

Terms and Conditions for Online Booking

Prospective Buyer's is/are requested to carefully read and understand the following Terms & Conditions.

A. Only the Indian Residents/Non Resident Indians (NRIs)/Persons of Indian Origin (PIOs) who are competent to enter into a contract under the Indian Contract Act, 1881 shall be eligible to apply.

B. The Applicant/s shall be responsible to comply with all the statutory compliances as required from time to time under the applicable laws prevailing in India including the laws applicable to NRIs/PIOs and the Company shall not be liable for non - compliance the same in any manner whatsoever.

C. The online payment of Rs. 5000/-or Rs. 11,000/- or Rs. 25,000/- herein is subject to the applicable/prevalent rules and regulations of the Reserve Bank of India (RBI) as well as the rules and regulations framed with regard to the Credit Card VISA/MasterCard or any other card organization applicable and prevailing from time to time.

D. The booking Token of Rs. 5000/-or Rs. 11,000/- or Rs. 25,000/- is subject to the risks involved in any Electronic Payment Transactions including due to any technical failure in the payment gateway operations and 5P Associates shall not be liable/responsible for any failure of any payment transaction/s or for any amount/s debited from the Applicant/s account but not credited to the account of 5P Associates due to any technical error in settlement or otherwise and the Applicant/s shall not have any claim/s against 5P Associates for such failed transaction/s.

E. An order number will be generated and provided to the Applicant/s which shall mandatorily be required to be referred/quoted by the Applicant/s in all its/their communication. Order Number will emailed to the Applicant on the email id provided on the booking form.

F. The above said payment is merely towards expressing an interest in a particular apartment and by virtue of the said payment, no right, title, interest or claim of any nature is created in the said apartment. The Applicant thereafter shall be required to visit the actual site and submit a detailed Application / Booking Form and shall duly comply with the terms and conditions of application form along with payment as per the payment schedule of applicable project. And also require to comply with the terms and conditions of the Agreement/s to be executed later with the project Developer, the application process will be done in consultation

with 5P Associates.

G. 5P Associates will intimate the applicant/s about the available details of Floor Number/ Apartment Number/ Other Details in accordance with the apartment applied by the Applicant within 7 days from the time of the said transaction and thereafter the Applicant shall submit the Application Form duly filled; accepting payment Terms & Conditions within a period of 12 days from the date of said transaction. **However, in case of non – availability of the applied inventory by the Applicant the booking token amount (Rs. 5000/-or Rs. 11,000/- or Rs. 25,000/-) made as an intent to buy, shall not be charged.**

H. Except, project- 5P Aria & Sai Shristi, 5P Associates acts as an authorised consultant for the projects displayed on website www.5pgroup.in. Upon the booking of other than above, said booking payment being credited to the account of 5P Associates, will be transferred to respected project developer's account.

Upon the Applicant/s submitting the duly filled-in Application Form to 5P Associates as above, the said payment shall be adjusted against the entire Sale consideration payable towards the consideration of the apartment, as per the Application Form.

In the event of cancellations of order:-

- Before confirmation of inventory by 5P Associates, no cancellation fees shall be charged to the applicant
- Post confirmation of inventory by 5P Associates and signing of Application form by the Applicant, 2% of the flat value will be deducted as cancellation fees.
- Any cancellation post confirmation of flat and making 2nd payment– Terms and Conditions of the Application Form signed will be applicable

I. The entire consideration value and the other charges shall be payable as per the Payment Schedule plan.

J. In case it is learnt/understood by any means that the Applicant/s has /have misrepresented any fact/s or information, in such case such applications will be summarily terminated and the above said payment shall stand automatically forfeited.

PRIVACY POLICY:

The information which is provided by the Applicant/s herein may be used by 5P Associates :-

- To send important notices/communications regarding the status of their Application and the relevant policies, terms, conditions, etc. of 5P Associates;
- To keep the Applicant/s posted on their project launches, announcements, project updates and upcoming events and to improve their services, contents, advertising. If the Applicant/s do/es not

want to be on 5P Associates's mailing list, the Applicant/s can opt out anytime by updating his/her/their preference by forwarding a 'do not send promotional announcements email to info@5pgroup.in

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

5P Associates shall take reasonable security practice/s to protect the privacy of the information provided by the Applicant/s. except as mentioned herein, 5P Associates shall not disclose such information to any third party. However nothing contained herein above shall apply to any disclosure of confidential Information if:-

- Such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
- Such disclosure is required in connection with any litigation; or
- Such information has otherwise entered the public domain.

L. 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.