

- A. 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.
- B. The applicant has to accept and agree to these terms and conditions.
- C. 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.
- D. 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.
- E. 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. ("Booking Amount")

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.

- F. The balance consideration is payable as per the terms of Application form and Allotment Letter which will be explained by our representative.
- G. Upon Booking Amount 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 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.
- H. The said payment is subject to the risks involved in any Electronic Payment Transactions including but not limited 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 from the applicant, shall be processed via payment gateway.

- I. The said payment by the applicant is the Booking Amount towards 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.
- J. 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.
- K. 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.
- L. The consideration value and the other charges are payable as per the Payment Schedule mentioned in the Application Form.
- M. In case it is learnt that the applicant has misrepresented any fact or information such applications will be summarily terminated and the Booking Amount shall stand forfeited.
- N. Any dispute between the Company and the applicant in relation to the Booking Amount shall be referred to the arbitration to be decided by the sole arbitrator under the Arbitration & Conciliation Act, 1996 as amended from time to time. Place of the arbitration shall be Mumbai and language of Arbitration shall be English.
- O. Privacy Policy:

° The information which is provided by the applicant herein may be used by the Company and its affiliates:-

- a. to send important notices/ communications regarding the status of their Booking etc. and the relevant policies, terms, conditions, etc.;

- b. 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 **mktginfo@tatahousing.com** .
  - c. for internal purposes such as auditing, data analysis, and research to improve its products, services and applicant communications.
- P. ° 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:-
- a. 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
  - b. such disclosure is required in connection with any litigation; or.
  - c. such information has otherwise entered the public domain.
  - d. 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.