

Terms & Conditions

1. Instruction for Booking.

- a) Applicants must be citizens of India and must be 18 years of age or older at the time of registration.
- b) Online registration is available on our official website: www.grihawas.com. The registration amount can be paid online through the available payment options on the website.
- c) For offline registration, applicants may download the form from our website, fill it, and submit it along with a Cheque/DD at our Head Office or with an authorized selling agent. The Cheque/DD should be in favor of "SDPLPPL SPLS Awasiya Yojna Collection Escrow Account".

2. Registration and Other Charges

- a) Registration Charges, Stamp Duty, Charges and incidental expenses thereto as applicable at the time of registration shall be extra and is to be borne by the purchaser.
- b) Other Statutory Charges and taxes as applicable, levied or Increased from time to time shall be extra and are to be borne by the purchaser.

3. Modes of Payment

- a) All payments from outstation locations are to be paid online or via Drafts/Cheque/local cheques payable to The "**SDPLPPL SPLS Awasiya Yojna Collection Escrow Account**" purchaser must insist on a duly signed receipt from authorized personnel. Developer shall not be responsible for any cash given by the applicant to any agent.
- b) That the schedule of installments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment.
- c) That in exceptional circumstances, the Builder may, in its sole discretion condone the delay In payment by charging interest @18% per annum. In the event of the Builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter intending Allottee(s).

4. Delayed Payments

- a) Interest at the rate of MCLR +1% PER Annum shall be charged on all delayed payments of installments.

5. Cancellation Charges.

- a) In the case if the applicant doesn't accept the unit offered in draw or after accepting does not pay first installment within 10 days, his/her application money shall be forfeited and the said unit can be allotted to some other applicant.
- b) The cancellation charge will be 10% of the total amount of the flat and interest (if any) post the execution builder buyer agreement.

6. Additions & Alterations

- a) The cost of any additions and alterations made over and above specification mentioned in the brochure at the request of the purchaser shall be charged extra.
- b) The name of the applicant cannot be changed in the registration form or processes thereafter if allotment is made.

7. Possession

- a) Since it is a large project having a number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the intending Allottee(s) must take the possession of his/her/their own flats as soon as it is made available for possession.
- b) That the developer shall complete the development/construction of the flat as per the date mentioned in Allotment Agreement with an extended period of 6 months thereof. In case of delay in construction of the said flat attributable of delay of Developer, the Developer would pay a penalty at the time of possession as per UP RERA provisions for the delay beyond three months to the intending Allottee, provided however that the intending Allottee has made payment of all installments towards the sale consideration amount of the said flat in time and without making any delay to the Developer.
- c) That in case the intending Allottee(s) fail to take possession of Apartment within given "Fit-out-period", Rs 5/-per sq. ft. Per month will be charged as watch and ward charges and will be increased automatically by 10% every year from 1st April. In case the possession is not taken till three months from the due date, allotment can be cancelled and action can be taken as per clauses and the balance amount would be refunded without interest.
- d) The company shall handover the possession of the completed Flat to the purchaser only on payment of all dues to the company.

8. Changes in Drawings/ Designs

- a) Due to any unforeseen requirement of authority/company, company has every right to change the designs and specifications

9. Documents to be submitted along with the application form

- a) Employment ID; 2. Copy of PAN Card, 3. Address Proof, 4. Photograph of all Applicants; 5. Booking Cheques. Note: This registration will be governed/superseded by a buyer agreement & the terms contained therein.

10. Scope of Usage and Restrictions

- a) That the intending Allottee(s) is aware that various apartment are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other apartments in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
- b) That the Apartment shall be used for activities as are permissible under the Law.

11. Arbitration & Disputes

- a) In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be referred to the sole arbitration of a person to be appointed by the "DEVELOPER". The intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of Ghaziabad, India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The Allahabad High Court and the Courts subordinate

to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

12. NRI/Foreign National

- a) That in case of NRI/Foreign National intending Allottee(s) the observance of the provision of the Foreign Exchange Management Act 1999 and any other law as may be prevailing shall be the responsibility of the intending Allottee(s).

13. Payment Responsibility

- a) That is case, the intended allottee makes any payment to any other person/company, except "**SDPLPPL SPLS Awasiya Yojna Collection Escrow Account**". against his/her/their booked flat, then the intending allottee will be solely responsible and liable for the said payment.
- b) If the applicant does not disclose full details or gives false information his registration may be cancelled and he will not be eligible for refund of deposit.
- c) For income calculation, total income of the family including that of spouse and children is considered.

14. Affordable Housing Policy Benefits

- a) Benefits under the U.P. Government's Affordable Housing Policy are provided solely by the government.
- b) The developer is not liable if these benefits are revised, withdrawn, or if the applicant is ineligible.

15. Other Terms and Conditions

- a) Other terms and conditions mentioned in the Allotment Agreement shall apply.
- b) In case, the flat 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 installments and due dates mentioned herein.
- c) That the intending Allottee(s) has/have to pay monthly Maintenance charges as decided by the builder at the time of offer of possession to the Maintenance Body of the project apartment or any other ground whatsoever.
- d) That the Interest Free Security Deposit given by the intending allottee(s) to the Builder or nominee of the Builder is transferable to the intending Allottee(s)/Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA.
- e) All existing lifts, corridors, passages, parks underground & overhead water tanks, fire fighting equipment with motors and motor room.
- f) Note: Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, school, parking spaces (except what has been allotted by an agreement to intending Allottee(s) or tot-lots, space for public amenities, shopping centres or any other space will remain the property of the Builder.
- g) That if for any reason, whether within or outside the control of the Builder, the whole or part of the scheme is abandoned, no claim will be preferred, except that money received from the intending Allottee(s) will be refunded in full, without interest.
- h) This is clear that this project is Developed by SDPL Project Private Limited ("DEVELOPER").

By proceeding with online registration, the applicant agrees to abide by these Terms & Conditions. The registration process and allotment shall be governed by the Buyer Agreement.

☐ I have read and agree to the aforementioned Terms & Conditions and wish to proceed with the registration.