APPLICATION FORM

Date:
Customer Code No:
Sales Order No:

To,
TATA HOUSING DEVELOPMENT COMPANY LTD.
Registered Office :
Times Tower, 12th Floor,
Kamala Mills Compound,
Senapati Bapat Marg,
Lower Parel (W)
Mumbai 400 013

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 share in the common areas (hereinafter referred to as said "Unit") on pieces and parcels of the **said Land** as described in the **First Schedule**, to be developed by **TATA HOUSING DEVELOPMENT COMPANY LTD.** (hereinafter referred to as "Promoter") and **M/s RICHA REALTORS** (hereinafter referred to as "Co-Promoter"). The Promoter and the Co-Promoter are collectively referred to as the "Promoters".
2. The Applicant/s are aware that the said Land is part of the Project "Aveza" ("Project"). The said Project is at Mulund (E), taluka Kurla District Mumbai Suburban, falling within jurisdiction of registration Sub District of Kurla, District Mumbai Suburban of Revenue Village Mulund bearing CTS 1320 –A (Part) admeasuring 6314 sq. mtrs. in the registration District and Sub District of Mumbai City and Mumbai Suburban (hereinafter referred to as "**said Larger Property**").
3. The Promoter has commenced developing the said Larger Property in various phases. Currently, Phase I is being constructed on the said Larger Property. The Phase I Project shall contain such buildings constructed/ to be constructed on the said Land as mentioned in the **Second Schedule**.
4. 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**.
5. The Applicant/s is aware that the said Larger Property is part of leased hold land from Maharashtra Housing and Area Development Authority (MHADA) and is developed by the Promoter under the Joint Development Agreement dated 27 December 2010 and Power of Attorney dated 27 December 2010. The Applicant/s have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot the said

Unit to the Applicant/s on the basis of such terms and conditions as contained herein. A brief title note of the said Land is annexed as **Annexure D**.

6. 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**.

7. 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 Phase I 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 I Project and the stage wise schedule of development is provided in **Annexure F**.

8. 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).

9. 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 I Project.

10. 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.

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

FIRST SCHEDULE – THE SAID LAND
(Description of the said Land)

All that pieces and parcels of land area of admeasuring 35121.78 sq.mtrs. (including area of 3782 sq. mtrs., referred as "Building Area") in CTS No. 1320A (PT) /1320/A/21/1 to 4, 1320/A/22 to 1320/A/33, situate at Mulund (East), Mumbai 400 081, Taluka Kurla, District Mumbai Suburban of Village Mulund (East), now in the Registration District and Sub-District of Mumbai City, situate within the limits of Bruhan Mumbai Mahanagarpalika and bounded as follows :

On or towards the East : Nullah
On or towards the West : Club House and Podium
On or towards the North : Nullah
On or towards the South : DP Road

SECOND SCHEDULE – BUILDING/S ON THE SAID LAND

	Tower A	Tower B	Tower C
Podiums	4	4	4
Plinth	1	1	1

Sole / First Applicant

Second Applicant

Stilt	1	1	1
Floors (proposed)	44	36	43

Signature of the First/Sole Applicant	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 1 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 being 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). Also certified copy of Memorandum of Association (MOA), Board Resolution authorising purchase of Unit, Power of Attorney of the authorized signatory is to be submitted along with the Application Form).
10. For partnership firm, a certified copy of partnership deed along with authority in favour of partner to sign application/documents, signed by all partners
11. For Trust, a certified copy 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

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

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 :

Sole / First Applicant

Second Applicant

Sno.	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** **Fax**	: :	(Work) (Mobile) _____
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 Tata Housing / Tata Value Homes projects**	:	Yes : No : If yes, Unit no., Project name and location :

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.

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: _____

Sole / First Applicant	Second Applicant

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 (if applicable) and RERA Registration no#**	a) Name of Entity:- _____ _____ b) Seal c) RERA Registration Number _____, validity upto _____ d) State of registration :-	
11.	**Whether Applicant is an Employee of Tata Group**	Yes ☐ No ☐ (Tick as applicable) 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 completion of the project**		
17.	**Payment Schedule**	Annexure E	
18.	**Deposit, outgoings and other charges**	Annexure E	

Sole / First Applicant

Second Applicant

19.	**Initial token amount / Application Money**	
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.

Sole / First Applicant

Second Applicant

ANNEXURE – B1
FLOOR PLAN OF THE SAID UNIT

ANNEXURE C
List of Permissions and Approvals

Sr. No.	List of approvals	Details
1.	Intimation of Disapproval	Intimation of Disapproval under S.346 of Mumbai Municipal Corporation Act, as amended up to date CE/5062/BPES/AT, 8 November, 2013, MHADA, MHADA New PMGP C.H.S Ltd. & RICHA Realtors C.A to Society
2.	Commencement Certificate	Commencement Certificate - C-3 NO. CE/5062/BPES/AT Municipal Corporation of Greater Mumbai FORM 'A' Maharashtra Regional and Town Planning Act,1996.
3.	Amended layout plan	MCGM Approved vide approval 9 March 2017
4.	Details and sanction for supply of[#]	
	a)civic and infrastructure facilities such as, electricity[*]	MAHAVITARAN REF: EE/MND/T/ NO 1651N.O.C for release connection to M/s Richa Realtors, S.No. 386, CTS No.1320, Village Mulund, MHADA, New PMGP Colony, Mulund (East), Mumbai-81
	b) Sewer and sanitation	MCGM permission bearing no. Dy Ch E-6983 / SWD/ES dated 7 February, 2014
	c)municipal water,	MCGM, Water department permission dated 15 January, 2014
	d) fire-fighting facilities and emergency & evacuation services	NOC From MCGM Fire Brigade Department bearing no. FB/HR/ESI890 dated 18 July, 2013
	e) external access roads of the Project	DP Road
5.	RERA Registration Number and all RERA details	Registration Number P51900007527 valid upto 31 December, 2022 website link http://maharera.mahaonline.gov.in

[#]The Promoter has clarified to the Allottee(s) that the Phase I 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 Allottee(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.

Sole / First Applicant

Second Applicant

ANNEXURE D

NOTE ON THE TITLE OF THE SAID LAND

A. Maharashtra Housing and Area Development Authority ("MHADA") was seized of land at Mulund (East), District Mumbai Suburban bearing C.T.S. No.1320-A (part) of Village Mulund admeasuring 24.71 Acres equivalent to 1,00,002 Sq. mtrs. ('**MHADA Land'**).

B. Somewhere in the early 1990 MHADA constructed 56 buildings for Low Income Groups (LIG), 4 buildings for Higher Income Groups (HIG) and other amenity structures upon the MHADA Land which was more particularly stated in area statement annexed thereto as Table 1. The MHADA Land is partly affected by the Costal Regulation Zone (**"CRZ"**) and the area affected by CRZ is approximately 41484.50 sq. mtrs. affected by notification issued in 1991 by Ministry of Environment and Forest, Government of India, CRZ.

C. MHADA has allotted / leased out portion of the MHADA Land to various societies and/or bodies with the amenities / reservations for the use and benefits of the occupants in the following manner:

Table 1

Sr No.	Occupants	Area in Sq Mtrs
1	MHADA New P.M.G.P Co-operative housing society Limited, **("Plot-A")** Building nos. 3 to 37 and 39 to 55	34220.61
2	Mulund Shree Sai Surya CHS Ltd of Building no. 1 and 2 **("Plot-B")**	1297.47
3	Om Sai CHS Ltd. consisting of Building no. 56 **("Plot-C")**	665
4	Higher Income Group Scheme comprised of following Societies comprised of 4 buildings **("Plot-D")** 1) Saraswati CHS Ltd 2) Hariyan Darpan CHS Ltd 3) Vikas Prabha CHS Ltd 4) Akash Deep CHS Ltd	5850
5	Leased out to Maharashtra State Electricity Board **("Plot-E ")**	1250
6	Area Leased out to Police Station **("Plot-F")**	748
7	Area reserved for Maternity Home & Dispensary **("Plot-G")**	3000
8	Area reserved for Municipal Primary School **("Plot-H")**	500
9	Area allotted to BEST Bus station **("Plot-I")**	3000
10	Area reserved for Municipal Retail Market **("Plot-J")**	3000
11	Area reserved for Post Office **("Plot-K")**	482
12	Balance Open Plot **("Plot-L")**	46209.53

D. The said 56 LIG buildings constructed by MHADA (bearing Nos.1 to 37 and 39 to 56) consist of ground plus one and two storied structures with 1,467 tenements on the Larger Land which were allotted to various allottees. Since the condition of the building nos. 3 to 37 and 39 to 55 was dilapidated, the tenement holders of building nos. 3 to 37 and 39 to 55 came together and formed a proposed Co-operative Society. The said proposed Co-operative Society in its Annual Meeting held on 24 December 2006 resolved and appointed the Co-Promoter as a developer for re-development of 52 buildings (Buildings Nos.3 to 37 and 39 to 55 having a multi storeyed structures), which is hereinafter referred to as the "**Buildings**".

E. Thereafter the proposed Co-operative Society was registered under the name of MHADA New P.M.G.P. Co-operative Housing Society Ltd. ("**PMGP"**).

F. By and under a Development Agreement dated 19 June 2007 executed between PMGP and Richa Realtors (the Co-Promoter herein) *(*registration No. BDR 7-3438-2007*)* ("**Development Agreement**"), PMGP granted development rights over and in respect of the MHADA Land excluding Plot Nos. B, C and D (as mentioned above), referred to the "**Re-development Land**" in favour of Richa Realtors (the Co-Promoter herein) as the developer therein, on the terms and conditions mentioned therein. PMGP also executed a Power of Attorney dated 19 June 2007 *(Registration* Sr. Number BDR-7-3439/2007*)* in favour of the Co-Promoter authorizing the Co-Promoter to do all acts pertaining to re-development of the Re-development Land ("**Richa POA**").

G. Floor Space Index ("FSI") of 2 was permissible for construction on the said Re-development Land at the time when the Development Agreement was executed in and around 2007. However, on account of an amendment of 6 December, 2008 to Regulation 33(5) of the Development Control Regulations, the available FSI was increased from 2 to 2.5. By reason of the increase in FSI, the area of tenements to be provided free of cost to each member of the PMGP was increased by 151 sq. ft. and consequently the amount of corpus fund to be paid by the Co-Promoter as the developer was increased by Rs. 26,000 per member. On account of these changes and also on account of certain discrepancies that crept through oversight in the said Development Agreement, a Supplemen*tal Agreement dated 6 Oct 2009 (Registration* Sl. No.BDR13 – 8020 – 2009 was executed by and between Richa Realtors (the Co-Promoter herein) and the PMGP ("**Supplemental DA**").

H. By and under an Indenture of Lease dated 10 August, 2007 executed by and between MHADA (as the Lessor and referred to as the 'Authority' therein) and the PMGP (as the Lessee and referred to as 'the Society' therein), the "**Lease Deed**", the land admeasuring 34220.61 sq. mtrs. underneath and appurtenant to the said Buildings has been demised by way of a lease by MHADA in favour of the PMGP for a period of 90 years commencing from 1 September, 1993 on terms and conditions as stated in the Lease Deed.

I. By and under a Deed of Sale dated 10 August, 2007 executed by and between MHADA (as the Vendor and referred to as the 'Authority' therein) and the PMGP (as the Purchaser and referred to as 'the Society' therein), the said Buildings were conveyed, granted and assured by MHADA in favour of PMGP.

J. Pursuant to an application made by PMGP and the Co-Promoter as the developer for re-development of the said Re-development Land in accordance with the provisions of amended Regulation 33(5) of the Development Control Regulations, 1991, MHADA by its letter dated 24 March, 2009 informed PMGP that vide its resolution no.240 dated 16 February 2009, it was resolved to carry out redevelopment of the said Re-development Land on

certain terms and conditions as stated therein. Pursuant to Resolution No.240 dated 16 February 2009 of MHADA, Joint Development Agreement dated 30 September, 2010, been executed by and among MHADA of the First Part, PMGP of the Second Part and Richa Realtors (the Co-Promoter herein) as the developer of the Third Part (said "**MHADA JDA 1**") in which the terms and conditions pertaining to re-development of the said Re-development Land by the Co-Promoter in accordance with the terms of this MHADA Resolution No.240 dated 16 February 2009 and in terms of the provisions of amended Regulation 33(5) of the Development Control Regulations, 1991 have been recorded.

K. Pursuant to Resolution No.240 dated 16 February 2009 of MHADA, Joint Development Agreement dated 30 September, 2010, been executed by and among MHADA of the First Part, PMGP of the Second Part and Richa Realtors (the Co-Promoter herein) as the developer of the Third Part and Shree Sai Surya Co-operative Housing Society on 26th December 2014 duly registered vide Registration No. KRL-50/2015 (said "**MHADA JDA 2**") in which the terms and conditions pertaining to re-development of the said Re-development Land by Richa Realtors on the terms and conditions mentioned thereunder.

L. The Co-Promoter has represented to the Promoter that by virtue of the Development Agreement, the Supplemental DA, MHADA JDA1, MHADA JDA2, the Co-Promoter is in physical possession of the said Re-development Land and is absolutely and exclusively entitled to develop the same in accordance with the applicable laws and subject to the rights of the members of the PMGP and MHADA.

M. Under the MHADA JDA 1 the Co-Promoter is entitled to transfer the benefit therein and/or develop the said Re-development Land in joint venture or otherwise with any third party after obtaining consent of PMGP and MHADA. Accordingly, the Co-Promoter has informed MHADA, pursuant to which MHADA has granted a NOC dated 12 October, 2010 to the Promoter for joint development. The Co-Promoter has informed PMGP of the arrangement to be executed with the Promoter and received their consents to the development of the said Re-development Land by the Co-Promoter and the Promoter on a joint basis.

N. Relying on the aforesaid representations of the Co-Promoter and the Promoter agreed to join in re-development of the said Re-development Land by providing and/or procuring necessary finance and making available its expertise and resources for joint development of the said Re-development Land.

O. Accordingly the Co-Promoter has entered into a Joint Development Agreement with the Promoter dated 27 December 2010 registered under Sr. No. BDR-13 2326-2011 (said **"TATA JDA"**) and a Power of Attorney dated 27 December 2010 registered under Sr. No. BDR-13-2327-2011, (said **"First TATA POA"**). This was followed by a Supplementary Agreement dated 6 September 2012 registered under Sr. No. KRL-1/3011-2013 with sub registrar of Assurances (said **'Supplementary TATA JDA'**) and a Power of Attorney dated 6 September 2012 registered under Sr. No. KRL-1-3012-2013, (said **"Second TATA POA"**).

P. The Promotor and Co-Promotor have entered into a Second Supplemental Agreement dated 17 December, 2015, wherein the parties have inter alia agreed to amend the terms of the TATA JDA (said **"Second Supplemental TATA JDA"**). The Parties have also entered into a second Addendum dated 22 May 2015 wherein the parties have modified the terms and understanding of the earlier executed documents (said **"Addendum II"**).

Q. The Promotor has assigned its development rights as granted by Sai Surya Society to the Co-Promotor as per the terms and conditions of the Joint Development Agreement. The TATA JDA, First TATA POA, Supplementary TATA JDA, Second TATA POA, Second Supplemental TATA JDA, Addendum II and all other deeds, documents, papers etc. written and exchanged between the Co-Promoter and the Promoter are collectively hereinafter referred to as "**Development Documents**". Pursuant to the said Development Documents, the Co-Promoter and the Promoter jointly agreed to develop the property admeasuring 8.64 acres equivalent to 34964.52 sq. mtrs. (appox.) situated at Village Mulund (East) bearing survey No. 386 (pt) and City Survey No.1320-A (**"Schedule II Property"**).

R. As per the Development Documents, the Co-Promoter states that in the Schedule II Property there are proposed to be 6 (six) buildings/wings to be constructed in phases viz Tower A to F (being the free sale portion). Out of the Schedule II Property, Tower A to E is proposed to be constructed, sold and handed over to the allottees/purchasers by the Promoter. The Tower F is proposed to be constructed, sold and handed over to the allottees/purchasers by the Co-Promoter. The land area comprising of the building areas of Tower A to E, collectively admeasuring to 6314 sq. mtrs. and proportionate share holding in the Schedule II Property is hereinafter referred to as the "**Larger Property**".

LIST OF ENCUMBRANCES ON THE SAID PHASE I PROJECT

1. Litigations

1. Writ Petition No. 2051 of 2015, M/s Richa Realtors V/s State of Maharashtra and others, before the Bombay High Court
2. Mulund Project Industrial Labour Court, Thane Complaint (ULP) No. 235 of 2016, The General Secretary, Mah Shramik Sanghtana Vs. Rajendar Das (Contractor) and others.

2. Encumbrances:

The Said Property / Project is having Specific Loans dated 16th May 2014 by the Landers (SBI) for an amount of Rs. 160 Crores and Specific Loans dated 03rd May 2016 by the Landers (SBI) for an amount of Rs. 200,00,00,000/- (Rupees Two Hundred Crore Only), SBI have created hypothecation and mortgage over the immovable and movable assets of the project.

3. Disclosure:

(i) **IDBI Bank** - Tata Housing Development Company Limited has obtained working capital facility from IDBI Bank on 11.06.2015. Security being 1st Pari Passu Charge by way of Hypothecation on the entire assets of Tata Housing Development Company Limited and Collateral being Negative Lien on Eruchshaw Building at Fort.

(ii) **State Bank of India**:- Tata Housing Development Company Limited has renewed its Cash Credit Facility of State Bank of India on 17.03.2017. Security for the same being Hypothecation on the entire current assets present and future of the Tata Housing Development Company limited on Pari Pasu basis with other banks under Multiple Banking Arrangement.

(iii) **IDFC Bank:-** Tata Housing Development Company Limited has obtained various banking facilities / financial assistance such as Short Term Loan / Working Capital Demand Loan, Over draft, Letter of Credit, Bank Guarantee dated 2.12.2015. Security for the same being 1st Pari Passu Charge on the current assets of Tata Housing Development Company limited.

(iv) **The HSBC Limited:-** Tata Housing Development Company Limited has obtained various Working Capital Facilities such as Over Draft, Working Capital Loan, Documentary Credit, Deferred Payment Credit, Guarantee dated 23rd May 2013. Security for the same being Pari Passu Charge over Stock and receivables.

(v) **Deutsche Bank AG**:- Tata Housing Development Company Limited has obtained various banking Facilities vide its letter dated 23.03.2016. Security for the same being Hypothecation on stocks and book –debts of the Tata Housing Development Company limited on Pari Pasu basis with other banks under Multiple Banking Arrangement.

(vi) **ICICI Bank Limited:-** Tata Housing Development Company Limited has obtained various working capital facilities dated 21.04.2015. Security for the same being 1st Pari pasu charge by way of hypothecation of the Tata Housing Development Company Limited's stocks of raw materials, semi finished and finished goods, consumable stores and spares and such other moveable including book-debts, bills whether documentary or clean, outstanding monies, receivable both present and future in the form and satisfaction of the bank. The security shall exclude stocks, receivable and other assets of those project for which Tata Housing Development Company Limited has availed specific funding / construction finance

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 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, 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.
6. The Applicant/s shall pay all charges and expenses with respect to formation and conveyance 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 for Sale.
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.

Sole / First Applicant	Second Applicant

ANNEXURE F

- **PART A – FIXTURES AND FITTINGS FOR THE SAID UNIT**

	List of Amenities and Specifications	**Description with brands / price range (if un-branded)****	
		Tower A and B	**Tower C**
1.	CP Sanitary ware	Jaquar	American standard / Grohe /Kohler
2.	Geyser	V Guard	Not Applicable
3.	Tiles	Nitco/ Johnson/ Kajaria	Zealtop
4.	Electrical Items	Neri	Neri
5.	DG Sets	Goel	Goel
6.	Hardware	Dorset/ Neki/ Hafele/ Godrej	Dorset/ Neki/ Hafele/ Godrej
7.	Video Door Phone	CP Plus	CP Plus
8.	Elevators	Eros	Eros
9.	Electrical switches	Schneider/ Opal/Legrand/ Myrius/Crabtree	Schneider/ Legrand/ Crabtree

**Or equivalent brands

- **PART B – AMENITIES AND SPECIFICATIONS FOR THE SAID UNIT AND BUILDING**
  (these amenities and specifications of the Unit and Building shall be ready for use at the time of possession of the Unit)##

	Tower A and B	**Tower C**
Rooms	Imported Marble flooring in entrance foyer, Living, Dining and Passage	Vitrified tiles in flooring in entrance foyer, Living, Dining and Passage
	Anti-Skid premium vitrified flooring in all Bedrooms except Master Bedroom	Vitrified tiles in all rooms
	Engineered Wooden flooring in Master Bedroom	
	Gypsum plaster for walls with premium quality plastic emulsion paint on walls and ceiling	Gypsum plaster for walls with premium quality plastic emulsion paint on walls and ceiling
	Anodised aluminium windows	Anodised aluminium windows

Sole / First Applicant

Second Applicant

	Teak Veneer finish melamine polished flush door for main entrance	Solid core flush door with melamine polished veneer finish on both sides
	Laminate finish flush door for bedrooms	
Kitchen	Anti-Skid Premium Vitrified flooring	Vitrified flooring
	Gypsum plaster for walls with premium quality plastic emulsion paint on walls and ceiling	Gypsum plaster for walls with premium quality plastic emulsion paint on walls and ceiling
	Ceramic tile dado above counter upto 2' height	Ceramic tile dado above counter upto 2' height
	Indian Modular Kitchen with Imported fittings (hob & chimney) and Imported hardware	Not applicable
	Granite platform with stainless steel sink and drain board	Granite platform with stainless steel sink
Toilet	Anti-Skid Premium Vitrified flooring	Anti-Skid Premium Vitrified flooring
	Premium Vitrified tile dado	Ceramic tile dado
	Premium quality Sanitary ware, CP fittings & fixtures	Premium quality Sanitary ware, CP fittings & fixtures
	Premium quality Bathtub in master bathrooms of 4BHK apartments and above	Not applicable
	Concealed plumbing	Concealed plumbing
	Geyser in all bathrooms	Not applicable
	Exhaust fan	Exhaust fan
Balconies	Anti-Skid Premium Vitrified flooring	Not applicable
	Combination of Laminated Glass & SS Railing	Not applicable
Electrical Fittings	Premium branded Modular switches	Premium branded Modular switches
	Sufficient electrical points in all rooms	Sufficient electrical points in all rooms
	Concealed copper wiring	Concealed copper wiring
	Split AC in Living / Dining & all Bedrooms	Not applicable
	Cable TV point in Living & all Bedrooms	Cable TV point in Living & all Bedrooms
	Telephone point in Living & Master Bedroom	Telephone point in Living & Master Bedroom

Sole / First Applicant

Second Applicant

Security	Premium branded main entrance rim locks with night latch, tower bolt, peep hole & safety chain	Premium branded main entrance rim locks with night latch, tower bolt, peep hole & safety chain
	Video door phone connected between building entrance lobby and apartment	Video door phone connected between building entrance lobby and apartment
	Gated entry / exit with intercom	Gated entry / exit with intercom
	Intercom system connected between Tower entrance lobby and all apartments	Intercom system connected between Tower entrance lobby and all apartments
	Public address system in all parking levels and lift lobbies	Public address system in all parking levels and lift lobbies
	Fire alarm system in all parking levels and lift lobbies	Fire alarm system in all parking levels and lift lobbies
	CCTV`s & Dome cameras at ground levels at the periphery of the complex, entrance lobbies and parking level lobbies	CCTV`s & Dome cameras at ground levels at the periphery of the complex, entrance lobbies and parking level lobbies
Building	Aesthetically designed grand entrance lobby for all Buildings	Aesthetically designed grand entrance lobby for all Buildings
	High speed elevators in all Towers	High speed elevators in all Towers
	Imported Marble flooring in all main entrance lobbies and Premium Vitrified tile flooring in all typical floor lobbies and corridors	Granite flooring in main entrance lobbies and Premium Vitrified tile flooring in all typical floor lobbies and corridors
	Polished Kota in staircases till 1st floor and Cement tiles thereon	Polished Kota in staircases till 1st floor and Cement tiles thereon
	DG Power backup for common areas	DG Power backup for common areas

##Or equivalent. Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Promoter, shall not be held liable in any manner whatsoever, for the same. Shade and pattern variation is a property of natural stone. Though all efforts shall be made during laying of stone pieces, to minimise perceptible variation in shade and pattern, the Promoter shall not be held liable in any manner whatsoever for the same.

- **PART C –AMENITIES IN THE SAID LARGER PROPERTY**

(to be shared between all phases of the said Larger Property)

Sole / First Applicant

Second Applicant

	List of Amenities and Specifications for the Project	**Area location/ Description**	**Stage wise time schedule of completion**
1.	Gymnasium and Health Spa	Club House	Same as Date of Completion of the Project
2.	Yoga / Aerobics room		Same as Date of Completion of the Project
3.	Multipurpose hall		Same as Date of Completion of the Project
4.	Indoor games room		Same as Date of Completion of the Project
5.	Table tennis, Pool/Snooker, Kids play room		Same as Date of Completion of the Project
6.	Badminton court		Same as Date of Completion of the Project
7.	Squash court		Same as Date of Completion of the Project
8.	Swimming pools		Same as Date of Completion of the Project
9.	Tennis court		Same as Date of Completion of the Project
10.	Half Basketball court		Same as Date of Completion of the Project
11.	Landscaped gardens with traffic free children's play area	On Podium top	Same as Date of Completion of the Project
12.	Party / event lawn		Same as Date of Completion of the Project
13.	Topiary gardens		Same as Date of Completion of the Project
14.	Seniors garden		Same as Date of Completion of the Project
15.	Seating & reading areas		Same as Date of Completion of the Project

Sole / First Applicant

Second Applicant

16.	Jogging track		Same as Date of Completion of the Project

- **PART D – ARCHITECTURAL AND DESIGN STANDARDS OF THE PHASE I PROJECT**

1.	The Building is designed as per Indian Standard code and satisfying Codal provisions of Earthquake resisting measures.
2.	The technology used for the construction is system formwork

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 I 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 I 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, 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 Agreement for Sale, 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, 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 :

   i. Payments made by Applicant(s)'s family member/ friend (parents, spouse, siblings etc.);
   ii. Payments made by a Company on behalf of the Applicant/s (where such Applicant/s is a shareholder of such Company);
   iii. Individual making payment on behalf of the company being the Applicant/s(in case of Company booking);
   iv. 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 and register the Agreement for Sale and the Sale Deed (if applicable) 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 Agreement for Sale 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 Agreement for Sale and the Sale Deed (if applicable) shall be payable by the Applicant/s till the registration of the Sale 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 for Sale , 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. 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 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.

(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 for Sale, 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 Completion of the Project** "). 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 Completion of the Project 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 Completion of the Project 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 I 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 Completion of the Project 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 I 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 Space Index available as on date in respect of the said Land is 44822.50 sq. mtrs. only and the Promoter may utilize any balance Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to the Development Control Regulations. The Promoter have disclosed the

Floor Space Index of 32231.18 sq.mtrs. and as further incremental shall be utilized by him on the said Land and 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 FSI and on the understanding that the proposed FSI shall belong to the Promoter only.

(iv) The Applicant/s is aware that the Co-Promoter is under obligation to get timely approvals for the development of the Phase I Project and Larger Property under the Development Documents. Further, the Applicant/s is aware that in accordance with the recitals hereinabove and the terms and conditions of the Development Documents, the Promoter is under obligation to construct buildings on the Larger Property and sell and market the units constructed in the Larger Property.

(v) The Applicant/s is aware that the Co-Promoter shall do all such acts, deeds and things, as may be necessary and expedient to complete the development, construction and conveyance and further facilitate the sale of the Larger Property. Further, that the Co-Promoter shall also be solely responsible and liable to keep the title documents and approvals valid and subsisting and shall solely be liable for any claims, losses and penalties arising out of such matters and in this regard.

(vi) The Applicant/s is informed that the Promoter shall do all such acts, deeds and things and render all possible assistance to the Co-Promoter as may be necessary and expedient to facilitate the conveyance of the Larger Property.

(vii) The current development is a Phase I Project proposed to be developed by the Promoters 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 Promoters. 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 Promoters 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.

(viii) The Applicant/s is aware that the Promoters 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 Promoters 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.

(ix) In the event the land adjoining to the said Land is owned/developed by the Promoters (or the Promoter's wholly owned subsidiary, group company or associate company), the Promoters 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 Promoters may deem fit and proper in accordance with the applicable laws.

(x) The Promoters 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.

(xi) The Promoters 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 Promoters 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 I Project and the Larger Property.

(xii) 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 I Project, from such date as intimated by the Promoter and the same is in addition to Sale Consideration.

(xiii) 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.

(xiv) The Applicant/s hereby agrees and confirms that if the Promoters 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 Promoters 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 Promoters shall be the principal debtor and it shall be the sole responsibility of the Promoters to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment 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.

(xv) 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.

(xvi) The Applicant/s along with other unit owners of the said Phase I Project shall join to form and register an organisation or society or association or condominium or a limited company as determined by the Promoters (hereinafter referred to as the said "**Organisation**") to be known by such name as the Promoters 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 Promoters 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.

(xvii) The Promoters 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 Promoters) ("**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 Promoters 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 Promoters may deem fit to be known by such name as the Promoters may decide, within such period as may be prescribed under the applicable laws.

(xviii) In case during the course of construction and/or after the completion of the Phase I Project, for better planning, further construction on any portion of vacant land becomes possible, the Promoters 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.

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

(xx) The Promoters 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.

(xxi) In the event of paucity or non-availability of any material and/or brand the Promoters 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 Promoters shall not be held liable in any manner whatsoever for the same.

(xxii) 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 Promoters 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.

(xxiii) 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 Promoters 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 Promoters becomes aware and/or in case the Promoters is notified by the statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoters shall at its sole discretion be entitled to cancel/terminate this Application Form and Agreement for Sale. 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 Promoters. In the event of such cancellation/termination, the monies paid by the Applicant/s shall be refunded by the Promoters 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 Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Applicant/s.

(xxiv) 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 Promoters 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 Promoters to the First Applicant and which shall for all purposes be considered as served on all the Applicant/s.

(xxv) Upon forwarding the Agreement for Sale to the Applicant/s by the Promoters does not create a binding obligation on the part of the Promoters 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 Promoters. If the Applicant/s fails to execute and deliver to the Promoters 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 Promoters, then the Promoters 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 Promoters 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 Mumbai shall have exclusive jurisdiction.

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