand draft payment from the bank where the Applicant/s has taken a loan for the said Unit, guardian as per the application status making a payment on behalf of a minor's booking. The Promoter shall not accept payments from third parties under the following criterion :

a. Payments made by Applicant(s)'s family member/ friend (parents, spouse, siblings etc.);

b. Payments made by a Company on behalf of the Applicant/s (where such Applicant/s is a shareholder of such Company);

c. Individual making payment on behalf of the company being the Applicant/s(in case of Company booking);

d. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Applicant/s account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Applicant/s.

(vi) The Applicant/s is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Applicant/s has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Applicant/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

(vii) The Applicant/s undertakes to execute the Agreement to sub-lease and execute and register the Sub Lease Deed with respect of the said Unit in the format provided by the Promoter under applicable law within such timelines as mentioned in the intimation letter issued by the Promoter. In the event the Applicant/s fails to duly execute and register the Sub Lease Deed as aforesaid within the stipulated period as mentioned in the intimation letter, physical possession of the said Unit to the Applicant/s may be withheld by Promoter and penalty if any payable under the relevant laws for delay in completion of the execution and/or registration of Sub Lease Deed shall be payable by the Applicant/s till the registration of the Sub Lease Deed is completed. Without prejudice to any other

rights that the Promoter may have in that behalf, the Promoter shall also have the right to cancel the allotment and booking in case the Applicant/s and forfeit the Booking Amount or such amounts paid till date, whichever is higher. The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein.

(viii) It is irrevocably by the Applicant/s that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous instalments. Thereafter, towards the interest levied on the previous pending instalment (if any) and, thereafter the pending instalment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment due and then on the current instalment amount. The Applicant/s shall be entitled to cancel the allotment any time after issuance of the Allotment letter and shall accordingly inform the Promoter in writing, subject to forfeiture of such amounts as mentioned herein.

(ix) Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, on the Applicant/s committing default in payment of any outstanding amount on the due date due and payable by the Applicant/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or upon the Applicant/s committing breach of the terms and conditions of this Application Form and Agreement to sub lease, then without prejudice to the rights and remedies of the Promoter, the Promoter shall at his sole discretion , be entitled to terminate this Application / Agreement to sub lease. Provided that, the Promoter shall give notice of fifteen days in writing to the Applicant/s, by Registered Post AD at the address provided by the Applicant/s and mail at the e-mail address provided by the Applicant/s of his intention to terminate this Agreement to sub lease and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Application/Agreement. If the Applicant/s fails to rectify the breach or breaches mentioned by the Promoter within the time period specified in the notice then at the expiry of such notice period, the Promoter shall be entitled to terminate this Application / Agreement to sub lease.

(x) Upon cancellation of the allotment and/or termination of the Agreement (as the case may be), the Promoter shall refund all such amounts paid by the Applicant/s till the date of cancellation without interest subject to forfeiture of the following amounts as detailed hereunder, :

a) Booking Amount or the actual amount paid, whichever is higher, subject to a maximum of 10% of the Sale Consideration. Taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Applicant/s;

b) Total interest accrued on account of the delay/default in payment of any Instalment/s and other charges as per the payment plan calculated till the date of the cancellation/termination letter;

c) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Applicant/s under this Application/ Agreement;

d) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature;

e) All amounts or amounts equivalent to any subvention cost (if the Applicant/s has opted for subvention plan), benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Applicant by the Promoter in respect of the booking of the Applicant/s irrespective of whether such benefits have been utilized by the Applicant/s until the date of cancellation of the said Unit;

f) All amounts (including taxes) paid or payable as brokerage fee to any broker, channel partner, institution etc. by the Promoter in respect of the booking of the Applicant/s.

g) All outgoings, deposit and other charges as specified in Annexure E paid till the date of issuance of the cancellation/termination letter including amounts towards formation of Organization/ Apex Organisation (as may be applicable).

h) Administrative charges, Ombudsman fees and/ or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit.

(xi) The Applicant/s further agrees that the Promoter shall refund the balance amounts either by way of (i) personal hand delivery of cheque(s) to the Applicant/s, or (ii) courier of cheque(s) to the Applicant/s at the aforementioned address mentioned in this Form or in the Agreement to sub lease, or (iii) by any other means as the Promoter may deem fit. In the event the Applicant/s is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first applicant (as per the Application Form) /lender (in case the Applicant/s has procured a loan from a bank/ financial institution), as the case may be.

(xii) Upon the cancellation and/or termination of the allotment of the Unit, the Applicant/s shall not have any right, title and/ or interest with respect to the Unit and the Promoter shall be at liberty to sell or otherwise deal with the Unit with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Applicant/s waives his right to raise any objection or dispute in this regard.

(xiii) Any Application containing false or misleading information and/or documents is liable to be summarily rejected and the allotment shall stand cancelled. Upon such cancellation, the installments paid will be refunded without any interest subject to forfeiture as stated herein.

6. POSSESSION AND COMPENSATION

(i) The Promoter shall endeavor to give possession of the said Unit to the Applicant/s on or before the date specified in Annexure B **("Date of Possession")**. Further, the Promoter shall endeavor to give possession of the said Amenities to the Applicant/s on or before the date specified in Annexure B **("Time Schedule of Completion")**. The Date of Possession and Time Schedule of Completion shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure circumstances and reasons beyond the control of the Promoter.

(ii) In the event the possession is delayed beyond the date as agreed hereinabove interalia for any reason, the Promoter shall be entitled to extension of 12 [twelve] months (**"Extended Duration"**) for handover of possession and completion of construction.

(iii) In the event of any delay in handing over possession of the said Unit and the said Amenities to the Applicant/s on the Date of Possession and Time Schedule of Completion, respectively and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the said Unit and the said Amenities due to force majeure reasons, the Promoter shall intimate the Applicant/s in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the said Unit shall be handed over the Applicant/s **("Revised Possession Date")** and the said Amenities **("Revised Time Schedule of Completion")** shall be completed. In the event, the Applicant/s is desirous of cancelling the booking of the Unit,

prior to the date of application of the Occupation Certificate in respect of the said Unit, then the Applicant/s shall intimate the Promoter his/ her/ their non-acceptance of the Revised Possession Date and Revised Time Schedule of Completion within fifteen (15) days from the date of receipt of such intimation from the Promoter, failing which it will be deemed that the Applicant/s has/ have accepted the Revised Possession Date and Revised Time Schedule of Completion and the same shall be binding on the Applicant/s.

(iv) Further, in the event if the Promoter is unable to file for the Occupation Certificate on or before the Possession Date or the Revised Possession Date (as applicable), subject to reasonable extension of time, then on demand in writing by the Applicant/s, the Promoter shall refund with simple interest as per applicable law from the date of receipt of installment of amounts paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, Service tax, GST, TDS, deposits, charges etc. paid to the Promoter and/or competent authorities, as the case may be) till the date of the written intimation of cancellation of the said Unit from the Applicant/s. However, taxes, levies, cess, interest amounts (if any) paid by the Applicant/s and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts.

(v) In the event the Applicant/s does not intend to withdraw from the booking in the Project and/or is not agreeable and accepted the revised timelines, then in such an event, the Applicant/s shall be entitled to seek simple interest as per applicable law for every month of delay, as compensation, post expiry of the Extended Duration and such time period affected by Force Majeure conditions till the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the said Unit (**"OC Date"**). The Promoter shall pay such compensation on the installments paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, GST, Service tax, TDS, deposits, charges etc. paid to the Promoter and/or authorities, as the case may be) for the said Unit, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/ adjustable on the balance amounts payable at the time of handing over the possession of the said Unit. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the OC Date for any reason whatsoever, irrespective of the Applicant/s not taking possession of the said Unit. Such compensation shall be payable directly to the Applicant/s named herein, if he continues his booking on the OC Date.

(vi) Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Revised Possession Date and Revised Time Schedule of Completion shall extended

(a) on account of any force majeure events and/ or

(b) due to non-compliance of the terms and conditions by the Applicant/s. "Force Majeure" shall include :-

i. flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the said Project and/ or

ii. war, civil commotion or act of God ;

iii. any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(vii) Additionally, the compensation for delay shall not be paid in the following events :

(a) For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or

(b) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Applicant/s during inspection of the said Unit, and/or

(c) For the period if the Applicant/s commit/s any default and/ or breach of the terms and conditions contained herein, and/or

(d) For the period of delay incurred due to additional work to be completed on the request of the Applicant/s for certain additional features, upgrades, in the said Unit, in addition to the standard Unit, and/or

(e) For the period from the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the said Unit till the actual handover of possession of the said Unit.

(vii) In case the Promoter is forced to discontinue the construction of the said Unit and/ or Phase II Project (entire or part) due to force majeure reasons and/ or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Applicant/s without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.

(viii) The Unit shall be considered as ready for use and occupation on the date of receipt of OC or any other certificate required for occupation from the competent authorities. The Promoter, after obtaining the OC, shall issue the Offer of Possession letter to the Applicant/s requesting to make payments as per the Agreement and take possession within such date as mentioned in the Offer of Possession letter. The Applicant/s shall before taking over the possession of the said Unit, clear all outstanding dues, keep deposited with the Promoter, amounts mentioned in Annexure E and also pay the applicable GST, Value Added Tax, service tax and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the said Unit (if applicable), by time to time to the Promoter, for construction and sale of the said Unit.

(ix) For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 45 (forty five) days after the date of Offer of Possession letter, regardless of whether the Applicant/s takes such possession (for fit outs) or not. Such date shall be referred to as "CAM Commencement Date". In such cases that the unit/s are sold after the Date of Offer of Possession, the CAM charges or the Unit shall commence from the date of which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days.

(x) The Promoter, upon receiving payments made by the Applicant/s as per this Agreement shall offer in writing the possession of the Unit, to the Applicant/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such written communication. The Applicant/s shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Applicant/s.

(xi) The Applicant/s are aware that the Promoter has proposed to develop inter alia a club house with certain other amenities and facilities etc. (club house/ community building) in the said Larger Property subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and the Applicant/s has agreed to avail membership of this club house, by paying such membership fees and also all such other charges as may be stipulated by Promoter in Annexure E. Entry to the club house will be allowed and the facilities may be allowed to be used on terms and conditions as may be stipulated by the Promoter or Maintenance Agency, from time to time.

(xii) In the event the Applicant/s fails to take possession of the Unit within such date as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Applicant/s. The maintenance charges and the defect liability period shall commence from the CAM Commencement Date. In addition to payment of interest for delayed payments, the Applicant/s shall be liable to pay Holding Charges as specified in Annexure B from expiry of CAM Commencement Date till the Applicant/s takes actual possession of the Unit. The Applicant/s agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Applicant/s for the possession of the said Unit. Under such circumstances it shall be deemed that the Applicant/s has taken possession of the said Unit. During the period of the said delay by the Applicant/s, the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Applicant/s in relation to its deterioration in physical condition.

7. TRANSFER / NOMINATION

(i) The Applicant/s shall not sell, lease, let, sub-let, transfer, assign or part with the Applicant/s' interest or benefit under this Application or part with the possession of the Unit till the Date of Possession and all the amounts payable by the Applicant/s under this booking are paid in full to the Promoter and the Applicant/s is not in breach of any of the terms and conditions of this Application Form. Any sale/transfer of the Unit after this time shall require written approval from the Organization of unit owners (and till such time that the Organization is formed, the Company) and payment of administrative charges as communicated by the Promoter or Organisation (as the case may be) to ensure that the inherent nature of the Phase II Project is not compromised by bringing in any member or resident who does not subscribe to the guidelines, bye laws and/or objectives of the Organization. Any document for sale/transfer/lease etc. which is entered into by the Applicant/s with any prospective buyer, without obtaining written approval of the Organization (and till such time that the Ultimate Organization is formed, the Company), shall not be valid and not binding on the Organisation and / or the Company, as the case may be.

(ii) At any time after allotment of the Unit, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] shall be payable in case such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Applicant/s and the Applicant/s shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Allottee/s is mandatory, if any.

(iii) At any time after allotment and before the execution of the Agreement in respect of the Unit, the inclusion/ deletion of the name/s of the spouse or child, parents or brother or sister of the original Applicant/s as new Joint Applicant/s or change of Joint Applicant/s or swapping/ interchanging between the First and Second/ Joint Applicant/s is permissible subject to payment of administrative charges of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra].

8. GENERAL

(i) It is clarified by the Promoter that any benefit, deferment, waiver, compensation etc. of any pecuniary nature which is agreed and/ or which may arise under this transaction shall be solely for the benefit of the Applicant/s hereto and cannot be transferred, exchanged, adjusted and assigned to any third party, transferee, assignee etc.

(ii) The Promoter shall confirm the final carpet area that has been allotted to the Applicant/s after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area, then in such event the only recourse of the Applicant/s shall be refund

by the Promoter of the excess money as per applicable law. If there is any increase in the carpet area allotted to Applicant/s, the Applicant/s shall make payment with the next milestone of the Payment Schedule and/ or on or before possession and the Applicant/s shall not be entitled to cancel and terminate this booking on account for this variation. Such monetary adjustment shall be made in proportion to the Sale Consideration.

(iii) The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the said Land is 10,597.7 sq.mtrs. only and Promoter may utilize any balance Floor Area Ratio by availing of TDR or FAR available on payment of premiums or FAR available as incentive FAR by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FAR which may be available in future on modification to the Development Control Regulations. The Applicant/s has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the proposed FAR shall belong to the Promoter only.

(iv) The current development is a Phase II Project proposed to be developed by the Promoter on a part of the entire Larger Property and may be a mixed used development comprising of residential and commercial zones or such approved development, which would be developed in a phased manner at the discretion of the Promoter. The Applicant/s shall have no right in the development, phasing and construction on the Larger Property and / or other phases to be developed on the said Larger Property. The Promoter shall be entitled to modify/ revise/ replace the development and the common area, amenities and facilities on the Larger Property and submit for approval such revised plans and the Applicant/s hereby provides his consent for the same.

(v) The Applicant/s is aware that the Promoter shall be carrying out extensive development/ construction activities at any time in future on the said Larger Property and that the Applicant/s has confirmed that he/ she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Promoter or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities.

(vi) In the event the land adjoining to the said Land is owned/leased/ developed by the Promoter (or the Promoter's wholly owned subsidiary, group company or associate company), the Promoter reserves the right to develop the same, either by amalgamating the same with the said Land and/ or sub-dividing and/or amalgamating the said Land and the adjoining land, as the Promoter may deem fit and proper in accordance with the applicable laws.

(vii) The Promoter will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. It is made clear that the Applicant/s shall have no right to claim partition of the said Unit and/ or common areas/ facilities.

(viii) The Promoter proposes to maintain the Amenities and upkeep of the said Larger Property, until the formation of the Organisation and/ or Apex Organisation and/or Apex Organisations (as may be applicable), as per the terms of this Agreement, by its nominated Maintenance Agency. The Promoter and/ or the Maintenance Agency shall make provisions for payment of CAM Charges as outgoings to the Organisation and/ or Apex Organisation and/or Apex Organisations (as may be applicable) for the purposes of maintenance of the Building and Amenities in the Phase II Project and the Larger Property.

(ix) The Applicant/s hereby agrees and undertakes that he/she/they shall pay the insurance premium of the said Unit and proportionate area of the Phase II Project, from such date as intimated by the Promoter and the same is in addition to Sale Consideration.

(x) The Applicant/s have represented and warranted to the Promoter that the Applicant/s is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the Unit as and when demanded by the Promoter. The Applicant/s understands and agrees that in the event they apply for a home loan to any Bank/Financial institution, they shall do so at their sole cost, liability, risk and consequences. The Applicant/s further agrees and understands that it shall not be the responsibility or liability of the Promoter to make timely arrangements or facilitate in any manner whatsoever the sanction and disbursement of loan to the Applicant/s. Further, the Promoter shall not have any financial obligation / liability towards such financial institution / bank etc. and the Applicant/s shall always keep the Promoter fully indemnified and harmless against the same and execute any undertaking/ declaration / tripartite agreement as may be required by Promoter in this regard.

(xi) The Applicant/s hereby agrees and confirms that if the Promoter so desires, he shall be entitled to create security on the said Larger Property and the said Land together with the buildings being constructed thereon (including the Building) by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof, save and except the Unit allotted herein. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds, save and except the Unit. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment of lease or conveyance of the Larger Property (or any part thereof) and buildings constructed thereon in favour of the Organisation or Apex Organisation in accordance as mentioned in the Agreement. The Applicant/s hereby gives express consent to the Promoter to raise such financial facilities against security of the said Larger Property and the said Land together with the buildings being constructed thereon (including the Building) and mortgage the same with Banks and/ or Financial Institutions as aforesaid, save and except the Unit agreed to be transferred hereunder.

(xii) In the event the Applicant/s brings to the notice of the Promoter any structural defect/s within a period stipulated under applicable law, it shall wherever possible be rectified by the Promoter without further charge to the Applicant/s. However, the Parties agree and confirm that the decision of the Promoter's Architect shall be final and binding in deciding whether there is any actual structural defect in the Unit or Building or defective material being used or regarding workmanship, quality or provision of service. The Promoter shall be discharged from their liability as aforesaid in the event the Applicant/s carries out any structural modifications, alterations at its own accord and/ or if the Applicant/s makes any changes in the structure, location, use and type of the areas, utilities and specifications and fixtures in the said Unit. Additionally, the Promoter shall not be liable in case of the following :

a) Structural defects caused or attributable to the Applicant/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose

b) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.

c) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.

d) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind including by terrorists etc.

e) Structural defects occurring in the Unit or unit that has undergone civil renovations.

(xiii) The Applicant/s along with other unit owners of the said Phase II Project shall join to form and register an organisation or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said **"Organisation"**) to be known by such name as the Promoter may decide and sign and execute the membership application form and other papers. No objection shall be taken by the Applicant/s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in forming the Organisation, on account of any delay of the unit owners in complying with the above.

(xiv) The Promoter shall at its discretion, as prescribed under the applicable laws, form an apex organization (being either an organisation or society or association or condominium or a limited company, as determined by the Promoter) (**"Apex Organisation"**) for the entire development of the said Larger Property or separate apex organisation (being either an organisation or society or association or condominium or a limited company) (**"Apex Organisations"**) for each of residential and commercial zones and/ or such other authorized development zones, as the Promoter may deem fit, for the purposes of effective maintenance and management of the entire Larger Property including for common areas and amenities of the Larger Property at such time and in such a manner as the Promoter may deem fit to be known by such name as the Promoter may decide, within such period as may be prescribed under the applicable laws.

(xv) In case during the course of construction and/or after the completion of the Phase II Project, for better planning, further construction on any portion of vacant land becomes possible, the Promoter shall be entitled to take up such further construction and the Applicant/s shall have no objection for the same if not affecting the Unit.

(xvi) No reimbursement or deduction in the value of Unit shall be considered by the Promoter in case the Applicant/s desire/s (with prior written approval/consent of the Promoter) to do some modification works in the interior of the said Unit.

(xvii) The Promoter shall not be liable to the Applicant/s for any details, information and representations provided such Real Estate Agency /Broker/ Channel Partner, which are incorrect and not provided in this Application/ Agreement.

(xviii) In the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality. Natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.

(xix) The Applicant/s confirm that they have not relied upon the interiors depicted / illustrated in the sample flat or show flat and agree and understand that the same is shown only as a suggested layout without any obligation on the part of the Promoter to provide the same. The Applicant/s further understands and acknowledges that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification for any Unit and/or service and the Applicant/s has not relied on the same for purchase of the said Unit.

(xx) The Applicant/s declares and confirms that the monies paid/payable by the Applicant/s under this Application Form towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/ orders enacted pursuant to the same, from time to time (collectively **"Anti – Money Laundering Regulations"**). The Applicant/s authorizes the Promoter to give his/ their personal information to any statutory authority as may be required from time to time. The Applicant/s further affirms that the information/

details provided herein is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Applicant/s further un-equivocally agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Application Form and Agreement to sub lease. Upon such termination the Applicant/s shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoter. In the event of such cancellation/termination, the monies paid by the Applicant/s shall be refunded by the Promoter to the Applicant/s subject to the forfeiture clause and in accordance with the terms of this Application Form only after the Applicant/s furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Applicant/s.

(xxi) All correspondence will be made with First Applicant at the address for correspondence on the Promoter's record initially indicated in this Application Form. Any change of address will have to be notified in writing to the Promoter at its registered office and acknowledgement obtained for such change. In case there is a joint Applicant/s, all communication shall be sent by the Promoter to the First Applicant and which shall for all purposes be considered as served on all the Applicant/s.

(xxii) Upon forwarding the Agreement to sub lease to the Applicant/s by the Promoter does not create a binding obligation on the part of the Promoter or the Applicant/s until, firstly, the Applicant/s signs and delivers the Agreement with all the schedules along with the payments due as stipulated in the payment schedule within 30 (thirty) days from the date of receipt by the Applicant/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Applicant/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Applicant/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Applicant/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Applicant/s, application of the Applicant/s shall be treated as cancelled and all sums deposited by the Applicant/s in connection therewith including the booking amount shall be returned to the Applicant/s without any interest or compensation whatsoever, subject to the forfeiture clause as stated in the Application Form or Agreement of Sale.

9. JURISDICTION AND ARBITRATION

(i) All disputes or differences relating or arising out of or in connection with the booking and allotment shall be read with the terms and conditions contained herein and shall be mutually discussed and settled between the parties.

(ii) All disputes or differences whatsoever which shall arise at any time hereinafter between the parties hereto so far as it is possible, shall be settled in the manner and by the process mentioned in this clause.

(iii) The Applicant/s can refer his grievances to the Regional Service Manager for this project ("RSM") with necessary supporting papers and documents ("First Level Escalation").

(iv) Such RSM shall endeavor to satisfactorily resolve such grievance/s within two weeks (or such extended period duly recorded in written communication by either party/s) of receipt of such formal communication of grievance (with necessary supporting papers and documents) from the Applicant/s.

(v) In the event the RSM does not reply to the Applicant/s within two weeks from the date of escalation

to the Regional Service Manager and/ or if the Applicant/s is not satisfied with the response and resolutions received and proposed from such RSM, he shall refer the matter to Head-CRM (Customer Relationship Management) as the "Second Level Escalation". In the event the Head–CRM does not reply to the Customer/s within three weeks from the date of escalation to Head-CRM and/ or if the Applicant/s is not satisfied with the response and resolutions received and proposed from the Head-CRM, he shall have the option to escalate to the Head Customer Care as the "Third Level Escalation". In the event the Head Customer Care does not reply to the Customer/s within two weeks from the date of escalation to Head-CC and/ or if the Applicant/s is not satisfied with the response and resolutions received and proposed from the Head-CC, he shall have the option to refer his grievance to the Ombudsman.

(vi) Once either party decides to refer a grievance to the Ombudsman for resolution, he can write an email at **ombudsman@tatahousing.com** with details of their grievances and issues, with necessary supporting papers and documents and remedy/ prayer sought from other party. Such Ombudsman shall be conducted by an independent professional third party/person/body, who is at arms's length relationship with both the Parties. The ombudsman proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language. Costs and expenses for such ombudsman process is mentioned in the Ombudsman Policy framed by the Promoter and displayed at its website.

(vii) If the disputes or differences between the Parties as mentioned above remain un-resolved post referring the same to Ombudsman or the Applicant/s is not satisfied with the award of the Ombudsman, either Party shall have the option to refer such matter to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only a sole Arbitrator nominated mutually by both the parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The seat of arbitration and arbitration proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language. Costs and expenses for such arbitration proceedings shall be equally borne by the parties.

(viii) This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction.

(ix) The above clause shall survive the termination and/ or cancellation of this transaction.

SOLE/ FIRST APPLICANT

ariana
LIVE RICH. NATURALLY.

SECOND APPLICANT