

# PRIMANTI

VILLAS AND RESIDENCES

## APPLICATION FORM

Application No. \_\_\_\_\_

Tata Housing Development Company Limited,  
3, Ground Floor, Naurang House,  
21, Kasturba Gandhi Marg,  
New Delhi – 110001.

Dear Sir,

I/We request/offer that I/we may be registered for provisional allotment of a Residential Apartment/ Executive Apartment /Executive Floor / Villa (as mentioned in this Application Form) in the Complex “**PRIMANTI**” situated at Sector 72, Village Fazalpur Jharsa, Tehsil and District Gurgaon, (hereinafter referred to as the “**said Land**” to be developed by Tata Housing Development Company Limited (hereinafter referred to as “**TATA HOUSING**” ) having its registered office at Times Tower, 12th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, (West), Mumbai 400 013.

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) drawn on  
\_\_\_\_\_ Bank, Demand Draft /  
Bank Draft / Pay Order / Cheque No. \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/\_\_\_\_\_ in favour  
of “**TATA HOUSING Sector 72 Revenue A/c**” payable at New Delhi/ at par as ‘Application Money’.

I/ We have clearly understood that this application does not constitute an Agreement to Sell/ Apartment Buyers Agreement and I/We do not become entitled to the provisional and/or final allotment of Apartment/ Executive Apartment /Executive Floor / Villa notwithstanding the fact that TATA HOUSING may have issued a receipt in acknowledgement of the Application Money tendered with the application and encashed the same. It is only after I/We am/are issued the Allotment Letter (mentioned hereunder) from TATA HOUSING, as per TATA HOUSING standard format that the allotment shall become binding upon TATA HOUSING.

I/We are making this application with the full knowledge that the license for the Project has already been issued by Director, Town and Country Planning (“DTCP”), Haryana bearing No. 155 of 2008 dated 14/08/2008 & 200 of 2008 dated 8/12/2008 and the plans have been approved vide Memo No.: ZP-540/JD(BS)/2011/2963 dated 10/03/2011 by Directorate of Town and Country Planning, Haryana.

I/We have clearly understood and agreed that this application form will be processed by TATA HOUSING only after payment/realisation of Application Money of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) as specified in the Payment Schedule together with application form complete in all respects.

*(Please fill in relevant portions of this APPLICATION FORM for Individual/Joint or Other Entity. Strike out portions that are not applicable and deposit this APPLICATION FORM in full.)*

\_\_\_\_\_  
Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
Signature of Joint/Co-applicant

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



**SOLE/ FIRST APPLICANT**

**Name:** Mr./Mrs./Ms. \_\_\_\_\_

**Son/Wife/Daughter of:** \_\_\_\_\_

**Guardian's Name (if minor):** \_\_\_\_\_

**Date of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Nationality:** \_\_\_\_\_

**Occupation:** \_\_\_\_\_

**IT PAN:** \_\_\_\_\_

**Residential Status:** Resident  Non Resident Indian  Person of Indian Origin  Others

**Permanent Address:** \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

**Phone:** Home \_\_\_\_\_ Work \_\_\_\_\_

Mobile \_\_\_\_\_

**Email:** \_\_\_\_\_

**Correspondence Address (for Sole/ First Applicant):** \_\_\_\_\_

\_\_\_\_\_

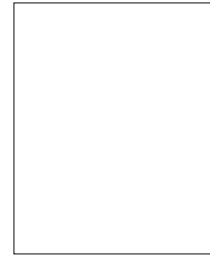
City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

**Phone:** Home \_\_\_\_\_ Work \_\_\_\_\_

Mobile \_\_\_\_\_

\_\_\_\_\_  
*Signature of Sole/First Applicant*

\_\_\_\_\_  
*Signature of Joint/Co-applicant*



**JOINT / CO-APPLICANT**

**Name:** Mr./Mrs./Ms. \_\_\_\_\_

**Son/Wife/Daughter of** \_\_\_\_\_

**Relation with the First Applicant:** \_\_\_\_\_

**Guardian's Name (if minor):** \_\_\_\_\_

**Date of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Nationality:** \_\_\_\_\_

**Occupation:** \_\_\_\_\_

**IT PAN:** \_\_\_\_\_

**Residential Status:** Resident  Non Resident Indian  Person of Indian Origin  Others

**Permanent Address:** \_\_\_\_\_

**Phone:** Home \_\_\_\_\_ Work \_\_\_\_\_

**Mobile** \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_  
*Signature of Sole/First Applicant*

\_\_\_\_\_  
*Signature of Joint/Co-applicant*

**COMPANY AS AN APPLICANT**

**Name of Company:** \_\_\_\_\_  
\_\_\_\_\_

**Date of Incorporation:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**IT PAN:** \_\_\_\_\_  
(Please leave a space between each part of the address)

**Registered Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_  
(Please leave a space between each part of the address)

**Correspondence Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

**Name of Authorised Signatory:** \_\_\_\_\_  
\_\_\_\_\_

**Name of the contact person:** \_\_\_\_\_  
\_\_\_\_\_

**Phone:** Home \_\_\_\_\_ Work \_\_\_\_\_

Mobile \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_  
*Signature of Sole/First Applicant*

\_\_\_\_\_  
*Signature of Joint/Co-applicant*

**\*PROVISIONAL REGISTRATION FOR THE FOLLOWING RESIDENTIAL  
APARTMENT/ EXECUTIVE APARTMENT /EXECUTIVE FLOOR / VILLA**

(i)	Type	<input type="checkbox"/> Apartment	<input type="checkbox"/> Executive Apartment	<input type="checkbox"/> Executive Floor	<input type="checkbox"/> Villa
(ii)	Tower / Building No. / Floor No. / Unit No.				
(iii)	<b>Saleable Area. (SA)</b>	SA : _____ sq mts _____ sq ft			

\*Registration of only one Apartment/ Executive Apartment /Executive Floor / Villa per application B permitted

**\*\*DETAILS OF PARKING SPACE**

(i)	No. of car parking	
(ii)	Cost per Car Parking (Basement)	<b>Rs.</b>

\*\*Applicable only for Apartment/ Executive Apartment /Executive Floor

**PAYMENT**

(i)	<b>Sale Price</b>	<b>Rs.</b>
(ii)	Preferential Location Charges	As mentioned in <b>Annexure 'A'</b>
(iii)	Floor Rise	<b>Rs.</b>
(iv)	Parking Charges	<b>Rs.</b>
(v)	External Development Charges (EDC) plus Infrastructure Development Charge (IDC)	<b>Rs.</b>
(vi)	Deposits & other charges	As mentioned in <b>Annexure 'A'</b>

Whether the Applicant is an employee of TATA Group ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------------------------------	------------------------------	-----------------------------

If yes, provide a copy of the I- Card / proof of identity.

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

Whether the Applicant/s is Director or related to any of the director/s of TATA HOUSING ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-------------------------------------------------------------------------------------------	------------------------------	-----------------------------

If yes, then kindly provide details in **Annexure 'B'**

**APPLICANT WHETHER PIO / NRI**

Whether the Sole/First Applicant is NRI ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Whether the Co -Applicant is NRI ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(Signature of the Applicant(s))		
Whether the Sole/First Applicant is PIO ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Whether the Co -Applicant is PIO ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(Signature of the Applicant (s))		

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Joint/Co-applicant

**DECLARATION**

1. I/We hereby solemnly declare that all the foregoing facts are true to the best of my/our knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform TATA HOUSING of any future changes related to the information and details shown in this Application Form.
2. I/We hereby also declare that I/we have read and understood the terms and conditions and all other information/conditions stated in the accompanying GENERAL TERMS & CONDITIONS including consideration of the units and price & payment schedules. By signing this Application Form, I/We do hereby solemnly accept and agree to abide by the terms & conditions as stipulated in the accompanying GENERAL TERMS & CONDITIONS, which may be modified or amended by TATA HOUSING.
3. I/We hereby give my/our irrevocable consent to become member of a body of the Apartment/ Executive Apartment /Executive Floor / Villa owners to be formed in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required.
4. I / We hereby declare that and confirm that I am/ We are a Non Resident Indian and I/We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and TATA HOUSING shall not be liable for the same in any manner whatsoever.  (Tick if applicable)

OR

5. I / We hereby declare that and confirm that I am/ We are a Person of Indian Origin and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and TATAHOUSING shall not be liable for the same in any manner whatsoever.  (Tick if applicable)
6. I/We have signed this application form after having read and understood what is written in this form.
7. I/We confirm that the sale is direct / through Sales Associate Mr./M/s \_\_\_\_\_  
\_\_\_\_\_

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

.....  
Signature of the Joint /Second Applicant

.....  
Name & Signature of the Sales Person

.....  
Sales Associate Signature / Seal

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Place: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Sole/First Applicant*

\_\_\_\_\_  
*Signature of Joint/Co-applicant*

**CHECK - LIST FOR RECEIVING OFFICER:**

- (a) Application money Demand Draft/ Pay Order/Cheque.
- (b) Amount Received
- (c) Customer's signature on all pages of the Application form as indicated on each page
- (d) PAN No. & copy of PAN Card / Undertaking.
- (e) Any relationship disclosure/s made in Annexure B above, shall be promptly informed to the Secretarial Department at the Corporate Office of TATA HOUSING in the specified format.
- (f) If the Applicant is an NRI, the Applicant is required to furnish a true copy of the Applicant's valid Passport.
- (g) If the Applicant is a PIO, the Applicant is required to furnish a true copy of the Applicant's valid Passport & document evidencing PIO status.
- (h) If the Applicant is a Corporate entity then the copy of Memorandum Of Association (MOA), Board Resolution, Power of Attorney of the authorized signatory.
- (i) Self attested photographs of applicant, co-applicant
- (j) For Partnership Firm: Partnership Deed along with authority in favour of the signatory
- (k) Partner to sign application/documents
- (l) For Trust: Trust Deed
- (m) Form submitted through authorized representative : Authorization/ POA duly attested where a authorized person is signing the application
- (n) Email ID and Mobile No. of the applicant(s).
- (o) Direct sale or through Sales Associate
- (p) Proof of residence (Ration card/ electricity bill / phone bill/ driving licence / voter's identity card)
- (q) Remarks, if any:

---

Name & Signature of the Sales Person

---

*Signature of Sole/First Applicant*

**PRIMANTI**  
VILLAS AND RESIDENCES

---

*Signature of Joint/Co-applicant*



**GENERAL TERMS & CONDITIONS****1. WHO CAN APPLY**

1. (a) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or Non-Resident Indian Citizen or a Person of Indian origin, resident in India or abroad (in case of minor, age proof and name of natural guardian is required). Joint application by only two natural persons is permitted.

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

The Applicant(s)/Allottee(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/or all other statutory provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. The Applicant(s)/Allottee(s) shall also furnish the required declaration to TATA HOUSING on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and Person of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees.

In case any such permission is ever refused or subsequently found lacking by any Statutory Authority the amount paid towards booking and further consideration will be returned by TATA HOUSING as per rules without interest and the allotment cancelled forthwith and TATA HOUSING will not be liable in any manner on such account.

In case of foreign remittance the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by the Applicant/ Allottee.

1. (b) Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate, as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card) is to be submitted along with the application form).

**2. APPLICATION FOR ALLOTMENT**

2. (a) The Applicant(s) {Allottee(s)} has/have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of Apartment/ Executive Apartment /Executive Floor / Villa in the complex to be developed on the said Land by TATA HOUSING.
2. (b) That the term Allottee(s) shall mean and include his/her/their heirs, executors, administrators, successors and legal representatives.
2. (c) That the Allottee(s) has/have applied for allotment of Apartment/ Executive Apartment /Executive Floor / Villa in the complex with full knowledge of the laws, notifications, rules and regulations applicable to the said Land/complex and has fully satisfied himself/herself/ itself about the right and interest of TATA HOUSING in the said Land/complex.
2. (d) The expression 'allotment' wherever used herein (including the Application Form) shall always mean 'provisional allotment' and will remain so till such time a formal registered Agreement for Sale / Apartment Buyers Agreement, is executed by TATA HOUSING in favour of the Allottee(s). However, the provisional allotment shall be subject to timely payment of the total price and all related dues to TATA HOUSING.

---

*Signature of Sole/First Applicant*

**PRIMANTI**  
VILLAS AND RESIDENCES

---

*Signature of Joint/Co-applicant*

2. (e) That the Allottee(s) hereby undertakes that he/she/it shall abide by all laws, rules and regulations and terms and conditions of the concerned Authorities and/or of the Government of Haryana, the Local Bodies and/or other authorities applicable to the said Land and/or the complex.
2. (f) The Allottee(s) has/have verified and is satisfied with the documents/deeds, which entitles TATA HOUSING to allot the Apartment/ Executive Apartment /Executive Floor / Villa, and such allotment of the Apartment/ Executive Apartment /Executive Floor / Villa to the Allottee(s) shall be made by TATA HOUSING on the terms and conditions as contained herein.

### 3. APPLICATION PROCEDURE

3. (a) The completed Application Form along with the Pay-In-Slip/Receipt duly filled and signed by the applicant(s) together with the Demand Draft Bank Draft/Pay Order/Cheque in favour of **"TATA HOUSING Sector 72 Revenue A/c"**, payable at New Delhi/ at par for the amount of Application money as shown in the Price and Payment Schedule annexed hereto as **Annexure 'A'**.
3. (b) TATA HOUSING will acknowledge receipt of the Demand Draft Bank Draft/Pay Order/Cheque by signing the acknowledgement slip. There will be no other acknowledgement for receipt of the Application Form and the Application money paid.
3. (c) If any of the cheque submitted by the Applicant(s)/ Allottee(s) to the TATA HOUSING is dishonoured for any reasons then TATA HOUSING shall intimate the Applicant(s)/ Allottee(s) of the dishonour of the cheque and the Applicant(s)/ Allottee(s) would be required to tender/s a Demand Draft of the same amount to TATA HOUSING within ten (10) days from the date of dispatch of such intimation by the TATA HOUSING and the same shall be accepted subject to 'Dishonour Charges' of Rs. 2000/- (Rupees Two Thousand only) for each dishonour. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Allotment may be cancelled at the sole and unfettered discretion of TATA HOUSING, subject to provisions in Clause No. 6 (b) hereunder.

### 4. ALLOTMENT PROCEDURE

4. (a) TATA HOUSING will communicate its decision to the Applicant(s)/ Allottee(s) within 45 (Forty Five) days from the date of receipt of the Application. If the Application is not accepted, the Application Money shall be returned without interest.
4. (b) If the Application is accepted by TATA HOUSING the Applicant(s)/ Allottee(s) will be sent a communication within the time mentioned above to that effect by way of an Allotment Letter (hereinafter referred to as **"the said Allotment Letter"**) and thereafter an Agreement for Sale/ Apartment Buyers Agreement of the allotted Residential Apartment/ Executive Apartment /Executive Floor / Villa (hereinafter also referred to as **"Agreement"**) will be executed between TATA HOUSING and the Applicant(s)/ Allottee(s). The terms and conditions of the Agreement shall be as may be decided by TATA HOUSING in its sole and unfettered discretion.
4. (c) The Applicant(s)/ Allottee(s) agree/s to abide by the terms and conditions set forth in the said Allotment Letter and the Agreement and also agree/s to sign the Agreement formally accepting the terms of sale and the Applicant(s)/ Allottee(s) agree/s to comply with all statutory requirements as applicable.
4. (d) On acceptance of the Application by TATA HOUSING, the Application money shall be treated as 'Application Money' towards Agreement. The Applicant/s shall be required to make payments in accordance with the annexed Schedule of Payments.

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Joint/Co-applicant

## 5. SCRUTINY, REJECTION AND REFUNDS

5. (a) Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance and/or relevant documentary evidence will be liable to be rejected. Application(s) containing information known to the applicant as false are liable to be summarily rejected and allotment shall stand cancelled whenever such defect are detected at any point of time even if allotment has been made. Upon such cancellation, the installments paid will be refunded without any interest after deduction of applicable charges as stated in clause 6(b). This application is a mere request by the Applicant(s)/ Allottee(s) for the allotment of Apartment/ Executive Apartment /Executive Floor / Villa in the Project and TATA HOUSING reserves the right to accept or refuse the allotment of Apartment/ Executive Apartment /Executive Floor / Villa without assigning any reason whatsoever.
5. (b) Application money received from the applicants will be refunded without interest to the applicant(s) who are unable to get an allotment from TATA HOUSING and Cheque for such refund shall be dispatched within 45 (Forty Five ) days from the date of letter communicating the non allotment of the Apartment/ Executive Apartment /Executive Floor / Villa.

## 6. WITHDRAWAL OF APPLICATION / CANCELLATION OF ALLOTMENT

### 6.(a) Before Allotment

Applicants may withdraw their application prior to the allotment and may get full refund of the actual amount paid without any interest within 45 days of receipt of the communication of withdrawal.

### 6.(b) After Allotment

- (I) The Allottee shall be entitled to cancel the allotment and upon such cancellation TATA HOUSING shall refund the monies paid by the Allottee without interest subject to forfeiture of following sums as detailed hereunder:
- (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 15% of the Sales Price.
  - (ii) Interest due in case of default, calculated till date of receipt of cancellation intimation.
  - (iii) All taxes paid / payable.
- (II) TATA HOUSING on default of payment by the Allottee, shall be entitled to cancel the Allotment before registration of the Agreement and/or Deed of Conveyance and in such event the monies paid by the Allottee(s) shall be refunded without any interest subject to forfeiture of following sums as detailed hereunder:
- (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 15% of the Sales Price.
  - (ii) Interest due upon such default, calculated till date of issue of termination letter.
  - (iii) All taxes paid / payable.
- (III) TATA HOUSING shall exercise the said right of cancellation/termination of the said Allotment Letter and/or the Agreement (as the case may be) subject to the following terms and conditions:
- (i) Upon non receipt of payment within due date, TATA HOUSING shall issue a notice to the Allottee to pay the amounts due within 45 (forty five) days of due date. The Allottee shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 9 (b) hereunder.
  - (ii) Upon non payment, TATA HOUSING shall in its sole, absolute and unfettered discretion be entitled to cancel/ terminate the allotment or the Agreement (as the case may be) upon the expiry of the 45 (forty five) days period as mentioned in the notice. TATA HOUSING will issue a cancellation / termination letter without any further notice to the Allottee.

\_\_\_\_\_  
Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
Signature of Joint/Co-applicant

- (iii) Upon the cancellation and termination of the said Allotment Letter and/or the Agreement (when executed), TATA HOUSING shall be at a liberty to sell or other wise dispose off the Apartment/ Executive Apartment /Executive Floor / Villa and the right to use the Parking Space/s to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as TATA HOUSING may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) shall not be entitled to raise any objection or dispute in this regard.
- (iv) In the event, if the Agreement is executed and registered then in that event, the Applicant agrees and undertakes to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement, the balance amount, if any shall be paid to the Applicant only upon the cancellation of the Agreement and /or receipt of the Cancellation Deed, Documents, writings as aforesaid.

In the event of cancellation of Agreement as aforesaid, TATA HOUSING shall be entitled to file Declaration with respect to termination and cancelation of the Agreement, before the Sub Registrar of Assurances.

- (v) The Applicant(s) / Allottee (s) shall have no objection to the allotment procedure and norms fixed by TATA HOUSING and shall not raise any objection in case his application is not considered for allotment of Apartment/ Executive Apartment /Executive Floor / Villa due to any reason whatsoever notwithstanding the fact that Applicant(s)/ Allottee(s) might have tendered the Application Money /earnest money in full or in part which has been encashed by the TATA HOUSING.

#### 7. (a) PRICE

##### 7. (I) Payment

Price indicated in the Price & Payment Schedule shall be paid as per installments as indicated in **Annexure 'A'**.

The External Development Charges ("EDC"), and Infrastructure Development Charges ("IDC") for the external and Infrastructure services to be provided by the Haryana Government/ HUDA has been charged on pro rata basis from all the Purchaser (s) of the Apartment(s)/ Executive Apartment(s) /Executive Floor(s) / Villa(s) calculated on the basis of present rate fixed by the Haryana Government as more particularly mentioned in Annexure A hereunder written. In case of any increase in these charges in future due to any reason, the same shall be paid by the Allottee(s), as and when demanded by TATA HOUSING. In case of decrease in the charges in future due to any reason, the same shall be refunded to the Allottee(s) without any interest. Price is exclusive of Interest Bearing Maintenance Security ("IBMS").

The price is exclusive of VAT and Service tax and all the other levies are payable as applicable. Further the Allottee shall be liable to pay any taxes as may be levied by any appropriate authorities and as may be applicable from time to time, shall be separately charged and recovered from the Allottees(s).

7. (II) The Applicant/s hereby agrees that, the Applicant/s shall be responsible and liable to pay both VAT (under Haryana Value Added Tax Act) and Service Tax and / or such other levies, statutory charges etc., as may be applicable on transfer and sale of Apartment/ Executive Apartment /Executive Floor / Villa by TATA HOUSING to the Applicant. The Applicant would also be liable to pay interest/ penalty / loss incurred to TATA HOUSING within 7(seven) days of being called upon by TATA HOUSING, without assigning any reasons for the same.

The Purchaser/s hereby agree/s that the Purchaser/s shall be liable to pay any taxes, levies, statutory charges imposed by Appropriate Authorities applicable to the transfer and sale of Apartment with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.

\_\_\_\_\_  
Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
Signature of Joint/Co-applicant

It is further agreed by the Applicant/s that the Applicant shall before obtaining the possession of the said Apartment/ Executive Apartment /Executive Floor / Villa pay the requisite amount of Value Added Tax, Service tax and any other tax (if applicable) for construction / sale of the Apartment/ Executive Apartment/Executive Floor / Villa to TATAHOUSING.

In addition to the above, the Applicant further agrees to pay Goods and Services Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of Apartment/ Executive Apartment /Executive Floor / Villa by TATAHOUSING to the Applicant.

7. (III) Maintenance charges, deposits, electrical meter deposit, electricity connection deposits, documentation/legal charges and other charges as may be applicable, shall be separately charged.
7. (IV) If there is an increase in the cost of construction which is beyond 20% (twenty percent) of the present cost of construction, material and labour as mentioned in Annexure "C" hereunder then such excess cost of construction proportionate to the Apartment/ Executive Apartment /Executive Floor / Villa shall be borne by the Applicant(s)/Allottee(s).

**7. (b) Possession Time and Compensation:**

TATA HOUSING shall endeavor to give possession of the Apartment/ Executive Apartment /Executive Floor / Villa to the Allottee(s) on or before \_\_\_\_\_ but subject to force majeure circumstances and reasons beyond the control of TATA HOUSING. If TATA HOUSING fails to give possession of the Apartment/ Executive Apartment /Executive Floor / Villa on or before \_\_\_\_\_ then TATAHOUSING shall pay to the Allottee(s) compensation as under:

- (i) Compensation @ Rs. 5/- per sq. ft. per month for the Apartment / Executive Apartment;
- (ii) Compensation @ Rs. 8/- per sq. ft. per month for the Executive Floor / Villa.

The compensation shall be calculated on the basis of the salable area more particularly to be mentioned in the Agreement to be executed.

Similarly, if the Allottee(s) fail to take possession within Thirty (30) days from the date of intimation in writing by TATA HOUSING, then the Allottee(s) shall be liable to pay holding charges to TATA HOUSING as per the rates mentioned in 7B (I) and (II) respectively for the entire period of such delay.

**8. PARKING SPACES FOR APARTMENT/ EXECUTIVE APARTMENT /EXECUTIVE FLOOR**

8. (a) Car parking facility will be provided in the Complex at the basement subject to availability. It comprises of covered basement, at designated locations. Parking spaces will be allotted as per the scheme of TATAHOUSING.
8. (b) The Allottee(s) will be invited to apply for parking space as given in the payment plan schedule "A" annexed hereto.
8. (c) Earmarking of specific parking space will be done at the time of giving possession of the Apartment/ Executive Apartment /Executive Floor. Each allotted parking space will entitle the Allottee(s) the right to park only one vehicle. In case of transfer of Apartment/ Executive Apartment /Executive Floor, the right to use the parking space shall be automatically transferred along with the Apartment/ Executive Apartment /Executive Floor. The right to use the parking space under no circumstances is separately transferable. This right to use parking space(s) shall not confer upon the Allottee(s) any right of ownership of the space on which such parking facility is provided. Unallotted parking space, if any, shall continue to remain the property and in possession of TATA HOUSING. It shall be the discretion of TATAHOUSING to allot/use these unallotted parking spaces as it may decide, at its sole discretion.

\_\_\_\_\_  
Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
Signature of Joint/Co-applicant

## 9 TIME OF PAYMENT OF ALLOTMENT MONEY/INSTALLMENTS AND OTHER DUES

- 9.(a) It shall be incumbent on the Allottee(s) to comply with the terms of payment in respect of the Apartment/ Executive Apartment /Executive Floor / Villa and any other sums payable under the General Terms & Conditions. Timely payment shall be the essence of each transaction.
- 9.(b) Payment of installment, and all other dues shall have to be made within due dates as would be mentioned in the letter(s) of TATA HOUSING to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of allotment. Part payments will not be accepted after the due dates. Allottee(s) are liable to pay interest on the amount due @ 18% per annum from the date on which the amount falls due, to the date of payment, both days inclusive. All payments received will be first applied towards applicable taxes then the interest payable and then towards other dues, if any, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any as mentioned in 6 (b) (i) above.

In case of such cancellation TATA HOUSING shall deduct charges as provided in clause 6(b) and the Allottee(s) shall have no right, title, lien, claims or demands against the allotted Apartment/ Executive Apartment /Executive Floor / Villa. All amounts paid by the Allottee(s) on various accounts will be refunded without any interest after deduction of charges as stated in clause 6(b). In addition to the above TATA HOUSING shall also forfeit the full amount of VAT/service tax collected/payable by the Allottee(s) upto the date of the cancellation.

## 10. TRANSFER OF APARTMENT(S)/ EXECUTIVE APARTMENT(S) /EXECUTIVE FLOOR(S) / VILLA(S) AND TRANSFER FEE AND OTHER CHARGES:

- 10.(a) The Applicant(s)/Allottee(s), cannot transfer the booking or allotment in favour of a third party for 12 (Twelve) months from the date of allotment of the Apartment/ Executive Apartment /Executive Floor / Villa. Transfer of booking may be permissible after 12 (twelve) months subject to approval by TATA HOUSING, who may at its sole discretion permit the same on payment of transfer charges as follows:
- (i) @ Rs 125/- per sq. ft. [taxes extra] for Residential Apartment / Executive Apartment / Executive Floor
  - (ii) @ Rs. 150/- per sq. ft. [taxes extra] for Villa and
  - (iii) other administrative charges as may be fixed by TATA HOUSING from time to time, submission of inter alia affidavit/ undertaking/request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by TATA HOUSING. Stamp duty as applicable on this transfer shall be paid by the transferor / transferee.

However, the Applicant(s) / Allottee(s) agree/s and undertake/s to pay the administrative charges (applicable taxes) as fixed by TATA HOUSING.

- 10.(b) However, anytime after allotment and before the execution of the registered Agreement in respect of the Apartment/ Executive Apartment /Executive Floor / Villa transfer fees of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra] shall be payable in case such transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee/Applicant and upon execution of such registered Agreement in respect of the Apartment/ Executive Apartment /Executive Floor / Villa the parties to the Agreement should only join as parties in the Deed of Conveyance in respect of the Apartment/ Executive Apartment /Executive Floor / Villa. Such transfer shall be allowed only once.
- 10.(c) Anytime after allotment and before the execution & registration of the Agreement in respect of the Apartment/ Executive Apartment /Executive Floor / Villa the inclusion/ deletion of the name/s of the spouse or child, parents or brother or sister of the original Allottee as new Joint Allottee or change of Joint Allottee or swapping / interchanging between the First and Second / Joint Applicant / Allottee is permissible subject to charges of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra]. Such transfer shall be allowed only once.

\_\_\_\_\_  
Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
Signature of Joint/Co-applicant

- 10.(d) The request for transfer, inclusion, deletion or swapping between the Applicants / Allotees shall be allowed only once and subject to clearing all the sums that shall be due and payable to TATA HOUSING on the date of submission of the request application.
- 10.(e) In the event the Applicant / Allotee intends to change the location/ unit type (downgrade), then the same shall be allowed subject to a written confirmation from TATA HOUSING subject to payment of Rs. 50/- (Rupees Fifty only) per sq. ft.(taxes extra). Such change shall be allowed only once.

## 11. DOCUMENTATION FOR TRANSFER

- 11.(a) The Agreement /deed of transfer will be drafted by the Solicitors/Advocates of TATA HOUSING and shall be in such form and contain such particulars as be approved by TATA HOUSING. No request for any changes, whatsoever, in the Agreement /deed of transfer will be entertained.
- 11.(b) In case, the Allottee(s) fails or neglects to get the Agreement registered within the date notified, penalty if any payable under relevant laws for delay in completion of the registration of Agreement will be payable by the Allottee(s) till the registration of the Agreement / Sale Deed / Conveyance Deed is completed. TATA HOUSING shall have the right to cancel the allotment in case the Allottee(s) fails to have the Agreement registered within 15 (fifteen) days from the date notified to the Allottee(s). Upon such cancellation, the amounts received from the allottee will be refunded without any interest but after deduction of applicable charges as stated in clause 6(b).
- 11.(c) The Allottee(s) will be required to pay, on demand, to TATA HOUSING or to the Concerned Authorities, as may be so decided by TATA HOUSING, the applicable stamp duty & registration charges for registration of the Agreement and/or deed of transfer of their respective Apartment(s)/ Executive Apartment(s)/Executive Floor(s) / Villa(s).

## 12. GENERAL

- 12.(a) It is understood that the applicant(s) has/have applied for allotment of Apartment(s)/ Executive Apartment(s) /Executive Floor(s) / Villa(s) with full knowledge of all the law/notifications and rules applicable to the said land/complex/project area, which have been fully understood by the applicant(s). It is further understood that the applicant have fully satisfied himself/herself about the right, and/or interest of TATA HOUSING in the said Land on which construction of the complex will be/are being constructed.
- 12.(b) The Project falls within the new Master Plan of Gurgaon and the site of the Project may not have the infrastructure in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control of TATA HOUSING, therefore, the Allottee(s) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the applied Apartment(s)/ Executive Apartment(s) / Executive Floor(s) / Villa(s) in the Project.
- 12.(c) It is agreed by and between the parties that a Real Estate (Regulation of Development) Act 20\_\_ is likely to be in force. If due to that act there is any change in the structure of agreement in terms including but not restricted to amendments to super area, carpet area, built up area, etc., all the recommendations which need to be incorporated shall be so incorporated in agreement/ or a revised agreement and the Allottee(s) shall have no objection to the same as long as the transaction to the Apartment/ Executive Apartment /Executive Floor / Villa applied for and other terms and conditions remain the same. It may involve restructuring/ or rewriting of the agreement with the proportionally increased price on carpet area basis or built up area basis or revision of method, terms or price payable on any other basis for compliance of the terms, act, byelaws of the said act but the total price payable for this Apartment/ Executive Apartment /Executive Floor / Villa and other terms and conditions contains herein shall remain unchanged.

\_\_\_\_\_  
Signature of Sole/First Applicant

PRIMANTI  
VILLAS AND RESIDENCES

\_\_\_\_\_  
Signature of Joint/Co-applicant

- 12.(d) It is further understood by the Applicant(s)/ Allottee(s) that the calculation of super built up area of the Apartment/ Executive Apartment /Executive Floor / Villa is available on the site and shall be referred, if required, in the Agreement and upon execution of the Agreement, the method of definition of super area stated therein shall become binding on both the parties.
- 12.(e) That TATA HOUSING proposes to develop inter alia a recreational club with a pool, gym, health club etc. in the Complex subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and the Allottee(s) has agreed to avail membership of this club. This club may be developed simultaneous to or after development of the Apartment/ Executive Apartment /Executive Floor / Villa and for the membership of the club the Allottee(s) agrees to pay and shall pay all such other charges as may be stipulated by TATA HOUSING from time to time. It is also clarified that the membership to the club will be available to the Allottee(s) and no outsider, without prior permission of TATA HOUSING or maintenance agency will be allowed entry to the Club and the facilities will be used on terms and conditions as may be stipulated by TATA HOUSING or maintenance agency from time to time.
- 12.(f) The Allottee(s) of the Apartment(s)/ Executive Apartment(s)/Executive Floor(s) / Villa(s) shall pay, as and when demanded, the maintenance including security deposit for providing, maintaining and up-keeping the Project and other deposits and charges for the various services to be provided in the Project, as may be determined by TATA HOUSING or the maintenance agency appointed for this purpose, as the case may be.
- 12.(g) The Allottee(s) undertakes to join any society/ association of the Apartment(s)/ Executive Apartment(s) /Executive Floor(s) / Villa(s) Owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by TATA HOUSING in its sole discretion for this purpose. The Allottee(s) upon completion of the Project agrees to enter into a maintenance agreement with TATA HOUSING or any association/ body/ condominium of Apartment Owners or any other nominee/ agency/ association (s) or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/ nominated by TATA HOUSING from time to time for the maintenance and upkeep of the complex/buildings and the Allottee(s) undertakes to pay the maintenance charges as raised by the Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective of whether the Allottee(s) is in occupation of the Apartment/ Executive Apartment /Executive Floor / Villa or not and work is still going on in adjacent tower/ buildings & infrastructure facilities including club etc are not fully completed. In order to secure due performance by the Allottee(s) in prompt payment of the maintenance charges and other charges/deposits raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the schedule of payment/Agreement and to always keep deposited with TATA HOUSING or the Maintenance Agency, nominated by TATA HOUSING, an Interest Bearing Maintenance Security (IBMS) at the rate of Rs. 100/- per sq. ft. of the super built-up area of the Apartment/ Executive Apartment /Executive Floor / Villa carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by the State Bank of India at the close of each financial year ending on 31st March. In case of failure of the Allottee(s) to pay the maintenance charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Company/ Maintenance Agency to deny him/ her the maintenance services, also authorizes TATA HOUSING / Maintenance Agency to adjust in the first instance, the interest accrued on the IBMS against such defaults in the payments of maintenance charges/bills and in case such accrued interest falls short of the amount of the default, the Allottee(s) further authorizes TATA HOUSING / Maintenance Agency to adjust the principal amount of the IBMS against such defaults. If due to such adjustments in the principal amount, the IBMS falls below the agreed sum of Rs. 100/- per sq. ft. of the super area of the said Apartment/ Executive Apartment /Executive Floor / Villa, then the Allottee(s) hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand by TATA HOUSING / Maintenance Agency. Further, TATA HOUSING reserves the right to increase IBMS from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of demand by TATA HOUSING.

---

*Signature of Sole/First Applicant*

---

*Signature of Joint/Co-applicant*



- 12.(h) TATA HOUSING shall, if already paid by the Allottee(s) to TATA HOUSING may, at its sole discretion, refund to the Allottee(s) the amount collected in full and final settlement of IBMS or as an alternative, the Allottee(s) hereby authorizes TATA HOUSING to transfer to the Maintenance Agency the IBMS of this Application, after adjusting there-from any outstanding maintenance charges and/ or other outgoings of the Allottee(s) at any time including upon execution of the Conveyance Deed and thereupon TATA HOUSING shall stand completely absolved/discharged and all clauses dealing / concerning the IBMS of this application, allotment, Agreement and the Conveyance Deed, as far as, they are applicable to TATA HOUSING shall cease to be valid and effective. Further the Allottee(s) agrees that the Maintenance Agency, upon transfer of the IBMS or in case of fresh IBMS is sought from the Allottee(s) as stipulated hereinabove, shall have the sole right to modify/ revise all or any of the terms of the IBMS, tripartite maintenance agreement, including but not limited to the amount/ rate of IBMS, etc. In addition, if deemed fit by TATA HOUSING or the Maintenance Agency, a Sinking Fund may be created for replacement, refurbishing, major repairs of the plants and equipment etc., installed in the said Complex or towards any unforeseen contingency in future and the Allottee(s) agree to pay towards such Sinking Fund in addition to the IBMS.
- 12.(i) In addition to the IBMS the maintenance and other charges will be paid for each year in advance before the 7th of first month of each such year. Payment will be made to TATA HOUSING / Maintenance Agency and in case of failure to make payment before the 7th of each month/ period to which they relate, the Allottee(s) or any one claiming under him shall cease to have the right of any passage to the Apartment/ Executive Apartment /Executive Floor / Villa and enjoyment of common facilities.
- 12.(j) It is understood that the applicant has applied for allotment of Apartment/ Executive Apartment /Executive Floor / Villa for residential purpose only.
- 12.(k) The Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to the allotment and to do all acts, deeds and things as TATA HOUSING may require in the interest of the complex and Apartment/ Executive Apartment /Executive Floor / Villa owners. In case of Joint Allottee, any document signed/accepted/ acknowledged by any one of the Allottee(s) shall be binding upon the other Allottee.
- 12.(l) The expression 'Complex' wherever used in these terms and conditions shall always mean Group Housing on the said Land which will be known as "PRIMANTI".
- 12.(m) The Licences dated 155 of 2008 dated 14/8/2008 & 200 of 2008 dated 8/12/2008 for this group-housing scheme has already been issued and renewed subsequently by DTCP, Haryana on 19/7/2010 & 3/8/2010 respectively. TATA HOUSING at its sole discretion shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, as and when required due to sanction / revision of building plans, technical reasons, site conditions or any other reasons, which may involve all or any of the changes, such as, increase/decrease in size, change in floor-plan, layout, change in its number etc. However, if there is any increase / decrease in the areas, the differential amount will be adjusted / payable on pro rata basis.
- 12.(n) The Applicant/s agree/s and confirm/s that if in the event of any major alteration/s /modification/s of the said building plans resulting in an increase /decrease in the Saleable area of the Apartment/ Executive Apartment /Executive Floor / Villa up to 10% due to alterations in the layout plan and/ or specifications, as and when required due to revision of building plans, technical reasons, site conditions or any other reasons, in that event such increase/decrease shall be acceptable to the Applicant/s. In case, any change in plans, specifications or location due to revision of plans, permission, consent etc. is given by statutory authorities, the same shall be fully binding on the Applicant/s.

---

*Signature of Sole/First Applicant*

**PRIMANTI**  
VILLAS AND RESIDENCES

---

*Signature of Joint/Co-applicant*

- 12.(o) The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/complex and the amenities and the facilities and the apartment(s) as shown in the various booklets/inserts of the application form shall be subject to changes/ variations. TATA HOUSING may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, which is, deemed appropriate or as may be directed by competent authorities and statutory bodies.
- 12.(p) TATA HOUSING reserves the right to create charge on this Complex for obtaining development and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to TATA HOUSING and the Allottee(s) whenever asked in support of by TATA HOUSING in this regard, shall give and grant to TATA HOUSING, his/her/their/its specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Allottee(s) shall be of the essence of allotment of the Apartment/ Executive Apartment /Executive Floor / Villa. Failure on the part of the Allottee(s) to implement and comply with this essential condition will be treated as a breach of the said Allotment Letter and/or the Agreement (as the case may be), and TATA HOUSING shall thereupon be entitled to cancel and terminate the said Allotment Letter and/or the Agreement (as the case may be). However, on or before the execution of the Agreement, the respective Apartment/ Executive Apartment /Executive Floor / Villa of the Allottee(s) will be freed from all such encumbrances.
- 12.(q) TATA HOUSING will have the right to decide which block(s)/building(s) to construct first. All the buildings may not be constructed simultaneously.
- 12.(r) TATA HOUSING has made clear to the Allottee(s) that it may be carrying out extensive developmental/ construction activities at any time in future in the entire area falling outside the land beneath footprint of the Building, in which his/ her Apartment/ Executive Apartment /Executive Floor / Villa is located and that the Allottee(s) has confirmed that he/ she shall not raise any objections or make any claims or default in any payments as demanded by TATA HOUSING on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities. It is made clear by TATA HOUSING and agreed by the Allottee(s) that all the rights including the ownership thereof of land(s), facilities and amenities, areas under basement & roof top (other than those within the said Building and the land beneath the said Building only), shall vest solely with TATA HOUSING and TATA HOUSING shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and/ or any local body(ies) which TATA HOUSING may deem fit in its sole discretion and presently, apart from the land under footprint of the Apartment/ Executive Apartment /Executive Floor / Villa being allotted to the Allottee(s), TATA HOUSING may also construct numbers of independent Apartment(s)/ Executive Apartment(s) /Executive Floor(s) / Villa(s) and may pass on Exclusive Land Use rights to the allottee(s) of Villas and the Allottee(s) has no objection to the same either now or in future. TATA HOUSING relying on this specific undertaking of the Allottee(s) in the application may agree to allot an Apartment/ Executive Apartment /Executive Floor / Villa and this undertaking shall survive throughout the occupancy of the Apartment/ Executive Apartment /Executive Floor / Villa by the Allottee(s) or his/ her legal representatives, successors, administrators, executors, assigns etc.
- 12.(s) It is made clear by TATA HOUSING and specifically understood by the Allottee(s) that TATA HOUSING may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act (HAAO), 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said building and/ or common areas and facilities as may be described by TATA HOUSING in its sole discretion in any declaration, by calculating the same in the ratio of his/ her Apartment's value to the total value of the Building (s)/ Project/ Scheme, as the case may be, and that the Allottee(s) agrees not to raise any objections in this regard.

---

*Signature of Sole/First Applicant*


---

*Signature of Joint/Co-applicant*

- 12.(t) The Apartment/ Executive Apartment /Executive Floor / Villa applied for along with the building in which the Apartment/ Executive Apartment /Executive Floor / Villa has been applied for shall be subject to the provisions of Haryana Apartment Owners Act, 1983 or any statutory enactment or modifications thereof and the Allottee(s) agrees and confirms that his/ her right, title, interest in the said Apartment/ Executive Apartment /Executive Floor / Villa shall be limited to and governed by what is specified by TATA HOUSING in the declaration required to be filed in compliance of the HAOA, 1983.
- 12.(u) It is made clear that the Allottee(s) shall have no right to claim partition of the said land and/ or common areas/ facilities and even the Apartment/ Executive Apartment /Executive Floor / Villa is not partitionable. The possession of the common areas will always remain with TATA HOUSING or the Maintenance Agency appointed by the Company and is not intended to be given to the Allottee(s) except a limited right to user subject to payment of all the charges.
- 12.(v) Due to any operation of law or any statutory order or otherwise as may be decided by TATA HOUSING, if a portion of the entire scheme or the entire scheme is discontinued or truncated then the Allottee(s) affected by such discontinuation or truncation will have no right of compensation from TATA HOUSING. TATA HOUSING will, however, refund all the money received from the Allottee(s).
- 12.(w) If for any reason(s), TATA HOUSING is not in a position to allot the Apartment/ Executive Apartment /Executive Floor / Villa applied for due to revision of the building plans or for any reasons whatsoever beyond the control of TATA HOUSING, TATA HOUSING may consider for an alternate Apartment/ Executive Apartment /Executive Floor / Villa and in case of failure to do so, TATA HOUSING shall refund only the actual amount paid, without any interest and TATA HOUSING shall not be liable for payment of any compensation on this account whatsoever. Should the Applicant(s) be not interested in the alternate allotment then the Allottee(s) shall intimate TATA HOUSING his non-acceptance within thirty (30) days of the dispatch of the intimation from TATA HOUSING failing which it will be presumed that the Allottee(s) has accepted the offer of alternate allotment.
- 12.(x) No request for modification or change in the exterior facades of the building will be permitted.
- 12.(y) In the event of paucity or non-availability of any material TATA HOUSING may use alternative materials/ article but of similar good quality. Decision of TATA HOUSING on such changes shall be final.
- 12.(z) Certain infrastructure like Complex level drainage, sewerage, approach road inside the Complex including street lighting, fire fighting equipments and its water supply network external electrical network etc. may be common with other zones/dwelling Apartment/ Executive Apartment /Executive Floor / Villa within the Complex, the maintenance and management of which will lie in the hands of an apex body of such zones/ dwelling Apartment/ Executive Apartment /Executive Floor / Villa association/registered institutional body formed or any other Apartment/ Executive Apartment /Executive Floor / Villa /alternative arrangement which TATA HOUSING finds most suitable for proper maintenance of such common facilities of Complex. The Association of Apartment/ Executive Apartment /Executive Floor / Villa owners will be required to be a member of such apex body and will also be required to contribute proportionately towards contingency fund and towards maintenance expenses of all such areas & facilities. However, TATA HOUSING will charge the individual Allottee(s), from the date of notice of possession the required maintenance fee (IBMS) till such time the Association of Apartment/ Executive Apartment /Executive Floor / Villa owners takes over the management and maintenance of the complex. In the event of individual society/ association of Apartment/ Executive Apartment /Executive Floor / Villa owners of each building is formed, TATA HOUSING may retain the maintenance deposit till the completion of the project for maintenance of common infrastructure. The balance deposit if any remaining shall be handed over thereafter either to the respective society/association of Apartment/ Executive Apartment /Executive Floor / Villa owners or to the Apex Body.

---

*Signature of Sole/First Applicant*

---

*Signature of Joint/Co-applicant*

- 12.(aa) The Terms and Conditions contained here shall be deemed to form part of the Application by the Applicant(s)/ Allottee(s) and all allotments shall be strictly subject to these Terms and Conditions. All designs, measurements, specifications mentioned and stated therein are tentative and subject to changes.
- 12.(ab) The Applicant(s)/ Allottee(s) hereby also covenants to observe and perform all the terms and conditions of the booking, and/or allotment and/or the Agreement and/or Conveyance Deed, to keep the TATA HOUSING and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that TATA HOUSING may suffer as a result of nonpayment, non-observance, or non-performance of the terms and conditions mentioned herein and/or Agreement and/or Conveyance Deed by the Applicant(s)/ Allottee(s).
- 12.(ac) In addition to the Applicant(s)/ Allottee(s) liability to pay interest as mentioned hereinabove, the Applicant(s)/ Allottee(s) shall also be liable to pay and reimburse to TATA HOUSING, all the costs, charges expenses and penalty / interest due thereon, whatsoever, which are borne, paid and/or incurred by TATA HOUSING for the purpose of enforcing payment of and recovering from the Applicant(s)/ Allottee(s) any amount/s or due/s whatsoever payable by the Applicant(s)/ Allottee(s) under this Application Form or the Allotment Letter (when issued) or the Agreement (when executed).
- 12.(ad) All correspondence will be made with applicants at the address for correspondence on TATA HOUSING's record initially indicated in the Application Form. Any change of address will have to be notified in writing to TATA HOUSING at its registered office and acknowledgement obtained for such change. In case there is a joint allottee, all communication shall be sent by TATA HOUSING to the first allottee and which shall for all purposes be considered as served on both Allottees.
- 12.(ae) The applicants must quote the application number as printed in the acknowledged Pay-in-Slip and on allotment, their Apartment/ Executive Apartment /Executive Floor / Villa Number as indicated in the said Allotment Letter, in all future correspondence.

### 13. BREACH

Should the Allottee(s) fail to perform or observe any of the stipulations contained herein, TATA HOUSING shall have the right to cancel the allotment. In the event of such cancellation the Application money, allotment money, installments, maintenance charges, deposits, electrical meter deposit, documentation/legal charges and any other amount received by TATA HOUSING, shall be returned to the Allottee(s) after deduction of due interest, if any, on delayed payments and charges as stated in clause 6(b) above.

### 14. JURISDICTION AND ARBITRATION

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

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Joint/Co-applicant

**Annexure 'A'**  
**(Payment Schedule and Deposits and other charges)**

- Deposits, stamp duty, registration fees, VAT & Service Tax etc., if any whenever called for shall be paid /payable by the Applicant/ Purchaser.
- Service Tax and VAT and any other taxes, levies, charges as applicable from time to time are payable on the consideration at the rate applicable from time to time.

\_\_\_\_\_  
*Signature of Sole/First Applicant*

**PRIMANTI**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
*Signature of Joint/Co-applicant*

**Annexure 'B'**

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

(i)	Specify the name/s of the Director/s with whom the Applicant/s is related alongwith the nature of relationship with the Applicant/s	Name/s: _____ _____ _____ Nature of Relationship: _____
(ii)	Whether the Applicant/s is/are interested in the entity/s in which Director/s of TATA HOUSING is/are interested?	<input type="checkbox"/> Yes / <input type="checkbox"/> No (Tick as applicable)
(iii)	If yes in Sr. No. (ii) above then specify the name/s of the Entity/s in which the Applicant/s is interested.	Name/s of the Entity/s: _____ _____ _____ Nature of Interest: _____

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

\_\_\_\_\_  
*Signature of Sole/First Applicant*

\_\_\_\_\_  
*Signature of Joint/Co-applicant*

## Annexure 'C'

Price of Construction Material & Labour			
Sr.	Material	Unit	Price (Rs.)
1	Cement	Bag	210.00
2	Reinforcement Steel	MT	32000.00
3	White Cement, 50 kg Bag	Bag	950.00
4	Stone Aggregate 12mm	Cft	25.00
5	Stone Aggregate 20mm	Cft	25.00
6	Sand	Cft	25.00
7	Brick	No	2.5
8	Concrete Block 400X200X200	No	45.00
9	Concrete Block 400X200X100	No	25.00
10	Structural Steel	MT	45000.00
11	Engineered Wood Flooring	Sqft	170.00
12	Paver Blocks	Sqft	45.00
13	Teak Wood	Cum	130000.00
14	Hard Wood Red Marandi	Cum	40000.00
15	Vitrified Tiles	Sqft	55.00
16	Antiskid Ceramic Tiles	Sqft	45.00
17	Ceramic Tiles	Sqft	35.00
18	Indian Marble, 20mm thick	Sqft	80.00
19	Polished Granite 20mm thick	Sqft	180.00
20	Imported Marble(Omani)	Sqft	200.00
21	Italian Marble	Sqft	250.00
22	Kota Stone	Sqft	45.00
23	Laminated Wooden Flooring	Sqft	80.00
24	Real Wood Flooring	Sqft	250.00
25	Flush Door Shutter, 40mm both side commercial	Sqft	150.00
26	Glazed/Semi glazed Aluminium Window including	sqft	45.00
27	Skilled Mason	No	400.00
28	Unskilled Labour	No	200.00
29	Skilled Carpenter/Electrician/Barbender	No	400.00

Note: The above details are subject to change without notice.

\_\_\_\_\_  
Signature of Sole/First Applicant

**PRIMANTI**  
VILLAS AND RESIDENCES

\_\_\_\_\_  
Signature of Joint/Co-applicant

**ACKNOWLEDGEMENT SLIP**

**Received Application No.:** \_\_\_\_\_

**Name of the Sole /First Applicant:**

FULL NAME, in CAPITAL Letters (In the order of First, Middle and Last Name, Leaving a space between words)

\_\_\_\_\_  
\_\_\_\_\_

**Demand Draft /Pay Order/Cheque. No.:** \_\_\_\_\_ **Dated:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For Rs.** \_\_\_\_\_

**Drawn on** \_\_\_\_\_ **Bank**

\_\_\_\_\_ **Branch.**

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
**Name & Signature of Sales Person**





PRIMANTI  
VILLAS AND RESIDENCES



**UNDERTAKING**

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

To,

Dear Sir / Madam,

**Sub: Provisional Allotment of Residential Apartment/ Executive Apartment / Executive Floor / Villa in project "PRIMANTI".**

I/We thank you for receiving my application for provisionally registering my request for allotment of a Apartment/ Executive Apartment /Executive Floor / Villa admeasuring sq. ft. (approx) in "PRIMANTI". I/We understand that this allotment is tentative and subject to the following:-

I/We have tendered my / our payment vide cheque dated \_\_\_\_\_ on \_\_\_\_\_ Bank for Rs. \_\_\_\_\_. I understand and accept that this application will be processed only after the realization of the cheque towards Application Money as specified in the Payment Schedule and subject to the terms and conditions of the application form. In case the cheque tendered by me / us gets bounced or doesn't get realized due to any reason whatsoever, my application will not be considered and TATA HOUSING shall have the right to allot the a Apartment/ Executive Apartment /Executive Floor / Villa to anybody without any Claims/dispute from my/ our side in this regard.

**AND / OR**

In case, I/We decide to avail a loan from the bank, I/we understand that it is my / our personal responsibility to ensure that the loan is processed and payment released to TATA HOUSING within stipulated period as mentioned in the Payment Schedule, failing which my application shall be deemed to be automatically cancelled and TATA HOUSING shall have the right to allot the Apartment/ Executive Apartment /Executive Floor / Villa to anybody without any claim/dispute or hindrance from my / our side in this regard.

Thanking you,

NAME : \_\_\_\_\_

ADDRESS :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE) : Sole / First Applicant / Second / Joint Applicant