

~ **JEEVAN ANAND** ~  
Vasind

**TERMS AND CONDITIONS OF ALLOTMENT**

**1) INTRODUCTION**

LICHFL Care Homes Limited is establishing a Senior Citizen Care Homes project amidst abundant greenery and eco-friendly atmosphere at Vasind, in Thane District, Mumbai providing independent Residential Units, with best quality construction, and modern facilities for a community living at a very affordable price. To ensure a harmonious living of the residents and keeping in view the objectives of the project the following terms and conditions are framed. The scheme and its facilities are self-financing in nature.

**2) DEFINITIONS**

1. **The Company:** LICHFL Care Homes Limited (herein afterwards termed as the Company).
2. **Management:** LICHFL Care Homes Limited
3. **Care Homes facility:** A location where the Company provides Residential Units and other Amenities.
4. **Applicant:** The person who makes an application to the Company for a Residential Unit in one of its Care Homes facilities.
5. **Co-Applicant:** Another person who joins the Applicant by signing the application.
6. **Allottee / Unit Owner:** An Applicant who is allotted a Residential Unit by the Company.
7. **Co-Allottee / Co-Owner:** The Co-Applicant who is allotted a Residential Unit along with the Applicant/Unit Owner and also includes the approved Co-Owner, opted by the Owner in the event of prior death of the Co-Owner.
8. **Spouse:** Spouse of the Unit Owner.
9. **Nominee:** A person nominated by the Unit Owner.
10. **Society / Association:** The Co-operative Society or a Society under Societies Registration Act or an Association of Allottees which is formed for administration of the Care Homes and its facilities and services provided to the Unit Owner.
11. **LIC HFL :** LIC Housing Finance Limited
12. **THE PROJECT SHALL BE KNOWN AS JEEVAN ANAND - VASIND**

**3) ELIGIBILITY**

Any individual who is aged 50 years and above on the date of the application and is a citizen of India having a sound mind, a good moral character, financial independence, and free from any contagious disease or terminal illness and is not under any legal disability, is eligible to apply. However, the Co-Applicant can be less than 50 years of age. The Co-Applicant should preferably be related to Applicant by blood or marriage or by legal adoption. The conditions applicable to the Applicant shall apply to the Co-Applicant as well.

**For removal of doubts it is clarified that only individuals are eligible. A group of persons, Firm, Society, Trust, Co-operative Body, Association, Company or Corporate entity shall not be eligible for allotment/residence.**

Jeevan Anand - Vasind

- 1 -

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#### 4) ALLOTMENT

- 4.1. Allotment of Residential Units shall be at the sole and absolute discretion of the Company provided the Applicant/Co-Applicant fulfills all the eligibility criteria and is found suitable, after due verification of the application, personal health declaration and other credentials. The Company may seek an interview before deciding on the allotment. The non-allotees will get back amount deposited/paid (other than non-refundable fees, taxes, charge, levies, cess or any other fee paid/payable to Statutory Authorities) to the Company in due course, without any interest. The possession of Residential Unit shall be made only after payment of full consideration amount by the Applicant. No Communication/Complaint shall be entertained by the Company regarding non-allotment or cancellation of allotment of the Residential Unit in the project.
- 4.2. Candidature of the Applicant/Co-Applicant may be cancelled at any later stage if the Applicant/Co-Applicant is found having furnished wrong information or is not found in conformity with eligibility criteria mentioned in these presents.
- 4.3. Decision of the Company in all matters regarding eligibility of Applicant/Co-Applicant at the stage of allotment or later relating to allotment shall be final and binding on the Applicant/s. The Company reserves the right to fix the standards and specifications for screening and allotting the units in the project.
- 4.4. The project is under collaboration with TATA Value Homes Limited. The Applicant/Co-Applicant and/or Allottee/Co-Allottee shall not claim or raise any objection on the structure, financial or otherwise, of the execution of the project. The Company shall not be under any obligation to Applicant/Co-Applicant towards explanation, justification and validation about the execution of the project with TATA Value Homes Limited and no correspondence in this regard shall be entertained.
- 4.5. The collaborating parties of the project reserves the right to take up further Projects over a period of time, residential or otherwise, in vicinity of the compound of the Project. Therefore no Applicant/Co-Applicant or Allottee/Co-Allottee shall raise any objection or claim any compensation for nuisance/inconvenience for such development or activities or take any steps to cause any hinderance to such development.
- 4.6. Upon payment of requisite amount as described in Schedule of Payment, at the stage of requirement, stipulation by the act/law for the time being in force in India, the Company shall enter into the Registered Agreement of Sale with the Allottee/Co-Allottee. The purchaser of the Residential Unit shall be under the obligation to register the unit on intimation received from the Company.
- 4.7. In case Applicant/Co-Applicant fails or neglect to get the Agreement/Sale Deed registered within the date notified, physical possession of the Residential Unit to the Allottee/Co-Allottee may be withheld by the Company and penalty if any payable under relevant laws for delay in completion of the registration of Agreement/Sale Deed will be payable by the Applicant/Co-Applicant till the registration of the Agreement/Sale Deed is completed. The Company shall have right to cancel the allotment in case the Applicant/Co-Applicant fails to have the Agreement/Sale Deed registered within fifteen (15) days from the date notified to Applicant/Co-Applicant.

#### 5) CHANGE OF RESIDENTIAL ADDRESS

Applicant/Co-Applicant is/are required to keep the Company informed if any change of their residence status or address in writing within 30 days of such change.

Jeevan Anand - Vasind

- 2 -

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## 6) SCHEDULE OF PAYMENT

- 6.1. For initial booking in the form of Expression of Interest (EOI), an amount of INR 50,000/- (Rupees fifty thousand only) for 1BHK unit, INR 75,000/- (Rupees Seventy Five Thousand only) for 1.5 BHK unit and INR 1,00,000/- (Rupees One Lakh only) for 2BHK unit would be payable along with duly completed prescribed form. The balance amount shall be payable on dates in the Schedule of Payment as provided by the Company along with necessary documents and papers in due course.
- 6.2. Time shall be of the essence in respect of the payment of each of the installment/EOI of the consideration and other amounts, deposits and outgoing payments payable by the Applicant/Co-Applicant. Without prejudice to the Company's other rights and remedies, including its right to cancel and terminate allotment, as specified, all overdue payments (including payments towards the consideration amount and towards all deposits, outgoing payments and monthly contributions) shall attract interest described in Schedule of Payment. Interest for delayed payment shall be payable at a rate of 9% for the period of delay.
- 6.3. All attributable statutory taxes, charges, levies, cess, assessments and all other impositions which may be leviable by the Local Authority and/or Statutory Authorities, any appropriate authorities would include (but not limited to), taxes like Value Added Tax, Service Tax, GST, and any other transaction/similar taxes, charges or duties, both present and future, as may be applicable from time to time on account of the allotment of unit in the Project, shall be charged and borne by Applicant/Co-Applicant. Other incidental expenses like stamp duty, local body tax and registration charges etc. which may be applicable and payable on execution of requisite Agreement(s), transaction and/ or any such documents, deeds, agreement in furtherance to this transaction shall also be borne and principally be paid/ payable by Applicant/Co-Applicant, upon demand of the Company.
- 6.4. The Applicant/Co-Applicant agree/s and understand/s that in case of any change in statute resulting in introduction of new taxes or change in the rate of taxes shall be borne by the Applicant/Co-Applicant as informed by the Company from time to time.
- 6.5. The Company shall in respect of any amount whatsoever (including but not limited to outgoing charges and deposits) liable to be paid or payable by the Allottee/Co-Allottee to the Company under or by virtue of this Allotment, have a first lien and charge on the said Unit/Flat as long as the same shall remain unpaid.

## 7) DISHONOUR OF CHEQUE

If any cheque is submitted by the Applicant/Co-Applicant to the Company is dishonoured for any reason then the Company shall intimate the Applicant/Co-Applicant of the dishonour of the cheque and the Applicant/Co-Applicant would be required to tender a Demand Draft of the same amount to the Company within ten (10) days from the date of dispatch of such intimation by the Company and the same shall be accepted subject to "Dishonour Charges" of INR 2,000/- (Rupees Two Thousand Only)(taxes shall be extra, if applicable) for each dishonour. In event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the allotment shall be cancelled at the sole and unfettered discretion of the Company subject to provisions in clause 8.2 hereunder. In event the Applicant/Co-Applicant comes forward to pay the entire Application Money or Amount Due and penalty thereof, the Company may consider the same at its sole discretion.

## 8) WITHDRAWAL OF APPLICATION / CANCELLATION

### 8.1. Before Allotment

- i. Without prejudice to the Company, in case an Applicant/Co-Applicant fails to deposit further amount as mentioned in the Schedule of Payment within 30 days of provisional allotment of the

Jeevan Anand - Vasind

- 3 -

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*Signature of Co-Applicant*

Residential Unit in the project, the Company reserves the right to cancel the allotment and refund the money received towards EOI from the Applicant / Co-Applicant after deduction of 10% of amount so paid.

- ii. Applicant/Co-Applicant may withdraw their application prior to the allotment and may get full refund of the Application Money without any interest and any deduction of any cancellation or administrative charges within thirty (30) days of receipt of communication of withdrawal by the Applicant/Co-Applicant. Taxes, cess, charges, levies etc. paid on such Application Money shall not be refunded back to the Applicant/Co-Applicant.
- iii. All statutory taxes, charges, levies, cess, assessment and all other impositions, as applicable, shall not be refundable in any case including but not limited to cancellation of allotment of the unit in the Project. Only amount paid towards basic price / EOI without any interest and subject to deduction, if any, shall be refundable to the Applicant/Co-Applicant.

## 8.2. After Allotment

- i. The Applicant/Co-Applicant shall be entitled to cancel the allotment any time before the execution of Agreement for Sale (herein after termed as the Said Agreement) and upon such cancellation the Company shall refund without interest subject to forfeiture of Application Money or the actual amount paid whichever is higher subject to a Maximum of fifteen percent (15%) of the Sales Price, subject to execution of Deed of Cancellation by Applicant/Co-Applicant. Taxes, cess, charges, levies etc. paid on such amounts paid shall not be refunded back to the Applicant/Co-Applicant.
- ii. The Company on default of payment by the Applicant/Co-Applicant shall be entitled to cancel the allotment any time prior to execution of the Agreement and upon such cancellation the Company shall refund the monies paid by the Applicant/Co-Applicant on the date of cancellation without interest subject to forfeiture of Application Money or the actual amount paid whichever is higher subject to maximum of fifteen percent (15%) of the sale price, Subject to execution of Deed of Cancellation by the Applicant/Co-Applicant. Taxes, cess, levies, charges etc. paid on such amounts paid shall not be refunded back to the Applicant/Co-Applicant.
- iii. The Company shall exercise the said right of cancellation / termination of the said Allotment mentioned hereinabove in the following manner :
  - a) Upon non-receipt of payment within due date, the Company shall issue a notice to the Applicant/Co-Applicant to pay the amounts due within sixty (60) days of due date. The Applicant/Co-Applicant shall be liable to pay the due amounts with interest accrued thereon as prescribed under clause 6.2.
  - b) Upon nonpayment of due amounts by the Applicant/Co-Applicant even after expiry of sixty (60) days' notice, the Company shall in its sole, absolute and unfettered discretion be entitled to cancel/terminate the said Allotment Letter and Allotment thereof. The Company will issue a cancellation/termination letter without any further notice to the Applicant/Co-Applicant.
  - c) Upon the cancellation and termination of the Allotment of the Residential Unit the Applicant/Co-Applicant shall not have any right, title or interest with respect to the Residential Unit and the Company shall be at a liberty to sell or otherwise dispose off the Residential Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Company may in its sole, absolute and unfettered discretion think fit and proper and the Applicant/Co-Applicant shall have no objection or dispute in this regard. Applicant/Co-Applicant hereby indemnify and keep indemnified the Company against any loss, claim or damages raised against the Company in future by any person in these regards.

Jeevan Anand - Vasind

- 4 -

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Signature of Applicant

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Signature of Co-Applicant

- 8.3. Application containing false or misleading information and documents known to the Applicant/Co-Applicant 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 monies paid will be refunded without any interest subject to forfeiture as stated in clause 8.2ii.
- 8.4. Upon cancellation and termination of the allotment of the Residential Unit, the Applicant/Co-Applicant shall not be entitled for refund of non-refundable fees, stamp duty, registration charges and taxes, levies, cess, charges etc. paid to the authority.

## 9) NOMINATION

The Unit Owner, at any given time, can nominate, only one individual who should preferably be related by blood, marriage or legal adoption and should be other than the Co-Owner. Change of nomination to another singular individual in lieu of the previous nominee is permissible. If the nominee is a minor, a guardian other than the Applicant and Co-Applicant has to be appointed. However the minor nominee will be eligible to stay provided the guardian stays with him/her fulfilling eligibility and all other terms and conditions. A Co-Owner shall have no right of nomination. Under no circumstances, a group of persons, firm, society, trust, co-operative body, association, company or corporate entity shall be entitled to any nomination or any right to use or occupy the residential unit. The nominee should be a Citizen of India. The change of nomination shall be complete only on its acceptance.

## 10) RESALE/EXIT

- 10.1 The initial lock-in-period will be two years from the date of the **Handing over the Keys** to the Allottee(s)/Co-Allottee(s), during which period no resale or assignment of allotted flat is permissible. If any exit is sought before completion of two years from the date of the Handing over the Keys, the Allottee/Co-Allottee shall have to take No Objection Certificate (NOC) from the Company and shall be liable to pay an amount equivalent to 12% of the consideration of resale or market value of the Residential Unit, whichever is higher.
- 10.2 During the period of construction no RESALE or Surrender or assignment is allowed except under the unavoidable circumstances that too to the satisfaction of the Company. In such case 30% of total Sale Price of unit shall be deducted from the amount of refund.
- 10.3 Non-payment of monthly maintenance charges and other out-goings, taxes etc. and non compliance of the Rules by the Allottees/Co-Allottees will entitle the Company/Association to refuse RESALE by the Unit Owner.

## 11) CAMPUS OFFICE

Campus Office with minimal staff may be established in the campus and continue to assist in taking care of the accounts & administration, etc. under the control and management of the Association. However, the services may be self-administered by the Unit Owners on formation of a Society / Association for this purpose, as and when the Association / Society is formed and registered not less than 6 months from the date of issue of Occupancy Certificate, which in the judgment of the Company can manage the services smoothly and independently. The expenses of this Campus Office will be recovered suitably from the Unit Owners preferably as a part of the monthly overhead as fixed by the Company or Society/Association (after formation) on time to time as the case may be.

Jeevan Anand - Vasind

- 5 -

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## 12) DISCLAIMER FOR RESIDENTIAL UNIT

- 12.1. The Applicant/Co-Applicant agree/s and understand/s that all standard fitting and dimension of the Residential Units as shown in unit plans, floor plans, show unit, if any, etc. may vary as to its make, color, shade and appearance from the ones provided in the actual Residential Unit agreed to be constructed.
- 12.2. The Applicant/Co-Applicant agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the unit plans, floor plans, show units, if any, etc. are provided only to give a vision of a furnished Residential Unit as per the advice of the interior designer.

## 13) MAINTENANCE EXPENDITURES

- 13.1 A Fund will be built up from Maintenance Deposits collected from the Unit Owner with an upfront payment of INR 24/- per square foot for each unit of the project. No interest shall be payable on this amount. The Company/Society/Association will use the Fund for the project as and when the requirement arises and the management thinks fit so as per procedures evolved by the Company/Society/Association.

### 13.2 Monthly Maintenance Charges

**Monthly Maintenance Charges ("MMC")** shall be payable by the Unit Owner at the beginning of every month and not later than the 5<sup>th</sup> day of the same month. Any delay will attract a penal interest @10.5% p.a. compounded monthly. This MMC will be used by the Company or Society/Association (after formation) for the maintenance of the project. All expenses pertaining to the project directly or indirectly will be paid out of this MMC. The Company or Society/Association will determine the quantum of MMC from time to time as the case may be. This MMC is payable by the Unit Owner, **even if the units remain vacant**. However, endeavor should be there to not to keep the units vacant. The Society/Association will have the right to charge additional MMC from the allottees if unit is vacant.

## 14) RESIDING IN CAMPUS

- 14.1 At least one of the occupants of Residential Unit, should be aged 50 years or above. Youngsters may be allowed to live with them by strictly following the rules and regulations, subject to amendment, from time to time.

The Society/Association may frame relevant rules and all Unit Owners Shall abide by the same.

- 14.2 The Society/Association will have the right to charge per capita monthly charges in respect of additional people/guests coming to stay with the Unit Owner.
- 14.3 Indulging in any activity prohibited by law, violation of rules and regulations framed by the Company and/or the Society/Association will make the Unit Owner liable for expulsion.
- 14.4 The Unit Owner will have to notify at the time of entry the person/s to whom the intimation has to be sent on their falling seriously sick and at times of critical exigencies. Local contacts of Unit Owner are preferable for emergency purposes.
- 14.5 The Unit Owner, in his absence for a longer tenure, may allow, at his own risk and responsibility another senior citizen to reside in his Residential Unit for limited periods subject to all rules and regulations and further subject to the written approval of the Society (At Society's discretion) after establishing satisfactory credentials through authentic records and personal interview. During this

Jeevan Anand - Vasind

- 6 -

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period it would be the responsibility of the Unit Owner to ensure monthly payments and other maintenance charges.

- 14.6** The Unit Owner shall not make any construction or addition or alteration of any kind into the residential unit, which shall deviate the basic structure of the unit. Only furnishing of unit shall be allowed subject to intimation and approval of the Society / Association.

## **15) DISCIPLINE**

- 15.1** Residents are required to have healthy respect for the religious beliefs of other residents in the Campus. The Residents are free to follow their faiths/beliefs privately without creating disturbance to others and without hurting neighbours' sentiments so as to ensure a harmonious community living. The Campus will not be allowed to be a center of political and trade union activities and this shall not be deemed as infringement of individual freedom.
- 15.2** Residents will use their dwelling units only for residential purposes. The units cannot be used for commercial or business activities. Residents will not display any signboards or advertisement hoardings or things of similar nature inside the campus.
- 15.3** If any Unit Owner wants to fix AC, he/she has to take permission in writing from the Society / Association and the costs involved will be borne by the Unit Owner only.
- 15.4** No pets will be allowed.
- 15.5** No resident shall construct any compound wall/fence or dig any soil in the Campus. No extra construction, change of structure, additions, deletions and alterations will be allowed to the residents inside the campus or inside the residential units.
- 15.6** The Unit Owner will be personally liable for damages and compensation for misuse of any gadgets, furniture and fixtures, electrical connections etc.

## **16) PRINCIPLES OF GOOD LIVING**

- 16.1** The residents will respect the peace and tranquility of their neighbours and of the whole campus. The residents will provide mutual support to other residents at the time of need and may also take up social/cultural/welfare activities outside to keep themselves busy and benefit the society at large.
- 16.2** Residents will not damage any tree/plant in the campus. However, residents who are having good knowledge in gardening may give suggestions to the Management of Society / Association for proper plantation.
- 16.3** Residents shall not throw any garbage nor litter the Campus. They will keep the whole compound, common areas, their residences and their surrounding areas neat and clean without spitting, urination, defecation etc. Garbage disposal will be as per the norms prescribed by the Company / Society / Association from time to time.
- 16.4** The residents will refrain from smoking and consumption of alcohol in the common areas.
- 16.5** Silence should be maintained in and around meditation center, library and home theatre and other common areas.

Jeevan Anand - Vasind

- 7 -

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**17) AMENITIES**

- 17.1 Security Guards, as deemed required, will be provided near the entrance of the campus.
- 17.2 Optional catering facility – on payment, as organized from time to time but not a compulsion on part of the Company/Society/ Association.
- 17.3 Laundry facility – Outsourced on user pay basis.
- 17.4 Electricity charges are payable by the allottees as per their individual Meters.
- 17.5 Telephone, Cable, Internet, Broadband and such other connections will be facilitated on user pay basis.
- 17.6 Dedicated open area parking space for vehicles - on user pay basis as per availability. Open area may be covered by Company with uniform architectural design on payment of cost by users. Earmarking of parking space/s shall be governed by the scheme of development which will be done at the time of possession of the Residential Unit. Earmarked parking space under no circumstances is transferrable without the Residential Unit.
- 17.7 Facility of an in-house vehicle or hired from travel agency, for use by the residents only – on user pay basis.
- 17.8 House maids with photo identity cards may be made available on the basis of job-wise payment.
- 17.9 An in-campus departmental store, Bank ATM, may be available in future as and when they are organized.
- 17.10 Guest house facilities for visitors may be organized in future on charges as fixed by the Company from time to time.
- 17.11 It is clarified for removal of doubts that additional/optional facilities and amenities to be provided later/in future will be charged as decided by the Society / Association.

**18) MEDICAL FACILITIES (ON USER PAY BASIS)**

- 18.1 Visit of a doctor on call basis to the campus clinic on user pay basis, as and when the same is organized.
- 18.2 Availability of doctors from within the campus in lieu of visiting doctor may be utilized subject to rules/guidelines.
- 18.3 Nursing or para-nursing care subject to availability.

**19) SERVICE PROVIDER**

The facilities and amenities will be managed/arranged by the Company till the formation of Society / Association in this regard. After formation of Society/ Association services relating to maintenance will be managed by them only by equitable distribution of expenses through the Society/ Association formed among the Unit Owners with consent of the Company. The first body of the office bearers for the Society/ Association will be from amongst Unit Owners, nominated by the Company. The subsequent office bearers will be through the regular process as provided in the Society / Association Bye-Laws.

Jeevan Anand – Vasind

- 8 -

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**Therefore there lies no responsibility on the Company, the management and its staff for the services and as such they will not be liable under Consumer Protection Act or any such related Acts, Rules, Regulations etc.**

## 20) ASSOCIATION RELATED POINTS

Residency is a must for office bearers including the President and the Secretary of the Association. For this purpose a person is considered as a Resident of the campus if he has stayed in his Unit for a Minimum period of SIX MONTHS whether at a stretch or through broken periods in a calendar year. The proof of Residence will be determined by the records and the Managing Committee is the authority to decide on the same which will be final. This condition will not apply for the first meeting held to elect the office bearers of the Society/Association. No Co-Owner shall be eligible to become an office bearer of the Society/Association. Co-Owner are also not eligible to vote in the Society/Association. No proxy will be allowed to become an office bearer of the Society/Association. They are also not eligible to participate in the discussions of the General Body but a proxy is allowed to vote in the General Body to elect the office bearers of the Society/Association. For this purpose the proxy should be clearly authorised by the Unit Owner in writing.

## 21) TAXATION

The company does not express any opinion and is not in any way responsible regarding the admissibility of investments / purchase price paid by the Unit Owner under any of the provisions of the Income Tax Act 1961 or any other Central / State Acts. It will be at the sole risk and responsibility of the Unit Owners. The Company cannot be made a party to any legal proceeding or disputes under any Court / Authority / Officer in this regard.

## 22) RENTEES:

The units can be let out. The rentees should also qualify under the conditions set out for the project. In particular they should be qualified under age criteria set out in terms & conditions. Rentees are not qualified to become officer bearers of the Society/Association.

**It is again reiterated that rentees are also to abide by the terms and conditions of the Campus set by the Company / Society / Association.**

## 23) DINING FACILITY

Unit Owners are expected to avail the dining facilities at the Campus. Minimum amount of INR 300/- (Rupees Three Hundred Only) or any higher amount as decided by the Society / Association will be recovered from all the resident every month whether dining facility is availed fully or partly or not availed at all.

## 24) ALTERATIONS/ADDITIONS/DELETIONS OF RULES

The Company may amend, modify, frame these Terms & Conditions relating to the Care Homes through a Committee constituted by the Company with a representative from the Unit Owners as decided by the Company and these Rules shall be binding on all the Unit Owners & the Co-operative Society & Association of Persons. The Co-operative Society / Association Rules / Bye-Laws should be in congruence with and complimentary to the Rules of the Company. In case of any contradictions, the Rules of the Company will supersede the Rules and Bye Laws of the Co-operative Society / Association.

Jeevan Anand - Vasind

- 9 -

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**The Society / Association shall not alter the terms, rules and conditions which will be in conflict with or shall alter the essential character of the campus - that the campus will always be for senior citizens only.**

**25) DISPUTES**

Courts in Mumbai alone shall have jurisdiction over disputes relating to Jeevan Anand LICHFL Care Homes project at Vasind.

**26) DECLARATION**

I/We hereby declare that, I/We have read and understood the above Rules & Regulations/ Terms & Conditions and other information stated herein these presents. I/We hereby confirm to abide by them in letter and in spirit.

I /we also hereby give my/our irrevocable consent to become a member of a body of the Apartments/Flats owners / Society / Association framed or to be framed in accordance with the applicable acts, rules and bye-laws and execute necessary documents as and when required and called for in this regard.

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Signature of the Applicant  
Date:  
Place:

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Signature of the Co-Applciant  
Date:  
Place: