

TERMS AND CONDITIONS

1. NATURE OF BOOKING.

- 1.1 This is an application for provisional booking for a Residential Unit /Apartment/Commercial Space mentioned overleaf in the project being developed by Migsun Group
- 1.2 This provisional booking does not convey in favour of Applicant(s) any right, title or interest of whatsoever nature unless and until required documents such as Sale Deed / Sub Lease Deed are executed.
- 1.3 This provisional booking shall be confirmed only when the Applicant(s) shall pay 10% of the Total Cost of the Residential Unit/Apartment/Commercial Space along with applicable tax. If the Applicant(s) fails to pay this stipulated amount within time, the application for provisional booking shall be rejected by the Company. The rejection of application form shall attract cancellation charges as per Clause 7 herein below.

2. REGISTRATION & OTHER CHARGES.

- 2.1 Registration charges, stamp Duty and other incidental expenses there to, as applicable at the time of registration, shall be extra and is to be borne by the Applicant(s).
- 2.2 Other Statutory taxes/charges as applicable from time to time shall be extra and shall be paid by the Applicant(s).

3. MODE OF PAYMENTS.

- 3.1 All payments shall be made through DEMAND DRAFT/ CHEQUES/ NEFT/ RTGS etc. in favour of "Mahaluxmi Infrahome Pvt. Ltd." for **MIGSUN ULTIMO**, "SJP Hotel & Resorts Pvt. Ltd." for **MIGSUN WYNN**, "Mahaluxmi Buildtech Ltd." for **MIGSUN GREEN MANSION**, "Mahaluxmi Reataltech Pvt. Ltd." for **MIGSUN ROOF** "Mahaluxmi Buildtech Consortium Pvt. Ltd." for **MIGSUN KIAAN**, "Yamuna Builtech Pvt. Ltd" for **MIGSUN VILAASA** or its Special Purpose Company or its subsidiary as the case may be.
- 3.2 All payments should be deposited only at the office of the Company. Company shall not be responsible/accountable for any payment made to agent/ broker/any third person. The Applicant(s) must insist for duly singed receipt from the authorized personnel of the Company.

4. EXECUTION OF ALLOTMENT LETTER.

- 4.1 The Allotment Letter/ Builder-Buyer Agreement shall be executed by the Company after realization of 10% of the Total cost of Residential Unit/Apartment/ Commercial Space or as decided by the Company along with applicable taxes. However issuance of Allotment Letter shall not confer any claim/ right to the Applicant(s) until all the terms and conditions of application form and allotment letter are fulfilled and complied by the Applicant(s).
- 4.2 After payment of the requisite amount as per clause no.4.1, the Applicant(s) shall get its Allotment Letter executed from the Company, failing which this provisional booking shall be cancelled and Clause 7 shall become applicable.

5. DELAYED PAYMENTS.

- 5.1 The delay condonation period shall be maximum for a period of 2 months. If the Applicant(s) does not clear its due payment along with delay interest for a maximum period of 2 (Two) months then the Company shall be fully entitled to cancel the Booking/Allotment & deduct the cancellation charges as per clause no. 7.

6. HOUSING LOANS.

- 6.1 The Applicant(s) at his /her discretion and cost may avail housing loan from bank / financial institution. The Company shall under no circumstances be held responsible for non sanctioning of loan to the Applicant(s) for any reason whatsoever. The payments of installments/ any other dues to Company shall not be linked to the loan availed /to be availed by the Applicant(s).

7. CANCELLATION CHARGES.

- 7.1 In case of cancellation/rejection either of Provisional Booking or Allotment of the Residential Unit/Apartment/Commercial Space because of any reason whatsoever, the cancellation charges amounting to 10% of total cost or earnest money of the total cost of the Residential Unit/Plot/Commercial Space or Rs. 25,000/- whichever is higher shall be deducted from the deposited amount of the Applicant(s).

- 7.2 Refund shall be made to the Applicant(s) within 90 days from the date of completion of all formalities with respect to such cancellation.

8. ADDITIONS & ALTERATIONS.

- 8.1 Cost of any additions and alterations in fittings & fixtures made over and above the specifications shown in the brochure at the request of the Applicant(s) shall be charged extra.

9. POSSESSION.

- 9.1 The Company shall deliver the possession of the completed Residential Unit/Apartment/Commercial Space to the Applicant(s) on payment of all dues to the Company.
- 9.2 In case of delay in possession beyond the agreed date and its grace period, the Company shall pay delay penalty to the Applicant(s) as per the Company policy. The payment of delay penalty shall be subject to timely payment of all installments and other dues by the Applicant(s).

10. CHANGES IN THE DRAWINGS /DESIGNS.

- 10.1 The building plan, layout plan, area of unit, unit no. etc are tentative and can be changed.
- 10.2 The Company has every right to change the design, specification/s of a Residential Unit/Apartment/Commercial Space/ Project i.e height, location, area, site plan etc. at its sole discretion due to any requirement of the authority /Company/ Court order.

11. OTHER TERMS & CONDITIONS.

- 11.1 Other terms & conditions as mentioned in Allotment Letter shall apply.
- 11.2 In case Residential Unit/Apartment/ Commercial Space is completed before the scheduled date of completion the entire balance outstanding as on such date of completion shall become due and payable notwithstanding the installment and due dates mentioned herein.
- 11.3 Timely payment of the installments and other dues is the essence of this provisional booking/allotment. If the Applicant(s) fails to pay due installments and other payments as per the payment schedule, the Company shall reject/cancel the application for provisional booking/allotment of the Residential Unit/ Apartment/ Commercial Space. After cancellation, the deposited amount shall be refunded after deducting the cancellation charges as per clause no.7 herein above.
- 11.4 Addition/Deletion/Substitution of the names of Allottee(s) in provisional booking shall be permitted only after prior consent of the Company and payment of administrative charges to the Company.
- 11.5 The prices/cost of Residential Unit /Apartment/ Commercial Space may change due to escalation in construction costs.
- 11.6 The Company shall not be responsible for any assurance, promise etc made by any dealer, channel partner, estate agent or any unauthorized person etc. on behalf of the Company.
- 11.7 In case of bookings made through dealer, channel partner, estate agent, the Company shall not be liable for any discrepancies/variations with regard to unit number, price, PLC, other charges, specifications etc between the Applicant(s) and the Company. The Applicant(s) is supposed to verify and check the offers/discounts and property details represented by the dealer, channel partner, estate agent, with the Company on his/her own.
- 11.8 In case of cancellation of provisional booking made through any dealer/estate agent, other than our authorized dealer/channel partners, the Applicant(s) shall also be liable to pay dealers/ commission, if any, paid to the such dealer/estate agents by the Company at the time of booking of such Residential Unit / Apartment/ Commercial Space by the Applicant(s).

I/ we hereby declare that I/ we have gone through and understood the terms & conditions mentioned herein above and shall abide by the same unconditionally.

Signature Main Applicant

Signature Co-Applicant (A)

Signature Co-Applicant (B)

Authorised Signatory

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

Resident of India

- Copy of PAN card.
- Photographs of all applicants.
- Copy of Address Proof

Partnership Firm

- Copy of PAN card of the partnership firm
- Copy of partnership deed.
- In case of one of the partners has signed the documents ,an authority letter from the other partners authorizing the said person to act on behalf of the frm.
- Copy of Address Proof

Private Limited & Limited Company

- Copy of PAN card of the company.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company.
- Copy of Address Proof

Hindu Undivided Family (HUF)

- Copy of PAN card of HUF.
- Authority letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF.
- Copy of Address Proof

NRI I Foreign National of Indian Origin

- Copy of the individual's passport.
- In case of demand draft (DD), the conformation from the banker stating that the DD has been prepared from the proceeds of NRE I NRO account of the allottee.
- In case of a cheque, all payments should be received from the NRE I NRO I FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.