

TERMS & CONDITIONS ONLY FOR LUXAONE, MALÉ, MALDIVES

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The following terms and conditions are read, understood, accepted, and confirmed by the applicants prior to booking of residential units:

Terms & Conditions:

- A. All individuals, i.e. a person of the age of majority or a minor through legal or natural guardian, whether a Resident Maldivian citizen or Non-Resident Maldivian Citizen, resident in Maldives or and all other entities, i.e. a body corporate incorporated in Maldives or partnership firm or any other Association of Persons (AOP) recognized as a legal entity under any law in Maldives can apply. In case, the applicant is a Non Resident of Maldives , the Applicant shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and the Company shall not be liable for the same in any manner whatsoever
- B. The Applicant(s) shall abide by all laws, rules and regulations and terms and conditions of the concerned Authorities and/or of the Government of Maldives, the Local Bodies and/or other authorities applicable to the said Land and/or the Complex
- C. The applicant is aware of all applicable laws prevailing in the Republic of Maldives 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 contact the concerned sales team for booking the unit. Upon confirmation of the unit by the Company, the applicant is required to make payment in the following manner.
- E. The applicant shall submit a completed and duly signed Application to the Company and make payment of the booking amount as per the company policy via a Demand Draft Bank Draft/Cheque in favour of "APEX REALTY PVT LTD payable or online - SBI - MVR Account Number 12604720720201, IFSC Code SBINMV at Male / at par to the site office of the Company located at Male' Square (Gaakoshi) Block No. 135, Unit No A-202, Ameenee Magu, Male', Republic of Maldives. The Company will acknowledge receipt of the Demand Draft Bank Draft/Cheque by signing the acknowledgement slip the allotment is subject to clearance of the balance payment as mentioned in the Payment Schedule.

- F. The Booking Amount shall be paid in the following manner.
- a. MVR 1,00,000 for 1 & 3 Room Residences
 - b. The applicant shall make payment of 10 % consideration of the price of the unit to the sales team of the Company to avail the benefit of the scheme.
- G. The Booking Amount is subject to the rules and regulations of the Republic of Maldives
- H. Allotment is subject to receipt and realization of Booking Amount as specified in Payment Schedule, together with application and supporting complete in all respects and shall remain subject to clearance of balance payment within the timelines.
- I. In case, the applicant prefers to obtain financial assistance for meeting the payment obligations, the allotment shall also be subject to obtaining sanction letter/clearance from the financial institution for advancing loan towards the purchase of the residential apartment / flat
- J. The Applicant shall be required to submit the detailed Application Form and KYC documents, execute other necessary documents as required under the Company policy and the applicable law.
- K. Upon the applicant submitting duly filled-in Application Form to the Company, the Booking Amount paid 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. Upon said payment 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 further 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.
- N. Electronic Payment Transactions including due 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. In case it is learnt that the applicant has misrepresented any fact or information such applications will be summarily terminated and said payment shall stand forfeited.
- O. Any dispute between the Company and the applicant in relation to this scheme shall be referred to arbitration by a panel of three arbitrators, one each to appointed by the Company and the Purchaser/applicant. The two arbitrators so appointed shall appoint the third arbitrator who shall be the umpire. The arbitration shall be as per the laws of Maldives as amended from time to time. Place & seat of arbitration shall be Male, Maldives and language of Arbitration shall be English.

P. This is only a concise terms and conditions for the readiness of the customers visiting this website. An elaborate terms and conditions are provided for in the Application Form along with General terms and conditions and Agreement for Sale which shall be in the format provided for by the Developer.

Q. 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 Expression of Interest Form 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 mktninfo@tatarealty.in
- c. for internal purposes such as auditing, data analysis, and research to improve its products, services, and customer communications.

° 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: -

4. 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
5. such disclosure is required in connection with any litigation; or
6. such information has otherwise entered the public domain.
7. The terms and conditions contained herein and, in the Application, Form shall be construed in accordance with the laws of the Republic of Maldives and any disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at **Maldives**

*Please do not reply to this mail as it is a computer-generated mail. For further information, please follow the instructions mentioned above.

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Applicable Law:

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