

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

Terms & Conditions:

- A. This is a limited period scheme in respect of the units in completed / OC received projects developed by Tata Realty Infrastructure Ltd., Tata Housing Development Co. Ltd., their Special Purpose Vehicles (SPV's), Joint Venture companies ("Developer") which cannot be combined, transferred to any third party/ person and clubbed with any other scheme of the Developer or of any Banks and Financial Institutions.
- B. All persons who are competent to enter into contract under the Indian Contract Act, 1872 shall be eligible to apply for this scheme.
- C. Applicant can avail this scheme subject to agreeing and confirming to the predesigned terms and conditions of the Developer.
- 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 Developer 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 Developer. The Developer 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 Developer, the Applicant is required to make payment in the following manner.
- F. The Applicant shall make payment of the booking amount as per the Developer's predesigned policy.
- G. The Booking Amount shall be paid 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. ("Booking Amount")
- H. The Booking 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.
- I. The Applicant shall be required to submit the detailed Application Form and KYC documents, execute other necessary documents as per the scheme.
- J. Upon the applicant submitting duly filled-in Application Form to the Developer, the Booking Amount paid shall be adjusted against the consideration value payable towards the unit as per the Application Form.
- K. The consideration value and the other charges are payable as per the Payment Schedule mentioned in the Application Form. The Applicant shall be required to pay 10 % of the consideration (less booking amount already paid) to the Developer and get the Agreement for Sale registered.
- L. 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.
- M. The Developer shall be providing discounts and gift vouchers as per the predesigned policy of the Developer, value of which may extend to 7 % of the agreement value.
- N. The scheme is valid for limited period, i.e. till 28<sup>th</sup> February, 2021 and the Developer shall accept the logins for the booking till 28<sup>th</sup> February, 2021.
- O. The Developer shall be providing discounts and gift vouchers to the Applicant, cost of which will vary basis the project, configuration of unit purchased and time of payment released. The Applicant shall check and understand the quantum of benefits applicable to him qua the unit he intends to purchase; from the representative of the Developer in advance.

- P. Upon said payment being credited to the account of the Developer, 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 Developer as may be requested to do so.
- Q. 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 Developer 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 Developer due to any technical error in settlement or otherwise and the applicant will not have any claims against the Developer for such transactions. Wherever possible, the Developer will inform the Applicant about such failed transaction and refund the amount, if any received by the Developer, due to the Applicant, shall be processed via payment gateway.
- R. The Applicant shall be entitled to get refund of the booking amount only before Applicant's logging in the system and in case of Applicant's loan application getting rejected by the Bank.
- S. 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.
- T. Any dispute between the Developer and the Applicant in relation to this scheme shall be referred to arbitration by sole arbitrator under Arbitration Conciliation Act, 1996 as amended from time to time. Place & seat of arbitration shall be Mumbai and language of Arbitration shall be English.
- U. Privacy Policy:

° The information which is provided by the Applicant herein may be used by the Developer 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](mailto:mktnginfo@tatahousing.com)

3. For internal purposes such as auditing, data analysis, and research to improve its products, services and Applicant communications.

° The Developer shall take reasonable security practices to protect the privacy of the information provided by the Applicant. Except as mentioned herein, the Developer shall not disclose such information to any third party. However nothing contained herein above shall apply to any disclosure of confidential Information if:-

4. 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.