



Terms & Conditions

1. Membership Agreement

These terms and conditions set out the contractual relationship between Vihav Group and each individual member of the Vihav Privileged programme.

2. Definitions:

The definitions given here relate to the terms mentioned in the Vihav Privileged programme, unless the context states or requires otherwise:

2.1 The term 'Vihav Group' is used to collectively represent all the real estate projects of the group. The list of these companies may change over time.

2.2 'Vihav Privileged' means the loyalty and rewards programme owned, managed and operated by Vihav Group offering benefits to members by reason of their membership in the programme.



For the avoidance of doubt, rights and obligations of Vihav Privileged in these terms and conditions are rights and obligations of Vihav Group.

2.3 'Vihav Customer' is any entity or an individual who has bought in Vihav Group's projects and has Onevihav membership confirmation letter

2.4 'Referral Reward' means award given to a member for referring individual(s) or entity(s) to buy into Vihav Group's projects. 'Repurchase Reward' means award given to a Vihav Customer for repurchasing into Vihav Group's projects.

2.5 Individual or entity to share the name and contact details of a reference is termed as 'Source' (i.e Onevihav member) and the reference is termed as 'Referral' of the Source.

2.6 'Consideration Value' or 'CV' is the amount specified in the final agreement signed by and shared with the customer.



General:

3.1 Terms and Conditions of 'Vihav Privileged' programme are governed by the laws of the Republic of India and will be restricted to the Vadodara jurisdiction under the Vadodara Court.

3.2 Membership and benefits of 'Vihav Privileged' programme are offered at the sole discretion of Vihav Group. Any terms and conditions are subject to change at Vihav group sole discretion, also it is not mandatory to inform it prior to the members. It would be member's responsibility to check it periodically and especially while they are dealing any transactions with this privileged programme.

Membership:

4.1 Membership is open to all individuals who are aged 18 years and above.

4.2 Vihav Group's employees excluding those from Sales, Sales Strategy, Marketing, Customer Care departments, digital media department are eligible to participate in Vihav Privileged programme.

4.3 All communication will be mailed to the mailing address given to the Vihav Group at time of purchase or as updated from time to time and it is the responsibility of the member to raise a change request only through the physical letter or mail about any change in his/her address. All communication will be deemed to have been received by the member and Vihav Group bears no responsibility for communication not received or lost in the mail or courier.

4.4 Vihav Privileged Program has no predetermined termination date and may continue until such time as Vihav Group decides to terminate the programme, at any time, with or without notice to the members. Accumulation of points will cease immediately on termination of the programme. However, members will be given 1 month, from the date the programme termination is announced, to redeem a desired reward.



4.5 Vihav Group reserves the right to add, modify, delete or otherwise change any of the rules, conditions, privileges, benefits, reward pertaining to the programme at its sole discretion, with or without notice, even though changes may affect the value of points or rewards already accumulated.

4.6 Membership to the Vihav Privileged programme entitles members to earn points, which can be redeemed for rewards in accordance with the Terms and Conditions of the programme.

4.7 Vihav Group reserves the right to grant, refuse or terminate membership to Vihav Privileged programme.

4.8 Vihav Group reserves the right to discontinue membership to Vihav Privileged programme to any member who appears to be using the programme in a manner inconsistent with the terms and conditions, or intent of the programme, or any portion of the programme, including, but not limited to, reward redemption.



Vihav Group also reserves the right to discontinue membership for any member who acts in a manner inconsistent with local or state laws, statutes or ordinances. Discontinued membership may result in the loss of all accumulated rewards and the cancellation of all Vihav Privileged programme rewards, benefits and privileges.

4.9 Rewards issued cannot be bartered or sold by members for cash at any point of time. These rewards may only be redeemed through options on offer through Vihav Privileged programme. Any rewards which Vihav Group deems to have been transferred, sold or assigned in violation of the programme rules may be confiscated or cancelled.

4.10 All interpretations of the Terms and Conditions and programme rules shall be at the sole discretion of Vihav Group.

4.11 Each member is responsible for remaining knowledgeable about the programme rules and the rewards in his or her account.



Vihav Group will send correspondence to members to advise them of matters of interest, including notification of programme changes. However, neither the Vihav Group nor programme management service providers will be liable for any failure to do so and will not be responsible for correspondence lost or delayed in the mail.

4.12 The programme and any benefit, offering, or rewards relating to the programme, shall not be construed as, or constitute a contract, or otherwise establish a contractual relationship between Vihav Group and Vihav Privileged programme Members.

Earning Rewards:

5.1 Earning of rewards will be governed by the following table:

TIER	Repurchase Reward	Source Reward	Referral Reward
One Vihav Membership	1.5%	0.9%	0.6%



5.2 % payout is calculated as a percentage of the TOTAL SALES CONSIDERATION AS PER AGREEMENT FOR SALE EXCLUDING ALL TAXES (gst, stamp duty or any government/semi governments charges or taxes).

5.3 Rewards will be only recorded if the customer's membership is quoted at the time of booking. In any circumstances rewards will not be recorded if the Vihav privileged programme member fails to do so.

5.4 Vihav Group reserves the right to deduct points from a member's account balance if the points have been erroneously recorded under the account.

5.5 If a member believes rewards have not been credited for referral or repurchase booking, the member shall get in touch with Vihav privileged programme Member Care. In case rewards are accidentally missed out, the members must claim rewards within 30 days from the date of transaction.



5.6 Promotions and special offers are at the sole discretion of Vihav Group. They can be withdrawn or altered without prior notice. Further, it is sole discretion of Vihav Group to club or exclude this reward programme with any ongoing offers or promotions.

Redeeming Rewards:

6.1 All rewards earned can be redeemed only after 30% payment realization by Vihav group on the respective booking on which reward was earned.

6.2 All members can redeem their rewards through Encashing after tax deductions as applicable.

6.3 For redemptions customer needs to handover a physical letter to onevihav executive with all the bookings details. Rewards will be processed within a maximum of 8 weeks after receiving the redemption request. Vihav Group will not be responsible for delay caused by any third party.



6.4 In case of a cheque payout and for covering unpaid amounts of existing property with Vihav, TDS will be deducted as per Government of India tax norms.

6.5 The reward payout shall be inclusive of GST and all other applicable statutory levies. In no case shall the payout exceed 1.5 % of Property cost.

6.6 In case of cancellation of such booking weather it prior booking of source's property or new booking with this programme, this entire reward payout will be deducted from the refund amount of the cancelled unit/s. In case of cancellation of a booking, a member is no longer valid member of the programme.

6.7 In cases where source wants to transfer his/her entire benefit to referral or vice versa NOC is mandatory.