## TATA REALTY AND INFRASTRUCTURE LTD. TATA HOUSING®

## The following terms and conditions are read, understood, accepted and confirmed by the applicants prior to booking of residential units under this offer:

## Terms & Conditions:

- A.This is a limited period offer and cannot be combined, transferred to any third party/ person and clubbed with any other offer of the Tata Realty Infrastructure Ltd., Tata Housing Development Co. Ltd., their Special Purpose Vehicles (SPV's), Joint Venture companies ("Company") or of any Banks and Financial Institutions.
- B. All persons who are competent to enter into contract under the Indian Contract Act, 1872 except applicants who are covered under Army Welfare Housing Organization (AWHO) scheme shall be eligible to apply.
- C. Applicant can avail this scheme/ offer subject to agreeing and confirming to these terms and conditions.
- D. The applicant is aware of all applicable laws prevailing in India for the purchase of immovable property and shall be responsible to comply with all the statutory compliances as required from time to time applicable upon him and the Company shall in no event be liable for the same in any manner whatsoever.
- E. The applicant shall decide the unit in the specific project and inform the Company. The Company shall within 3 days intimate the applicant about the details of the unit in the specific project along with the payment details to be made by the applicant. Upon confirmation of the unit by the company, the applicant is required to make payment in the following manner.
- F. The online payment shall be made in the following manner.
  - a) Rs. 1 Lakh for units having agreement value up to Rs. 1 Cr.
  - b) Rs. 2 Lakh for units having agreement value between Rs. 1 Cr. to Rs. 2 Cr.
  - c) Rs. 3 Lakh for units having agreement value exceeding Rs. 2 Cr. ("Earnest Amount")

The Earnest Amount is subject to the rules and regulations of Reserve Bank of India (RBI) as well as the rules and regulations framed of the VISA/ MasterCard / Mobikwik wallet/ G Pay/ Pay TM or any other organization applicable and prevailing from time to time.

The applicant has to make payment of the Earnest Amount on or before 10th June, 2020 to show Expression of Interest (EOI) in respect of particular unit in specific

project. The company shall inform the applicant within 7 days of making payment of Earnest Money about his /her logging in the system. Free Look up period is valid up to 25th June, 2020. Log in of the customer in the system in respect of unit selected will happen by 30th June 2020. The applicant will have to pay 10 % of the agreement value within 30 days of his/ her/its logging in the system.

- G. Bank will refund the Earnest Amount in case the applicant cancels the EOI during the free Look up period. For cancellation by the applicant, post Free Look up period, Earnest Amount will be forfeited.
- H. The balance consideration is payable after registration of the unit with the office of Sub Registrar of Assurances which will be after 1st January, 2021.
- I. Upon said payment being credited to the account of the Company, an e-receipt number will be generated and emailed to the applicant, which shall be mandatorily required for processing further the application of the applicant. The applicants are required to print or save the receipt for his transaction / records and submit the same to the Company as may be requested to do so.
- J. The said payment is subject to the risks involved in any Electronic Payment Transactions including due to any technical failure in the payment gateway operations and the Company shall not be liable/responsible for any failure of any payment transactions or for any amounts debited from the applicant account but not credited to the account of the Company due to any technical error in settlement or otherwise and the applicant will not have any claims against the Company for such transactions. Wherever possible, the Company will inform the applicant about such failed transaction and refund the amount, if any received by the Company, due to the applicant, shall be processed via payment gateway.
- K. The said payment by the applicant is merely towards expressing an interest in a particular unit in specific project and by virtue of said payment no right, title, interest or claim of any nature of the applicant is created in such unit. The Applicant shall be required to submit the detailed Application Form and KYC documents, and thereafter the Company shall issue the Allotment Letter subject to the applicant making payment of consideration value and other charges in accordance with the Application Form and complying with the terms and conditions contained therein.
- L. Possession of ready to move in units will happen on payment of full consideration and registration of unit in the name of applicant post 1st January, 2021.
- M. Applicant who has shown interest in purchasing unit in under construction project; will have Construction Linked Payment (CLP) option basis the stage of construction of the unit. If applicant wants to opt for bank loan, then the installment of bank loan will start after 1st January, 2021 post registration of the unit in the name of applicant. The applicant will also be entitled to avail CLP option in respect of such unit.

- N. In case of RERA registered projects, the applicant may go through for verification, the details of such projects which are available in the public domain in the RERA website of that state, including the approvals, permissions, plans, encumbrances, title documents etc. are available therein.
- O. The Company at its discretion may accept this expression of interest of the applicant and inform the applicant of the final and confirmed unit (based on his/her preference mentioned) along with sale price and other terms and conditions.
- P. Upon the applicant submitting duly filled-in Application Form to the Company, the said payment shall be adjusted against the consideration value payable towards the unit as per the Application Form.
- Q. The consideration value and the other charges are payable as per the Payment Schedule mentioned in the Application Form.
- R. In case it is learnt that the applicant has misrepresented any fact or information such applications will be summarily terminated and said payment shall stand forfeited.
- S. Any dispute between the Company and the applicant in relation to this EOI shall be referred to arbitration under the sole arbitrator as per applicable laws. Place of arbitration shall be Mumbai and language of Arbitration shall be English.
- T. Privacy Policy:
  - ° The information which is provided by the applicant herein may be used by the Company and its affiliates:-
    - 1. to send important notices/ communications regarding the status of their Expression of Interest Form etc. and the relevant policies, terms, conditions, etc.;
    - 2. to keep the applicant posted on their project launches, announcements, project updates and upcoming events and to improve their services, content, advertising. If the applicant does not want to be on their mailing list, the applicant can opt out anytime by updating his/her preference by sending an do not send promotional announcements email to mktnginfo@tatahousing.com.
    - 3. for internal purposes such as auditing, data analysis, and research to improve its products, services and customer communications.
  - ° The Company shall take reasonable security practices to protect the privacy of the information provided by the applicant. Except as mentioned herein, the Company shall not disclose such information to any third party. However nothing contained herein above shall apply to any disclosure of confidential Information if:-

- such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
- 5. such disclosure is required in connection with any litigation; or.
- 6. such information has otherwise entered the public domain.
- 7. The terms and conditions contained herein and in the Application Form shall be construed in accordance with the laws of India and any disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Mumbai.

\*Please do not reply to this mail as it is a computer generated mail. For further information, please follow the instructions mentioned above.

**Disclaimer**: The Information contained and transmitted by this E-mail along with attachments, if any, may contain privileged, proprietary, and confidential material and is intended solely for the use of the individual or entity to which it is addressed. If you have erroneously received this message, please delete it immediately and notify the sender. If you are not the intended recipient, you are further notified that any use, distribution, transmission, printing, copying or dissemination of this information in any manner is strictly prohibited. The opinion expressed in this mail are those of the sender, and not necessarily reflect those of Tata Realty Infrastructure Ltd. or Tata Housing.

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