**Terms and Conditions of Use**

These terms of use ("Terms") constitute a legally binding agreement between you the user and Compareprojects.com IT services (the "Company/ We/ Compareprojects.com or Us") regarding the use of the web application/ website www.Compareprojects.com (the "Site") or the domain thereof and any service offered or deemed to be offered by the Company including but not limited to delivery of content via the Site, any mobile or internet connected device or otherwise (the "the Service").

The Site and services and tools that you are about to use or currently using are governed by the following **Terms & Conditions** which have been incorporated herein. By mere use of the Site, you shall be contracting with Compareprojects.com IT services, the owner of this Platform. These terms and conditions including the policies constitute your binding obligations, with Compareprojects.com. Therefore, it is very important that before using the platform you acquaint yourself and understand the applicability and consequential application of these terms & conditions

Your usage any of the services provided by Us through the Platform, including but not limited to, (e.g., Product Reviews, Seller Reviews), subjects you to the rules, guidelines, policies, terms, and conditions applicable to all our services, and they shall be deemed to be incorporated into these Terms and shall be considered as part and parcel of these Terms

Compareprojects.com may amend/modify/change these terms and conditions from time to time as required and decided by the company, and such modifications shall be effective immediately upon posting of the modified terms and conditions on Compareprojects.com. You may review the modified changed terms and conditions periodically to be aware of such modifications / changes and your continued access or use of Compareprojects.com shall be deemed conclusive proof of your acceptance of these terms and conditions, as amended/modified from time to time. Compareprojects.com reserves the right to suspend the operations for support or technical upgradation, maintenance work, in order to update the content or for any other reason without intimating any user in advance.

**1.Definition of Terms:-**

Unless otherwise specified, the capitalized words shall have the meanings as defined herein below:

* 1. " The Company": is defined as Compareprojects.com IT services ("the Company") an existing Company under the Companies Act, 1956 and having its corporate office at, 604, Vile la Builde, Gokhiware, Vasai East, 401 208 Palghar, along with its units for the Company's website [www.compareprojects.com](http://www.compareprojects.com).
  2. "Date of Termination" is the date of expiry mentioned in the notice or/and the letter of termination and/or the date when the services are supposed to end.
  3. "Date of Commencement" is the date indicating the acceptance of the application by the User to the service.
  4. My Subscriptions" contains time to time information and description of the Services for the User provided by the Company in writing or contained in the website Compareprojects.com.
  5. Registration Data" is the database of all the particulars and information supplied by the User on initial application and subscription, including but without limiting to the User's name, telephone number, mailing address, account and email address.
  6. "User" will include everyone who is a Subscriber/Advertiser(s) and Browser/Visitor(s) either as an individual or corporate subscriber for the Services and the signatory, whose particulars are contained in the application form and includes his successors and permitted assignees. "User" or "You" also includes any person who access or avail the Services provided by the Company for the purpose of hosting, publishing, sharing, listing, transacting, viewing, displaying or uploading information or views and includes other persons jointly participating in using the Services provided by the Company
  7. "Agreement" shall mean and include the completed application form, its attachment(s) and the terms and conditions stated herein. It shall be deemed to have been executed at Mumbai / Vasai.
  8. Compareprojects.com" is defined as the internet website or mobile application of the Company at www.Compareprojects.com
  9. Words referring to masculine include the feminine and the singular include the plural and vice versa as the context admits or requires; and Words importing persons includes individuals, bodies corporate and unincorporated.

**2.Terms:-**

These Terms shall continue to form a valid and binding contract between the Parties and shall continue to be in full force and effect till the User continues to access the Site and avails the Services provided by the Company.

**3.Eligibility:-**

You hereby represent and warrant to the Company that you are at least eighteen (18) years of age or above and are competent to enter into a valid and binding contract apart from being capable of entering performing and adhering to these Terms & Conditions. While individuals under the age of 18 may utilize the Service of the site, they shall do so only with the involvement & guidance of their parents and / or legal guardians, under such Parent /Legal guardian's registered account. You agree to register prior to uploading any content and / or comment and any other use or services of this site and provide your details including but not PRIVATE LIMITED to complete name, age, email address, residential address, and contact numbers.

**4.Subscription Fees**

* 1. Liability for the Subscription Fees shall accrue from the Date of Commencement.
  2. All Developers, individual Users who access or make posting of information on the Site for the purpose of buying property shall be exempted from the application of this clause unless they use any of the paid services, or there is a change in policy as per discretion of the Company.
  3. The applicable rate of the Subscription Fees for the Service provided shall be such as mentioned in the "My Subscriptions" page or as may be prescribed by the Company from time to time.

**5.Payment & Refund clause:-**

**1**. The Subscription Fees shall be paid by the User on demand. In case the user disputes the same for any reason whatsoever, he shall make the payment towards the Subscription Fees accrued subject to the decision of the Company on the dispute. In the event of Company's deciding the dispute in the User's favor, the Company shall refund to the User any excess amount paid by the User without any interest.

**2**.Where Subscription Fees accrues it shall be payable at or within such time as stated in the invoice(s) issued by the Company to the User.

**3**. Any delay in the payment by the User of any sums due under this Agreement, the Company shall have the right to charge interest on the outstanding amount from the date the payment became due until the date of final payment by the User.

4. Payments made to the Company through IOS app shall not be refundable under any circumstances, including but not limited to the termination of this Agreement for whatever reason.

**5**. For all services bought, 50% of the order amount would be towards the activation/administration fees & the rest 50% would be refunded on pro-rata basis in case of cancellation considering the usages of the services. Customer agrees that the refund process may take around 4 to 6 weeks after the complete documentation has been received by the Finance team of Compareprojects.com for processing such refund. It is made clear that all refunds are subject to discretion of Compareprojects.com and cannot be claimed as a matter of right.

**6.Owner’s Services:-**

**1**. If it is brought to the notice of the Company that the User is not the Owner of the property instead is a Builder/Agent, in such an event the listing would be deactivated without any notification and the amount paid shall be forfeited.

**2**. The Owner’s Service once subscribed shall be non-refundable; however, Company may refund the amount in the event a property is not linked with the package so bought. In such an event 50% of the order amount would be towards the activation/administration fees and shall be forfeited & the rest 50% would be refunded on pro-rata basis considering the usage of the customer. Customer agrees that the refund process may take around 6 to 8 weeks after the complete documentation has been received by the Finance team of Compareprojects.com for processing such refund.

**7.Listings, External Services and Platform:-**

**1**.That the package / services bought from CP can be used to post, advertise regular Builder / Developer Projects, plots, land parcels as well as Owner listings, and avail of other services available on the current Compareprojects.com Platform only till the launch of any new similar platforms, as and when launched. In this case, however, if the User has any portion remaining of his/her/its package or services availed of, User can use it only in the current Compareprojects.com platform.

**2**.That the User, who buys a separate service pack, hereby agrees that in order to improve genuine listings and have authorized Sellers, service Providers, the Company mandates the service providers to obtain NOC from the customers, Property owners or Operators.

**3**. The User is solely and completely responsible to verify the accuracy, reliability and genuineness of the listing made on CP, CP is no way shall be whether directly or indirectly responsible for any fraud or cheating that may arise due to any fake or incorrect listing.

**4**. That all listings will be visible on the current platform. However, post launch of another Platform, these listings would be migrated to the new platform and shall be visible till the expiry duration of the listings or completion of the Services offered.

**5**. Owners or Operators, service external Providers shall be required to complete KYC as per Compareprojects.com policy.

**8.Services:-**

The Company provides numbers of internet-based services through its platform and shall include.

**1.** Posting User profile or listing for the purpose of sale/rental of property, and related property services etc.

**2.** Placing a print advertisement in any of the group websites and publications through the www.Compareprojects.com.site.

**3**. Sending advertisements and promotional messages through emails and messages.

**4.** Finding a property through Compareprojects.com and its internet links

**5**. Posting advertisements on Compareprojects.com.

The Services can be purchased through various methods of payments offered. The purchase of Services shall be additionally governed by specific policies of sale, like subscription fees, payment and Refund policy, cancellation policy etc.

**9 .Charge Back Policy:-**

**1.** The Company offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Subscribers card/bank accounts. This is on account of the multiplicity of organizations involved in processing of online transactions, the problems with Internet infrastructure currently available and working days/holidays of financial institutions.

**2.** Payment for the services offered shall be on 100% advance basis.

**3**. Refund if any will be at the sole discretion of the Company only.

**4.** User acknowledges and agrees that the Company at its sole discretion and without prejudice to other rights and remedies that it may have under the applicable laws, shall be entitled to set off the amount paid by a subscriber/user, against any amount(s) payable by user to the Company under any other agreement or commercial relationship towards other products/services.

**5.** Payment for service once subscribed to by the subscriber, is not refundable and any amount paid shall stand appropriated.

**10. Cancellation:-**

**1**.For Special listing packages as will be intimate to the customers and Up-dated on compareprojects.com as and when decided, there shall be no cancellation or refund of orders booked/payments made via online payment options (except in the case of Cheque & Demand Draft). Cancellations requests for orders placed via cheque/demand draft can be made only before such payment is realized by the Company.

**2**. Company reserves the exclusive right to cancel/ stop any content whatsoever from being published or reflected on its website or in any other mode. The cancellation charges payable to the User shall be at the applicable rates laid down in the cancellation and refund policy.

**11.Obligations and Representations of User/Subscriber:-**

* + 1. The User agrees that any data entered on the Site will be subject to mandatory verification process by the Company.
    2. To provide accurate, complete and correct registration data on initial application for the Services.
    3. The User will ensure compliance with all notices or instructions given by the Company from time to time to enable the use of the Service.
    4. The User shall be solely responsible for all information retrieved, stored and transmitted by him.
    5. The User shall be responsible for all the activities that occur on his/its display name and password.
    6. The User shall keep confidential and not disclose to any person the User's password and user identification and all activities and transmission performed by the User through his user identification.
    7. Any and all licenses, permits, consents, approvals and intellectual property or other rights as may be required for using the Service shall be obtained by the User at his own cost.
    8. To ensure that he/she is above 18 years in age and competent to enter into the contract.
    9. User hereby declares that he/it is fully aware that the online advertisements placed with Compareprojects.com.com shall be reflected after 48 hours and agrees to the stipulated 48 hours processing.
    10. The User shall be responsible for the set-up or configuration of his equipment for access to the services.
    11. The User understands and agrees that the User is responsible for all applicable taxes and for all costs that are incurred in using the Site service(s)
    12. The User agrees to immediately notify the Company of any unauthorized use / breach of his/its password or account and ensure to exit from the account at the end of each session.
    13. The User shall immediately notify the Company of any un-authorized use of the User's account or any other breach of security known to the user.
    14. The User agrees that any data entered into herein can and shall be saved, used and commercially exploited by compareprojects.com IT services private limited as deemed fit by them.
    15. The User shall promptly make the payment to the Company towards the Subscription Fees as and when it becomes payable.
    16. The User shall give out to the Company a non-exclusive, worldwide, royalty-free, irrevocable, sub licensable right (through multiple tiers) to exercise all copyright and publicity rights, in any existing - or future media, known or unknown, over the material or User Data displayed in your listings. For the purpose of this Agreement, "User Data" shall mean all information (if any) submitted by the User on Compareprojects.com. with the exception of trading data, credit card numbers, checking account numbers, etc. "Individually Identifiable User Data" shall mean that subset of "User Data which can be reasonably used to identify a specific individual such as their name, address, phone numbers, etc. The User Data shall be deemed to be the property of Compareprojects.com. The User shall take all reasonable efforts to ensure that it is accurate and complete and not misleading in any manner.
    17. The User will indemnify Compareprojects.com IT services Private Limited for any action or claim committed/made by any third party resulting from any information posted on the Site by the User or / and anybody else on his behalf and account.
    18. The User is solely responsible for any data entered on the Site. The User who has entered the data is fully responsible for any wrong data entered and shall be liable for any and all action(s) taken by third party (whether civil/criminal). The Company however shall endeavor to use the best industry practice, of weeding out all wrong data/ false data entered by the User and undertakes to withdraw all such data within reasonable time after verifying the complaint.
    19. The User of the website agrees to indemnify and keep Compareprojects.com IT services Private Limited indemnified from any wrong/false data entered into and hereby warrants and covenants that all data entered into the website is true and correct and belongs exclusively to him/it and not to any other third party.

**12.Prohibited Actions:-**

* 1. The User shall use the Service only for the purpose for which it is subscribed.
  2. The User shall not use the Service for any unlawful and fraudulent purpose.
  3. Company also prohibits the use of another internet service to send or post spam to drive visitors to your site hosted on or through Compareprojects.com.com site, whether or not the messages were originated by you, under your direction, or by or under the direction of a related or unrelated third party.
  4. The User shall be prohibited to introduce, post or transmit any information or software, which contains a virus, worm or other harmful component into the internet or Site network system.
  5. The User agrees not to make use of anyone else's information other than as necessary to complete any transactions in which User is involved.
  6. User is restrained from allowing any person other than the authorized person(s) named in the application form to use the Service.
  7. The User shall comply with all applicable laws (and shall not contravene any applicable law) of India relating to the Services, including any regulation made pursuant thereto.
  8. User is prohibited from selling its listing any further to any third or unrelated party. The services are meant for consumption by the User who has paid the amount of subscription.
  9. The User shall not infringe intellectual property rights of any person/party and/or retain information in any computer system or otherwise with an intention to do so.
  10. The User shall not print, download, duplicate or otherwise copy, delete, vary or amend or use any data or personal information posted by any User on Site except such data and information which is posted by the particular User himself/itself.
  11. The User undertakes not to resell or assign his/its rights or obligations under these Terms & Conditions. User also agrees not to make any unauthorized commercial use of the Service.
  12. Company strongly opposes spam, which floods the Internet with unwanted and unsolicited email and deteriorates the performance and availability of the Compareprojects.com.com site. All forms of spam, or any other activities that have the effect of facilitating spam, are strictly prohibited.
  13. You shall not engage in advertising to, or solicitation of, other Users of the Platform to buy or sell any services, including, but not limited to, services related to that being displayed on the Site or related to us.
  14. The Service shall not be used to send or receive any message, which is offensive on moral religious, racial or political grounds or of abusive, indecent, obscene ,defamatory or menacing nature.
  15. The Content posted does not necessarily reflect Company views. In no event shall Company assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Site. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.
  16. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not otherwise made available through the Platform. We reserve Our right to bar any such activity.
  17. The User shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.
  18. The User is prohibited from postings any information or content on Site, which directly or indirectly cause any threat or/and harassment or/and annoyance or/and anxiety or/and any other inconvenience of whatsoever nature.
  19. The User shall not violate, or attempt to violate the security of the Site and/or any web sites linked to Compareprojects.com.com or gain un-authorized access to any information regarded as private by other User(s) or persons, including but without limitation to accessing data and information not intended for them or logging onto a server or account which the User is not authorized to access, attempting to probe, scan or test the vulnerability of a system or network or attempting to breach security or authentication.
  20. In the event that the User breaches terms of use of service, the Company reserves the unilateral right to suspend or/and deactivate the User's access to the Site Service and/or any other related facility. Further Company at its sole discretion, permanently or temporarily, blacklist a User. The unutilized amount paid towards the service being the agreed quantum of liquidated damages shall stand forfeited by the Company. In addition to the right to indemnity available to the Company, the Company shall have the right to recourse to any legal remedy against the User to recover the loss suffered by the Company and the harm caused to the reputation of the Company, due to violation by the User.
  21. The Users shall avail Services on Compareprojects.com.com or any other related site for lawful purposes alone. Transmission or/and distribution or/and storage of material or/and conduct in violation of any applicable local or/and state or/and Central or/and foreign law or/and regulation is prohibited. This includes without limitation any unauthorized use of material protected by patent or/and copyright or/and trademark or/and other intellectual property right, material that is obscene or/and defamatory or/and libelous or/and constitutes an illegal threat, or/and violates rights of privacy or publicity, or/and violates export control laws. The User may use the information on our site only to the extent necessary to facilitate the related transactions.
  22. In the event that the User breaches any of the above-mentioned covenants, the Company shall have the right to delete any material relating to the violations. The Company reserves the unilateral right to suspend or/and deactivate the User's access to the Site Service and/or any other related facility in case of violation of terms of use. In addition to the right to indemnity available to the Company, the Company shall have the right to recourse to any legal remedy against the User to recover the loss suffered by the Company and the harm caused to the reputation of the Company, due to such violation by the User.
  23. You agree that You shall not host, display, upload, modify, publish, transmit, update or share any information on the Site, that:
      1. A. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
      2. impersonates another person
      3. infringes any patent, trademark, copyright or other proprietary rights
      4. is harmful to Child,
      5. belongs to another person and to which the user does not have any right
      6. violates any law for the time being in force;
      7. is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling or otherwise inconsistent with or contrary to the law in force.
      8. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource
      9. threatens the unity, integrity, defense, security or Sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any foreign States;
      10. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause.

**13.SECURITY:-**

**1**. To protect the secrecy of user identification and/or password the User shall take all such measures as may be necessary (including but without limiting to changing his password from time to time and shall not reveal the same to any other person(s).

**2**. Transactions on the Site are secure and protected. Any information entered by the User when transacting on the Site is encrypted to protect the User against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by or retained by the Company / Site in any manner. This information is supplied by the User directly to the relevant payment gateway which is authorized to handle the information provided, and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

**3**. Compareprojects.com shall in no way be directly, indirectly or remotely liable for any fraudulent transaction or deduction of money from the bank account of any User.

**4**.It is agreed by the User that he acquires no rights to any mailbox number or/and the User identification or/and circuit reference or/and any codes assigned to him by the Company. The User further agrees that except as otherwise proved herein, the Company reserves the right to change or/and re-assign the same to the User, at its sole discretion without being liable to the User for any kind of damages or/and relief or/and any other consequence/s.

**5**. The password and username being made available to the customer shall be used only by the organization named by the customer and the employee of the organization. The User shall take all necessary pre-cautions to prevent un-authorized access or/and leakage of username or/and password being provided by the Company to him.

**6**. Since user identification is necessary to access the Service; the User shall use only his own user identification.

**7.** In the event of theft or/and loss of User identification or/and password or/and security word, the User shall notify the Company immediately via telephone or/and concurrently in person provide the Company with a written notice to the same effect. The User shall remain liable for use of the Services by any third party until such theft or loss is notified to the Company.

**8**. The User shall not use any software to automatically download or/and extract either a complete or/and partial listing from Compareprojects.com.com database without prior consent from Compareprojects.com in writing.

**14. Confidentiality:-**

* 1. The Receiving Party shall keep confidential and secret and not disclose to any third party the Confidential Information nor any part of it, except to any of the Receiving Party's Associates, if required and upon prior permission in writing from the Disclosing Party. The Receiving Party agrees to take all possible precautions with regard to protecting confidential information from any third party and shall ensure that all its Associates to whom such disclosure e is made will act in accordance with the terms of this Agreement as if each of them were a party to this Agreement and if required obtain a written statement from each of its employees/associates having access to such Proprietary Information undertaking to abide by the confidentiality conditions. All Proprietary Information shall be kept separate and exclusive and at the usual place of business (or residence as the case may be) of the Receiving Party.
  2. Further no use, reproduction, transformation or storage of the Proprietary Information shall be made by the User without the prior written permission of the Company, except where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any competent regulatory body.
  3. All information and data submitted by the User shall become the property of the Company. However, all such information shall be kept strictly confidential and the Company shall not, subject to "Violation of Terms & Conditions" clause, release any such data and information to any third party without the prior consent of the User.
  4. All confidential information (including name, e-mail address etc.) voluntarily revealed by the User in chat and bulletin board areas, is done at the sole discretion and risk of the User. If such information, collected by a third party is misused or results in unsolicited messages from such third parties, then such actions are beyond the use beyond the control and liability of Company and the company accepts no responsibility or liability whatsoever for such actions.
  5. For the purpose of this Agreement and attachments thereto and all renewals, "Confidential Information" means all financial, commercial, technical, operational, staff, management and other information, data and know-how relating to the Project/property or to a party (the "Disclosing Party" herein the Company ) or any other members of the Disclosing Party's group of companies ( including, without limitation, as to products and services, assets, customers, date and database, suppliers or employees), which may be supplied to or may otherwise come into the possession of the other (the " Receiving Party ", herein the User ), whether orally or in writing or in any other form, and which is confidential or proprietary in nature or otherwise expressed by the Disclosing Party or by any of its Associates to be confidential, and not generally available to the public.
  6. On request of the Disclosing Party made at any time, including at the time of termination of this Agreement, the Receiving Party shall deliver back to the Disclosing Party all original documents, records, data and other material in the possession, custody or control of the Receiving Party that bear or incorporate any part of the Proprietary Information. The obligations of confidentiality set out in this Agreement shall continue to be in force notwithstanding termination of this Agreement for any reason whatsoever.
  7. The User has access to only his/its own data and information stored in the database of Compareprojects.com.com (subject to prior confirmation of identity) and nothing more. The User may edit or amend such data and information from time to time.

**15.Use of Information/Data Supplied**

The User hereby agrees and irrevocably authorizes that the Company has the right to:

1. All copyright and/or know-how and/or any other related intellectual property rights to the Services of Compareprojects.com. Including listings, details of Users, and any information otherwise made available to User in the Service, shall become and remain the sole and exclusive property of the Company and the User shall have no claims to the same. In the event the User has contributed any content to Compareprojects.com.in any manner whatsoever, all intellectual property rights to the same shall become the absolute property of the Company including all intellectual property rights and the User shall have no right or claim over the same, in any manner whatsoever. In the event that the User during the term of his Agreement or any time thereafter, uses such intellectual property in any other website or related activity, the same shall be considered as an infringement of the intellectual property rights of the Company and the Company shall have the right to take recourse to whatever legal remedial action is required in the given facts and circumstances, the costs and peril of which will lie at the end of the User.
2. Retain all data or/and information supplied by the User while using the Service to remain at Compareprojects.com.com for the exclusive use of the Company in accordance with service agreement with the User, notwithstanding any termination of the Agreement or suspension of the Service to the User herein. Anything contrary to the above, unless specifically put down in writing following the termination or suspension of the Service to the User, all such data and information shall remain in the Company's property, records and databases as the exclusive property of the Company, for all times to come.
3. Use for the Company's own purpose, any data or/and information supplied by the User in connection with this Agreement, and/or pass on such information to any other associated companies or selected third parties.
4. "By entering Mobile Number on Compareprojects.com Online Portal i.e., Compareprojects.com. while registering for an account for receiving alerts, contacting a property, seller/buyer, user gives expressly consent to the Company and its Partners/ Vendors and sub-partner, sub vendor to send alerts, contact details promotional SMS and Promotional Calls to the mobile numbers entered by the user, irrespective of whether the same is on the DNC list or any other such data base The user further agrees that, in order to satisfy and fulfil the user's property requirement, the Company may share the recording of the aforementioned promotional call between the user and a company representative with the concerned agents, partners, vendors, and sub-partners. In case user does not want to receive these messages on his/her mobile numbers, and not agreed any of the terms stipulated herein, he/she shall not submit his/her mobile nuCPer with Compareprojects.com.com."

**16.Intellectual Property Rights**

All logos, brands, trade-marks and Service marks ("Marks") appearing in Compareprojects.com are the properties either owned or used under license by Compareprojects.com or its associates. All rights accruing from the same, statutory or otherwise, shall wholly vest with Compareprojects.com and its associates. The access to Compareprojects.com does not confer upon the User any license or right to use in respect of these Marks and therefore the use of these Marks in any form or manner, whatsoever is strictly prohibited. Any violation of the above would constitute an offence under the prevailing laws of India.

Compareprojects.com IT services respects the Intellectual Property Rights of all, it has and will continue to adhere to all the laws applicable in India in this respect. Compareprojects.com shall protect and respect the Intellectual Property Rights of the users as well as third parties to the best of its ability. In a case where a User(s) are found to be using Compareprojects.com as a platform to infringe the Intellectual Property Rights of others, Compareprojects.com will be free to terminate this Agreement forthwith without any notice to the user.

By allowing Users to access Compareprojects.com, grants the Users a private, non-exclusive, non -assignable, revocable license (the "License") to access and use the Services, provided that the User is in compliance with the terms and conditions of the Agreement.

Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use any of the Site's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive brand features, save according to the provisions of these Terms. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Site and other distinctive brand features of the Site are the property of the company further more with respect to the site created by the company, the company shall be the exclusive owner of all the designs, graphics and the like related to the site

**17.Discontinuation or Modification to Services**

1. There shall be no liability on behalf of the Company to the User or any third party in case the Company exercises its unilateral right to modify or discontinue the Service.
2. The Company reserves the unilateral right to add to /and/or change and/or delete and/or end the Service at any time with or without notice to the User. Except for paid service, a pro-rated refund shall be affected for the remaining unused period.

**18.Maintenance**

The Company may at its sole discretion and without assigning any reason whatsoever at any time deactivate or/and suspend the Services (as the case may be) without notice to carry out system maintenance or/and upgrading or/and testing or/and repairs or/and other related work and/or the User's access to Compareprojects.com.com. Without prejudice to any other provisions of this Agreement, the Company shall not be liable for any loss or/and damage or/and costs or/and expense that the User may suffer or incur, and no fees or/and charges payable by the User to the Company shall be deducted or refunded or rebated, as a result of such deactivation or/and suspension.

**19.Variation**

1. This Agreement will be periodically updated and the Terms of Use will be changed from time to time and the changed or updated Agreement will be posted at Compareprojects.com The User should visit the site periodically to review the latest Terms of Use. For avoidance of any doubt, the User's continued use of the Service constitutes an affirmation and acknowledgment of the amended terms and conditions.
2. The rights to amend vary or change the terms and conditions contained herein and in the Services guide at any time exclusively rests with the Company.

**20.Termination**

* 1. However, the Company irrespective of above mentioned clauses may terminate this Agreement with immediate effect, without prior notice to the User and without assigning any reason/s whatsoever (a) if in the opinion of the Company, the User has breached any of the terms and conditions of this agreement or/and, (b) if, in the opinion of the Company or/and any regulatory authority, it is not in the public interest to continue providing the Service to the User for any reason or/and, (c) if the User is declared a bankrupt or/and the User enters into any compromise or arrangement with its creditors and further without any prejudice to any/all other rights.
  2. Either party to this agreement may terminate the Agreement by giving prior notice of 30 days in writing.
  3. It shall be on the discretion of the Company that the period of notice of 30 days may be waived or as a shorter period of notice may be accepted in writing from the User.

**21.Third party links and resources in Our Website**

The content of other websites, services, goods or advertisements that may be linked to Our Site is not maintained or controlled by Us. We therefore are not responsible for the availability, content or accuracy or privacy practices of other websites, services or goods that may be linked to, or advertised on, Our website.

Where this Site contains hyperlinks to websites operated by third parties these linked websites are not under the control of the Company and the Company is not responsible for the contents of any linked website. The Company provides these hyperlinks to you for convenience only and the inclusion of any link does not imply any endorsement of the linked website by Compareprojects.com IT services Private Limited. Your link or use of any such website entirely at your own risk.

**22.The Company does not:**

* 1. Guarantee the accuracy, completeness, usefulness or adequacy of any other website, services, goods or advertisements that may be linked to Our Site; or
  2. Make any endorsement, express or implied, of any other websites, services, goods or advertisements that may be linked to Our Site.

The Company accepts no liability for any damage or loss, however caused, in connection with the use of or reliance on any information, material, products or services contained on or accessed through any linked website.

Our Site may also contain third party advertisements which contain embedded hyperlinks to websites operated by third parties. All third-party advertising is paid for by the relevant third-party advertiser, which you can accept by linking to the third-party advertisers and are not recommendations or endorsements by Compareprojects.com IT services Private limited. The third-party advertiser is solely responsible for any representations or offers made by it and for the delivery of goods or services you agree to purchase from the third-party website.

* 1. Make any warranty, express or implied, with respect to the use of the links provided on, or to, Our Site; The Company accepts no liability for any damage or loss, however caused, in connection with the use of or reliance on any information,material,products or services contained on or accessed through any linked website. Our Site may also contain third party advertisements which contain embedded hyperlinks to websites operated by third parties. All third-party advertising is paid for by the relevant third-party advertiser, which you can accept by linking to the third-party advertisers and are not recommendations or endorsements by Compareprojects.com IT services Private limited. The third-party advertiser is solely responsible for any representations or offers made by it and for the delivery of goods or services you agree to purchase from the third-party website.
  2. Company may from time to time recommend, provide you with access to, or enable third party software, applications ("Apps"), products, services or website links (collectively, "Third Party Services") for your consideration or use, including via the Company App Store. Your purchase, access or use of any such Third-Party Services is solely between you and the applicable third-party services provider ("Third Party Provider").
  3. Any use by you of Third-Party Services offered through the Company's website is entirely at your own risk and discretion, and it is your responsibility to read the terms and conditions and/or privacy policies applicable to such Third-Party Services before using them. The Company may, however, offer support services to Third Party Providers in respect to order fulfilment, payment collection, call center, and other services, pursuant to independent contracts executed by it with the Third-Party Providers.
  4. Company is neither responsible nor accepts liability for any errors or omissions or non-performance or breach of any contract entered into between users and Third-Party Providers on the Platform. Company cannot and does not guarantee that the concerned Users and/or Third-Party Providers will perform any transaction concluded on the Platform. Company is not responsible for unsatisfactory or non-performance of services or damages or delays as a result of products/services.
  5. In case of complaints from the user pertaining to quality or any other such issues, Company is not obligated to intervene in any dispute arising between you and a Third-Party Provider.
  6. Company is not responsible or liable to anyone for discontinuation or suspension of access to, or disablement of any Third-Party Service.
  7. Company is operating an online advertisement platform and assumes the role of an intermediary, and does not at any point of time during any transaction between user and Third-Party Providers on the Platform come into or take possession of any of the products or services offered by Third Party Providers. At no time shall Company hold any right, title or interest over the products nor shall Company have any obligations or liabilities in respect of such contract entered into between User and Third-Party Providers.
  8. Under no circumstances shall Company be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damages whatsoever that result from any Third-Party Services or your contractual relationship with any Third-Party Provider. These limitations shall apply even if Company has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by applicable law.
  9. If you install or enable a Third-Party Service for use, you grant us permission to allow the applicable Third-Party Provider to access your data and other materials and to take any other actions as required for interoperation of the Third-Party Service with our Services, and any exchange of data or other materials or other interaction between you and the Third-Party Provider is solely between you and such Third-Party Provider. Company is not responsible for any disclosure, modification or deletion of your data or other materials, or for any corresponding losses or damages you may suffer, as a result of access by a Third-Party Service or a Third-Party Provider to your data or other materials.
  10. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Company partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, arising out of your use of a Third-Party Service or your relationship with a Third-Party Provider.
  11. The Company neither makes any representation or warranty as to specifics (such as quality, value, salability, etc.) of the products or services proposed to be sold or offered to be sold or purchased on the Platform. The availability of Third-Party Services on Company's websites or the integration or enabling of such Third-Party Services with the Company services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Company.
  12. Company does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the users and Third-Party Providers.
  13. **REFUNDS: We do not offer any refunds against goods purchased from the Platform for Third Party Service.**

**23.Liabilities upon Termination**

* 1. The amounts due and payable to the Company by the User upon termination shall be payable within 30 days of the relevant Date of Termination.
  2. If the Agreement is terminated pursuant to provisions set out in Clause XIX or XX above, without prejudice to any other remedies available to the Company, the User shall be liable for Subscription Fees payable until the Date of Termination.

**24.Violation of Terms & Conditions**

In the event of violation of Terms, the Company in its sole discretion may pursue any of its legal remedies, including but not limited to the immediate deletion of any offending material from its site, or/and cancellation of your account, and/or the exclusion of any person(s) who may have violated any Terms & Conditions hereto and seeking any injunctive relief from any court of competent jurisdiction. Company can also pursue violators with claims that they have violated various criminal and/or civil law provisions as applicable under the relevant Acts/Rules, etc. of the land. Compareprojects.com will cooperate with any investigation by any Central or/and State or/and local body or/and any court or/and tribunal having the competence to carry out the same. Such cooperation may be without notice to the User. If Company believes in its sole discretion that any advertisement or/and services may create liability for Company, Company may take any actions that it believes to be prudent or necessary to minimize or/and eliminate its potential liability, including but not limited to, the release of User information. In sum, Company reserves the right to refuse service to anyone at any time, or/and to remove any listings or/and any advertisements for any reason, and without notice.

**25.Money back Policy**

* 1. For claiming any money back, there should be at least one property posted using the package.
  2. User shall be first offered an extension of duration for the Listing that was posted using Money back Package for Free, to evaluate the responses again.
  3. Money back can be initiated within the lifetime of the listing (i.e., 60 days from date of posting
  4. Order Booking should be in the Client's name as the refund will be processed in the same name.
  5. For orders that were paid through online payment modes, the refunds will be processed after deduction of charges incurred by the Payment Gateway.
  6. If the user is still not satisfied with the responses offered after the duration is extended, Moneyback shall be initiated by the Company.
  7. Money back can only be initiated against the same Order ID & Customer Name as mentioned during Order Booking.
  8. In the event a User is unsatisfied with the responses received against a Listing posted using the Money back Package provided by the Company, money back policy can be initiated by a User using the Feedback link on Compareprojects.com or by writing to [moneyback@Compareprojects.com](mailto:moneyback@Compareprojects.com) or by calling the customer care number.
  9. Refunds will be processed within 30 business days from receipt & acceptance of all relevant documents.

**26.Suspension of Service**

1. Upon subsequent payment by the User of such monies as demanded by the Company, the Company may at its discretion and subject to such terms as it deems proper, reconnect the Service.
2. If any monies payable by the User to the Company are not paid on the due date, the Company may without prejudice to any other rights or remedies that may be available to it suspend the Service provided to the User.
3. When the Services, subscribed for, is suspended, it shall be deemed to be terminated. The date shall be such as stipulated by the Company and the User shall be liable for all the charges and fees incurred up to the date.

**27.Personal Information**

Your submission of personal information through this Site is governed by our Privacy Policy.

**28.ERRORS, INACCURACIES AND OMISSIONS**

* 1. We however undertake no obligation to update, amend or clarify information in the Service or Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on Site, should be taken to indicate that all information in the Service or on Site has been modified or updated.
  2. Occasionally there may be information on the site or in the Service that contains typographical errors inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or Site, is inaccurate at any time without prior notice (including after you have submitted your order.

**29.Limitation of Liability**

**1.** The Company takes no responsibility/liability whatsoever for shortage or non-fulfilment of the service/s on Company or any other related site due to or arising out of technical failure or/and malfunctioning or/and otherwise and the User hereby undertakes that in such situation, the User shall not claim any right/damages/ relief, etc. against the Company for "Deficiency of service" under The Consumer Protection Act or any other Act/Rules, etc

**2.**User agrees that neither Company nor its group companies, directors, officers or employee shall be liable for any direct or/and indirect or/and incidental or/and special or/and consequential or/and exemplary damages, resulting from the use or/and the inability to use the service or/and for cost of procurement of substitute goods or/and services or resulting from any goods or/and data or/and information or/and services purchased or/and obtained or/and messages received or/and transactions entered into through or/and from the service or/and resulting from unauthorized access to or/and alteration of user's transmissions or/and data or/and arising from any other matter relating to the service, including but not limited to, damages for loss of profits or/and use or/and data or other intangible, even if Company has been advised of the possibility of such damages. User further agrees that Company shall not be liable for any damages arising from interruption, suspension or termination of service, including but not limited to direct and/or indirect and/or incidental or/and special consequential or/and exemplary damages, whether such interruption or/and suspension or/and termination was justified or not, negligent or intentional, inadvertent or advertent. User agrees that Company shall not be responsible or liable to user, or anyone, for the statements or conduct of any third party of the service. In sum, in no event shall Company's total liability to the User for all damages or/and losses or/and causes of action exceed the amount paid by the User to Company, if any, that is related to the cause of action.

**3.** Company shall not be responsible for any malfunctioning, non-functioning of the mobile phone or any other application, and or any damage, loss, either direct or indirect arising out of the use of the Compareprojects.com mobile application on your mobile phone.

**4.** Company shall not be liable for any and all costs, charges, expenses, etc. incurred in relation to the downloading fees by third party, airtime, ISP connection costs, etc., of which are to be borne by the user personally.

**30.Indemnity**

User hereby agrees to indemnify, hold harmless and to settle any third party lawsuit or proceedings brought against the Company or any of its Directors/ employee/ KMP  with regard to any claim arising from the advertisement/ wrongful posting of property/ unauthorized posting of property or  the fact that the User Content, Site and/or User features infringe or tend to infringe any copyright, trade secret or trademark of such third party or the content of such post or advertisement is in any manner inconsistent with or in breach of any existing  Agreement or law as applicable in India The User further unilaterally agrees to indemnify, reimburse and hold harmless, without objection, the Company, its officers, directors, employees and agents from and against any claims, actions and/or demands and/or liabilities and/or losses and/or damages whatsoever arising from or resulting from their use of Compareprojects.com whether directly or indirectly.

**31.Waiver**

The failure of Company to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms & Conditions shall remain in full force and effect.

**32. Entire Agreement**

This Agreement shall constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements, documents and or communications regarding such subject matter. This Agreement may only be modified, or/and any rights under it waived by a written document executed by the Company only. The right to change vary or amend, however exclusively rests with the Company.

**33.Legal Metrology Disclaimer**

User(s) are expressly required to indicate property area in standard unit of measurement as per Legal Metrology Act, 2009 i.e., base unit of length shall be meter. User(s) agree to the said Law. The Company shall not be liable for any infringement of said Law by the User(s).

**34.RERA Disclaimer**

Project developers or builders and Real Estate Agents, are required to comply with rules, regulations and guidelines of RERA Act 2016 and obtain necessary registration under the said Act. It is mandatory for Project developers or builders and Real Estate Agents to disclose on the Site, all material and requisite information as required under the Act. We do not guarantee that Project(s) and Real Estate Agents have registered under the Act or are compliant with the same or not. In no event will the Company be liable for any claim made by the Users including seeking cancellation of services for any of the inaccuracies in the information provided in this Site.

It is recommended and advised to refer to respective RERA website(s) to see and obtain complete information with respect to any Project/Property (which is required to be registered under RERA Act 2016) developed, built by a Developer/ Builder and/or initiated /referred to by a Real Estate Agent, before making any Buy/Sell or any other decisions.

Compareprojects.com makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability or suitability with respect to the information, services or related information provided by Developer/Builder/Real Estate Agent/Promoter on its Site with respect to any property or project. for the sake of clarity, it is mentioned that Compareprojects.com itself does not operate in the capacity of a Real Estate Agent under RERA. Compareprojects.com has no control over completion or success of any real estate transaction and therefore falls outside the scope of RERA.

**35.Disclaimer**

1. The Company makes no warranty that the Services shall meet User's requirements, that the Services shall be uninterrupted or/and timely or/and secure or/and error free.
2. The User hereby agrees that use of the Service is at the User's sole risk. The Service is provided on an "as is" or/and on an "as available" basis. Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
3. Compareprojects.com is only an intermediary as defined under sub-clause (w) of Section 2 of the Information Technology Act, 2000.
4. The content of Compareprojects.com is provided "as is" and on an "as available" basis, without warranties or representations of any kind, either express or implied.
5. Compareprojects.com offers no guarantee no warrantees that there would be satisfactory response or any response at all, once the listing/banner is put on display.
6. Users are strongly advised to independently verify the authenticity of any Pre-Launch offers received by them. Compareprojects.com does not endorse investment in any projects which have not received official sanction and have not been launched by the Builder/Promoter, users dealing in such projects shall be doing so entirely at their risk and responsibility.
7. No information contained herein shall constitute an invitation or an offer to invest in Compareprojects.com or any of its Affiliates. Further, nothing contained in Compareprojects.com should be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and COMPAREPROJECTS.COM makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise.
8. Once a listing or banner is displayed on Our Site, we do not guarantee or make warranties that there would be satisfactory response or any response at all.
9. The Company is not liable or responsible for the quality or any misrepresentation or any liability or issue arising out of the Services availed by the User from third party service providers on or beyond the platform of Compareprojects.com For any third-party product or service which customer/user will buy through Compareprojects.com the Customers/Users of Services shall take full responsibility to deal with third parties’ respective vendors at their own risk, cost and liability.
10. Property descriptions and other information provided on Our Site are intended for information and marketing purposes and, whilst displayed in good faith, we will not in any circumstances accept responsibility for their accuracy. It is the responsibility of prospective buyers/tenants to satisfy themselves as to the accuracy of any property descriptions displayed and the responsibility of agents/sellers/brokers to ensure the accuracy and integrity of property descriptions provided on Our Site and in any property particulars.
11. Company will not be liable for any time difference arising between a message released through a gateway/ server (provided to Compareprojects.com.com) and such message finally reaching the User from the concerned service provider.
12. . Company has no intention of violating any intellectual property or ancillary rights. If there is any violation, we request that the same be promptly brought to our attention.
13. The User shall ensure that while using the Service, all prevailing and applicable laws, rules and regulations, directly or indirectly for the use of systems, service or equipment shall at all times, be strictly complied with by the User and the Company shall not be liable in any manner whatsoever for default of any nature regarding the same, by the User.
14. Views expressed by the Users are their own, Compareprojects.com does not endorse the same and shall not be responsible for them. No claim as to the accuracy and correctness of the information on the site is made although every attempt is made to ensure that the content is not misleading/ offensive/ inappropriate. In case any inaccuracy is or otherwise improper content is sighted on the website, please report it to report abuse. It is solely the User’s responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, Services, real estate and other related information listed on the website. Compareprojects.com does not warrant that the access to website will be uninterrupted or error-free or that defects in website will be corrected.
15. The Company shall not be liable for any disclosure of information concerning the User's account and/or particulars nor for any error and/or omissions and/or inaccuracy with regard to information so disclosed. In addition, the Company shall further not be liable for any loss or damages sustained by reason of such disclosure, whether intentionally or inadvertently. All information is accepted in good faith and Company accept no responsibility whatsoever regarding the bonafide of the User, nor can any interviews be granted or/and correspondence entered into regarding any advertisement published.
16. The Platinum Listing is listed for a period of two weeks only from the day the Order is activated. Company shall not be liable for any delay arising from the User's end in conversion of their property listing to Platinum Listing, resulting in the Platinum Ad listing not being showcased for the complete period of two weeks. This package cannot be transferred, adjusted or reimbursed.
17. This Site is vulnerable to data corruption, interception, tampering, viruses as well as delivery errors and we do not accept liability for any consequence that may arise therefrom. We may need to make the Site unavailable with or without notice to carry out maintenance or upgrade work. We accept no liability for any interruption or loss of Service. Further the Company does not warrant that any of the websites linked to Compareprojects.com.com be free of any operational hazards or error nor that it will be free of any virus or/and worm or/and any other harmful components.
18. There are no express representations and warranties, whether express or implied, made by the Company regarding the accuracy, reliability and/or quality of any information transmitted and/or obtained through the use of the Services of Compareprojects.com.com. The User understands and agrees that any information or/and material and/or goods or/and services obtained through this Site is done at User's own discretion and risk and that User shall be solely responsible for any damage/s or/and cost or/and any other consequence/s resulting from any transaction. No advice or or/any information, whether oral or/and written, obtained by the User from Compareprojects.com.com or/and through or/and from the Service shall create any warranty not expressly stated herein. In case the there is any loss of information, caused due to any reason, whether as a result of any disruption of service, suspension and/or termination of the Service, the Company shall not be liable in any way for the same. Cancellations and alterations shall be affected only on the receipt of application regarding the same in writing.
19. The company's total liability under this agreement (whether in contract, tort (including negligence) or otherwise shall be limited to the total amount of fees or/and charges paid by the user to the company's site or the period immediately preceding two (2) months prior to the incident giving rise to the relevant claim.
20. Company shall not be responsible for the advice, views and suggestions provided by the expert. The information contained herein should be used for reference only. Before relying on any such advice, please do an independent assessment at your end considering your specific requirements and the parameters you have in mind. Compareprojects.com.com will not be responsible for any claims arising out of the use of any information displayed herein.
21. If there is any dispute between the Users/participants on this Site, it is agreed upon by the Users/participants that Company has no obligation whatsoever to be involved in any such dispute/s. In the event that the User has a dispute with one or more User/s or/and participant/s, the User hereby undertakes not to make any claims or/and demands or/and damages (actual or/and consequential) of every kind or/and nature or/and known or/and unknown or/and suspected or/and unsuspected or/and disclosed or/and undisclosed, arising out of or/and in any way related to such disputes and/or our service against the company or/and their officers or/and employees or/and agents or/and successor.
22. Any value estimates provided on Our Site are intended for general interest and information purposes only and should not be relied upon for any commercial transaction or similar use. These estimates are based on publicly available information which may be inaccurate or incomplete, and typical factors in certain locations. They will not take account of any factors which are unknown to us and should only be used as a general estimate. None of the information available on Our Site is intended to be a substitute for independent professional advice and users are recommended to seek advice from suitably qualified professionals such as surveyors and solicitors if relevant to their particular circumstances. We shall not be liable for any losses suffered as a result of relying on our value estimates.
23. . Compareprojects.com IT services is only an intermediary offering its platform to advertise properties of Seller for a Customer/Buyer/User coming on its website and is not and cannot be a party to or privy to or control in any manner any transactions between the Seller and the Customer/Buyer/User. All the offers and discounts on this Website have been extended by various Builder(s)/Developer(s) who have advertised their products. Compareprojects.com is only communicating the offers and not selling or rendering any of those products or services. Company is not responsible for any non-performance or breach of any contract entered into between Customer/Buyer/User and Sellers. Company cannot and does not guarantee that the concerned Customer/Buyer/User and/or Sellers will perform any transaction. At no time shall Company hold any right, title or interest over the products/services nor shall Company have any obligations or liabilities in respect of such contract entered into between Customer/Buyer/User and Sellers. It neither warrants nor is it making any representations with respect to offer(s) made on the site. Compareprojects.com IT services limited shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Customer/Buyer/User and the Seller and both Seller and Customer/Buyer/User shall settle all such disputes without involving Compareprojects.com IT services limited in any manner.
24. Compareprojects.com has endeavored to ascertain the requirement of RERA registration. The advertiser is hereby obligated to provide RERA registration number for promoting a RERA registered project in terms of Real Estate (Regulation & Development) Act, 2016. Compareprojects.com is a platform for advertisement and does not vouch for the project or the details provided in the advertisement.
25. In case a visitor to the portal is desirous of conducting a project site visit of the property he/it is interested in, it shall be the sole liability and duty of the Advertiser to arrange for such project site visits. The Company shall not be liable in any manner whatsoever, towards any liability and/or costs, arising out of such site visits including but not limited to non-fulfillment by the Advertiser in this regard.
26. It is not the Company's policy to exercise any kind of supervisory or editorial control over and/or edit and/or amend any data and/or contents of any e-mails and/or posting of any information that may be inserted or/and made available or transmitted to a third party in or through Compareprojects.com.com and the User acknowledges the same. The User acknowledges and agrees that the Company has absolute discretion to refuse and/or suspend or/and terminate and/or delete and/or amend any artwork, materials and/or information and/or content of any data and/or information and/or posting so as, in the sole opinion of the Company, to comply with the prevailing legal framework and/or moral obligations as placed on the Company and in order to avoid infringing any third party's rights and/or any other rules and/or standards and/or codes of practices that may be applicable to the posting or Compareprojects.com.com and/or the internet.
27. You acknowledge that third party services are available on the platform. We may have formed partnerships or alliances with some of these third parties from time to time in order to facilitate the provision of certain services to you. However, you acknowledge and agree that at no time are we making any representation or warranty regarding any third party's services nor will we be liable to you or any third party for any consequences or claims arising from or in connection with such third party including, and not limited to, any liability or responsibility for, death, injury or impairment experienced by you or any third party. You hereby disclaim and waive any rights and claims you may have against us with respect to third party's / merchants’ services.
28. We are not responsible for third party services so use them at your own risk. If you use third party services on the company platform, you permit us to send your data to those services. If you use third party services you agree that we do not provide a warranty, so get advice beforehand.
29. The Company is not involved in any transaction between any parties who are using Our Site. There are risks, which the User assumes when dealing with people who might be acting under false pretenses and the same shall be borne by the User. The Site is a venue only and do not screen or/and censor or/and otherwise control the listings offered to other Users, nor does Company screen or/and censor or/and otherwise control the Users of its service. Company cannot and does not control the behaviour of the participants on this site. We cannot control whether or not Users of Compareprojects.com.com will complete the transactions they describe on Our Site. It is extremely important that the User takes care throughout his/its dealings with third party(s) and/or Users on this Site. Company does not accept or/and assume responsibility for the content or/and context of the User comment.
30. Compareprojects.com does not endorse any of the opportunities that appear on this website nor make any recommendations regarding same to any Investor. Prospective investors are not to construe anything on the website as investment, business, legal or tax advice and the content contained herein does not constitute an offer by Compareprojects.com to sell, solicit or make an offer to buy an investment interest. Any information made available from our website or links to websites, does not represent a solicitation of an offer to buy or sell any property. It also does not constitute an offer to provide investment advice, service or assistance on particular investment or transaction. Direct and indirect purchase of real property involves significant risk and investments may lose value and are not insured by any Governmental Agency nor are they guaranteed by Compareprojects.com. It is the responsibility of the recipient to verify the integrity and authenticity of the information made available before making any investment.
31. In no case shall the Company, Our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from Your use of any of the Service or any products, or for any other claim related in any way to Your use of the Service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility.

**36.Governing Law and Jurisdiction**

* 1. The User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms & Conditions must be filed within 30 days after such claim or cause of action arose or be forever barred.
  2. This Agreement and any dispute or matter arising from incidental use of Compareprojects.com.com is governed by the laws of India and the User and Compareprojects.com hereby submit to the exclusive jurisdiction of the courts at Delhi, India.
  3. It is clarified that there is no agency or/and partnership or/and joint venture or/and employee-employer or/and franchiser-franchisee relationship between Company and any User of the Service.
  4. All information of whatsoever nature received from the user is in good faith and is bona fide. The information is believed to be true/ correct and complies with the laws of the land.

**37.Acknowledgment and Acceptance of Terms and Conditions**

The terms and conditions appearing here above consists of the entire agreement between the Party/User (as defined above) and the Company (as defined above) and replaces all previous arrangements/schedules between the parties regarding the subject matter contained herein above. By completing the registration process and/or checking the "I have read and accept the Terms of Use" box, the User is indicating his/her acceptance to the agreement and to be bound by all of the terms and conditions of the Company as appearing hereinabove. It is our constant endeavor to make Compareprojects.com an enjoyable and effective experience for all our users. If the User observe material or behavior that may violate one of the Compareprojects.com Terms &Conditions, please write to us. This will go a long way in enhancing our service.

**38.Privacy Policy**

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* 1. Company through its various advertising campaigns collects information about the users. This information is voluntarily provided by the user and is collected in the database of Compareprojects.com.com. The information so collected in the database through these campaigns refers to the property details, email address and names of the user. Compareprojects.com.com uses third-party advertising companies to display/serve their ads on various other internet sites for reaching out to its prospective users/buyers/sellers. The data collected is for the exclusive use of Compareprojects.com.com and Company reserves its right to allow access to its clients for the purposes of purchase and disposing of properties only, and any unauthorized use or sharing of information by any third party shall invite appropriate legal action by Company against the erring party, including indemnification for third party claims for damages.
  2. Compareprojects.com.com respects the privacy of its users and is committed to its protection.

**39.Notice**

All notices (a) if sent to the User to the address identified on the Application Form and (b) if sent to the Company to such address as provided in writing for such notice purposes; provided, however, that all invoices and payments shall be sent to the attention of The Company's Finance department, all legal notices shall be sent to the attention of the Company's legal department, and all other correspondence shall be sent to the attention of the account manager specified by the Company. Notice shall be deemed given upon receipt when delivered personally and upon receiving acknowledgment / written verification of receipt from overnight courier.

Grievance Redressal Mechanism: Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email to grievance@Compareprojects.com.com or Mr. Franco Fernandes **(Grievance Officer)**

[www.Compareprojects.com](http://www.Compareprojects.com)Compareprojects.com IT services   
604, Vile La Builde, Gokhiware Vasai East 401208,

Mumbai Maharashtra.  
Email: [resolve@compareprojects.com](mailto:resolve@compareprojects.com)

Termination or expiration of this Agreement, in part or in whole, shall not limit either party from

Pursuing other remedies available to it, nor shall either party be relieved of its obligation to pay all fees

that are due and owing under this Agreement through the effective date of termination. Neither party

Shall be liable to the other for any damages resulting solely from termination as permitted herein.

**40.Disclaimer**

The information and opinions available on this website/App are broad guidelines for general information only. They are solely intended to provide information of general nature of the subject matter. The material on this website/App is not and should not be regarded as legal, financial or real estate advice. Every effort is made to ensure that the material is accurate and up to date. However, we do not guarantee or warrant the accuracy, completeness, or currency of the information provided. User should make own inquiries and obtain independent professional advice before making any legal, financial or real estate decisions. Compareprojects.com is not liable for any loss, special, indirect or consequential damage, cost or expenses incurred or which may arise, negligence or other tortuous action for any reason whatsoever by any person using or relying on information in this product. Measurements, prices and locations are approximate and no responsibility is taken for any error, omission or misunderstanding in these particulars.

**41.Bulk Booking Disclaimer**

* 1. Company is an online portal and acts only as a facilitator between the User/Buyer / Investor and seller / developer/ Promoter and does not act as an agent of any of the parties unless mutually Agreed upon (User and Property Seller / Developer / Promoter). The transaction between the User and the Company is on principal-to-principal basis.
  2. The User in evaluating the appropriate stamp duty for Sale deed / M.O.U / Agreement for sale must seek independent legal advice. The User is responsible for the execution of any Sale deed / M.O.U / Agreement for sale, payment of stamp duty and is obligated to follow the applicable laws of the States in India where the property is situated in connection with the same. Company is not providing any opinion on the applicable laws on the Sale deed / M.O.U / Agreement for sale, and is not under any circumstances, directly or indirectly responsible or liable for the advice and assistance provided by any third-party including lawyer and service provider to the User or to the landlord.
  3. Company has not verified or have given any opinion as to the title of the owner of the property and/or condition of the property and User has approached the Company only after its own verification and due diligence as to the title of the property and/or condition of the Property.
  4. User and Seller / Developer / Promoter shall be responsible for any tax/duty/liability from any concerned authority related to the transaction between User / Buyer / investor and seller/ promoter/ developer, and the User shall indemnify the Company in case of any liability occurring in consequence of the same.
  5. Cancellation & Refunds: Orders once placed cannot be cancelled/refunded. In rare instances of the service not being fulfilled within a reasonable amount of time, the Company shall assess on a case-to-case basis and provide the best resolution possible, with no liability except refund of amount paid by the User / Buyer / Investor, if necessary.
  6. Company shall not be held responsible and cannot be a Party in case of any dispute between the User/ Buyer/ Investor and Seller/ developer/ Promoter and the User shall indemnify the Company for any claim / liability on Company in consequence of any such dispute between User and the Seller/ developer/ Promoter.
  7. All confidential information (including name, e-mail address, etc.) voluntarily revealed by the User is done at the sole discretion and risk of the User. The user authorizes the Company and any of its partners / vendors who may facilitate in the process of procurement and creation of the booking agreement to contact him/her via phone, email or WhatsApp. The use of User information is subject to the terms of the Company's Privacy Policy. Users hereby agree that the Company reserves the right to change these terms and conditions at any point of time without notifying the User.
  8. Company is not, directly or indirectly, selling stamp papers to any person but is only facilitating the completion of the transaction
  9. "User" or "Buyer/ investor" means a company, partnership, proprietorship or any individual person who is searching for a discount on property purchase and is willingly submitting their information and details on Company's portal in connection with the same.

**42. Home Loans**

1. The calculations shown in calculators are approximate values and are only for self-help and planning and the company does not guarantee the accuracy of the calculations, whereas the actual eligibility, EMI, rate of interests, payment schedule, offers etc. will depend on the Financial Institutions assessment of the applicants' profile.
2. All the rates of interest / EMI / tenures / fees / eligibility / offers etc. as displayed on the company portal are indicative only, and the actual rates of interest / EMI / tenure / fee / eligibility / offers, etc. offered by the Financial Institutions shall depend on their assessment of the Users' profile and may differ for different Users.
3. All confidential information (including name, mobile numbers e-mail address, property details etc.) voluntarily revealed by the User is done at the sole discretion and risk of the User. If such information, collected by the third party is misused or results in unsolicited messages from such third parties, then such actions are beyond the control and liability of the company and the company accepts no responsibility or liability whatsoever for such actions.
4. All the information related to Financial Institutions and their offerings have been gathered directly and / or from public sources and are subject to change at any time without prior notice Users shall be responsible to verify such information directly from the Financial Institutions and satisfy themselves before entering into any financial transaction or agreement.
5. The company is not responsible to mediate between User and the Financial Institutions in case of any dispute between them and the company shall not be held responsible and / or cannot be a Party in case of any dispute between the User and the Financial Institutions. The User shall indemnify the company in case the company suffers any loss/liability in consequence of any dispute between User and the Financial Institutions.
6. These terms and conditions are equally applicable to (i) home loans, (ii) loan against property (iii) balance transfer of home loans and loan against property and (iv) top up loans.
7. The company is neither providing confirmation nor giving any guarantee to the sanction of loan or quality of services to be rendered by the Financial Institutions.
8. Loan sanction / disbursal process, decision and timelines is at the sole discretion of the financial institutions to whom the application is submitted. The company is involved in the process as a third-party, to facilitate collection and submission of relevant documents from the User to the financial institution, and any process support and advisory thereof, and shall provide these services to the User on a best-efforts basis. If the loan is not sanctioned / approved and / or disbursed, or if there is a delay in the process by the Financial Institution, even after recommendation made by the company based on the information / details shared by the User, the company shall not be responsible or liable for the same, including refund of processing fee or any other form of fees or payment, if paid by the User to the Financial Institution.
9. The company could and would share User's information with the Financial Institutions and brokers / agents / builders to contact the User to fulfil User's requirement and further process
10. User / customer hereby agrees to accept these terms and conditions and authorize Compareprojects.com, hereafter referred to as "Company", (through its representatives) and Financial Institutions (through their representatives) to contact the User (through call / phone, email, SMS, other online mode, display, notifications) if the User has opted for Home Loan service through the company portal or tele calling or any other means.
11. The company shall have the right to retain a copy of information / details shared by the User in its system and such information shall be subject to the company privacy policy as per the prevailing laws and practice. Users hereby agree that the company reserves the right to change these terms and conditions at its sole discretion at any point of time without notifying the User.
12. Third Party Offers and promotions (in any form whatsoever) displayed on the company portal are intended for information and marketing purposes only and, whilst displayed in good faith the company shall not in any circumstances accept responsibility for their accuracy and validity. The company is not responsible for examining or evaluating the accuracy of these offerings and we do not warrant or endorse the offerings, promotions of any of the third-Party service Providers, or the content of their websites. It is the responsibility of the User to satisfy himself / herself as to the authenticity of any offers displayed on the company portal.
13. Fulfillment services including picking up the information / details / documents from the User and submitting to the financial institutions are available only in limiter cities and for Limited User profiles, and such services can be changed, suspended, or be made temporarily unavailable without notice.
14. The home loans are governed by the regulations and policies laid down by the Reserve Bank of India which may change from time to time. The User is advised to keep itself abreast of all developments in the arena of home loans. Compareprojects.com will not be liable for any act or omission on the part of the User or the financial institution.
15. The User understands and acknowledges that the Company does not collect any form of payment, in cash or any other mode, for home loan services from the User. Any payments where applicable, are required to be made directly to the financial institutions and not to the Company representative, as processing fees or any other charges by way of Cheque in favor of relevant Financial Institution. The Company shall not be liable for any cash / direct payments made to the Financial Institution through any of these modes, or to the Company's employees despite adverse advisory to the User to this effect.
16. The company shall be under no duty to examine, inquire into, or pass upon the validity, effectiveness or correctness of any information, or any document furnished pursuant hereto or in connection herewith, and company shall be entitled to assume that they are valid, effective and correct and that if any information be found untrue, the user's loan application can be rejected by the Bank at their Sole discretion.

**43.Legal Services**

* 1. "Service Provider" means a company, partnership, proprietorship or any individual person engaged in the business of providing Legal Services and has agreed to provide such services to the User based on the details of the User provided to the Service Provider by the Company. However, the Service Provider is an independent service provider and is not an agent/employee of the Company and/or directly or indirectly related to the Company.
  2. User" means an individual, company, partnership or proprietorship who is purchasing the Legal Services on Company's portal which will be provided by the Service Provider and is willingly submitting their information and details on Company's portal in connection with the same.
  3. All confidential information (including name, e-mail address, property address etc.) voluntarily revealed by the User is done at the sole discretion and risk of the User. User agrees for the Service Provider or their representatives to contact the User via phone, email or WhatsApp. Use of User's information is subject to the terms of Company's Privacy Policy. User hereby agrees that the Company reserves the right to change these terms and conditions at any point of time without notifying the User.
  4. User agrees to the company's Privacy Policy by purchasing the desired package/service from the Service Provider of his choice on the Company's portal. User hereby agree that the Company reserves the right to change these terms and conditions at any point of time without notifying the User.
  5. Company carefully screens its Service Providers and onboards only those who have an impeccable service record in the industry. Company continues and will continue to take utmost care in on-boarding Service Providers and monitoring their service quality as per the agreed terms; however, Company cannot be directly held liable for any service quality guarantees.
  6. Company shall not be held responsible and cannot be a Party in case of any dispute between the User and the Service Provider and the User shall indemnify the Company for any claim / liability on Company in consequence of any such dispute between User and the Service Provider.
  7. User shall ensure to satisfy themselves with the information / report received from Service Provider in connection with the Legal Services purchased on the Company's portal. If there are any issues or shortcoming in such information / report, the User can address it directly with the Service Provider, and the Company shall also make best efforts to resolve the User concerns. However, the final responsibility to addressing these concerns rests with the Service Provider. Company's endeavor is to offer a great experience for the User. However, due to the nature of the services advertised, the Company cannot be directly held liable for any quality grievances.
  8. Compareprojects.com IT services **("Company")**is an online portal and acts only as a connector / facilitator between the "User" and the "Service Provider" (defined in the following clauses) for Legal Services and does not act as an agent of any of the parties. The transaction between the User and the Company is on principal-to-principal basis.
  9. Cancellation and Refunds policy:-
     1. Any cancellation made by the User prior to the start of verification service, where none of the documentation/ information (as required by the Service Provider for providing legal services) has been provided, shall be eligible for 100% refund.
     2. In rare instances of the service not being fulfilled within a reasonable amount of time or there being obvious lapses in the service delivery quality, the Company will assess the case and provide the best resolution possible, with no liability except refund of amount paid by the User, if necessary.
     3. Any cancellations made by the User prior to the start of verification service, where partial/some of the documentation/ information (as required by the Service Provider for providing legal services) is provided, shall be eligible for 50% refund.
     4. Any cancellation made by the User where all documentation/ information (as required by the Service Provider for providing legal services) has been provided, shall not be eligible for any refund.

**44.Dispute Resolution**

If any dispute arises between a user/users and Compareprojects.com arising out of use of the website or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of these terms and conditions, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party. Decision of the Arbitrator shall be final and binding on both the parties to the dispute. The place of arbitration shall be Delhi. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings.

**45.Property Inspection**

* 1. "Service Provider" means a company, partnership, proprietorship or any individual person engaged in the business of providing property inspection services and has agreed to provide such services to the User (defined in the following clause) based on the details of the User provided to it by the Company.
  2. User" means a company, partnership, proprietorship or any individual person who is purchasing the services of a Service Provider for property inspection services on Company's portal and is willingly submitting their information and details on Company's portal in connection with the same.
  3. All confidential information (including name, e-mail address, property address etc.) voluntarily revealed by the User is done at the sole discretion and risk of the User. User agrees for the Service Provider or their representatives to contact the User via phone, email or WhatsApp. Use of User's information is subject to the terms of Company's Privacy Policy. User hereby agrees that the Company reserves the right to change these terms and conditions at any point of time without notifying the User.
  4. Company carefully screens its Service Providers and onboards only those who have an impeccable service record in the industry. The Company continues and will continue to take utmost care in on-boarding Service Providers; however, Company can't be held liable for any service quality guarantees.
  5. Compareprojects.com IT services shall hereinafter refer to as the “**Company".**
  6. User shall ensure to satisfy themselves with the information / report received from Service Provider. If there are any issues or shortcoming in such information / report, the User can address it directly with the Service Provider, and the Company shall also make best efforts to resolve the User concerns. However, the final responsibility to addressing these concerns rests with the Service Provider. Company's endeavor is to offer a great experience for the User. However, due to the nature of the services advertised, the Company cannot be held liable for any quality grievances.
  7. Company shall not be held responsible and cannot be a Party in case of any dispute between the User and the Service Provider and the User shall indemnify the Company for any claim / liability on Company in consequence of any such dispute between User and the Service Provider.
  8. Company is an online portal and acts only as a connector between the User and Service Provider for property inspection services and does not act as an agent of any of the parties (User and Service Provider"). The transaction between the User and the Company is on principal-to-principal basis.