

## **Terms and Conditions**

This website, [www.propshots.in](http://www.propshots.in), (hereinafter referred to as "PropShots") is owned, hosted and operated by Bullish Ventures LLP (hereinafter referred to as BVL), a company incorporated in India under the Companies Act, 1956 and having its registered office at House no. 16, First Floor, Sector-45, Gurgaon, Haryana-122003. These terms and conditions regulating use of these Services constitute a legally binding agreement between PropShots and the User (the "Agreement").

### **Terms and Conditions**

PropShots and/or any other website(s) linked to this website is an online information and communications service provided to you, subject to your compliance with the terms and conditions set forth below.

PLEASE READ THIS DOCUMENT CAREFULLY. BY ACCESSING OR USING PropShots, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS OR USE PropShots. IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS, PLEASE CONTACT ([support@PropShots.in](mailto:support@PropShots.in) )

BVL may amend/modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting of the modified terms and conditions on PropShots. You may review the modified terms and conditions periodically to be aware of such modifications and your continued access or use of PropShots, shall be deemed conclusive proof of your acceptance of these terms and conditions, as amended/modified from time to time. BVL may also suspend the operation of PropShots for support or technical upgradation, maintenance work, in order to update the content or for any other reason.

If you utilize PropShots in a manner inconsistent with these terms and conditions, BVL may terminate your access, block your future access and/or seek such additional relief as the circumstances of your misuse may be deemed to be fit and proper.

### **Definitions**

The term Subscriber would include any person, whether an individual or a legal entity who has subscribed to the Services of PropShots (whether on a paid or free basis), and to whom the access to PropShots is restricted by the use of a sign in user name and a password. The username and password are either allotted by PropShots or chosen by the Subscriber or agreed upon by PropShots. It is made abundantly clear that only the authorised User has the right to access the Services so offered by PropShots.

The term Browser/Visitor will mean and include a person who utilizes any of the Services offered by PropShots, without the need or a requirement to create an account i.e. visits non-restricted portions of PropShots.

The use and access to PropShots shall be subject to these terms and conditions. For the purposes of this Agreement, any person who does not have a legal or a contractual right to access the Services, but does so, will fall within the definition of an 'unauthorised user' and will nevertheless be subject to the terms and conditions regulating the usage of PropShots, and expressly so with respect to respecting the intellectual property rights of the BVL, and abiding by terms and conditions below mentioned.

The terms 'User' and 'Customer' would include both the Subscriber/Advertiser(s) and Browser/Visitor(s)

The terms 'Service' or 'Services' would mean to include the interactive online information service offered by PropShots on the internet through which the user may access information carried by PropShots in the database maintained by it. The terms would also include to mean the search tools through which the User can search through the hosted databases and information using a number of search tools that are present with a selection matching their search criteria. The term would also include services by way of space used by customers for advertisements such as listings and banners. Users then select one or more of the items presented to view the full document/ record. The term Service does not extend to PropShots acting as an agent either express or implied on behalf of any User/Customer and is merely acting as a medium of information exchange.

The term RERDA shall mean and include [the Real Estate \(Regulation and Development\) Act, 2016](http://mhupa.gov.in/User_Panel/UserView.aspx?TypeID=1535) ([http://mhupa.gov.in/User\\_Panel/UserView.aspx?TypeID=1535](http://mhupa.gov.in/User_Panel/UserView.aspx?TypeID=1535)) as amended read with any rules or regulations that might be framed thereunder.

The term LMA shall mean and include the Legal Metrology Act, 2009 (<https://consumeraffairs.nic.in/acts-and-rules/legal-metrology/the-legal-metrology-act-2009>) as amended read with any rules or regulations that might be framed thereunder.

### **SUBMISSION AND ADMINISTRATION OF LISTINGS/ADVERTISEMENTS**

Any User agrees not to submit any property descriptions, photographs, financial, contact or other information contained in each property's data to PropShots unless the User submitting such a Listing/Advertisement has acquired received all necessary rights and authorizations from the owner of such property or the power-of-attorney holder, including from the photographer and/or copyright owner of any photographs, to publish and advertise the said Property(s) on the User's website or on PropShots. Similarly, PropShots doesn't take any ownership, directly or indirectly towards any person whatsoever, with respect to banners hosted on its website by its customers, which are strictly in the nature of sale of space by PropShots & it has not carried out any independent verification on the authenticity or compliance requirements, as may have been required under any law for the time being in force, of such images/ banners/ listings. In case a User is covered under the RERDA, it shall have to ensure adherence of all compliance necessary, including but not limited to obtaining the necessary registrations etc. The User shall disclose all material information as required by LMA and in respect of their registrations under RERDA and all such property(s) submitted including the present status and nature of such property and shall also disclose whether the property is free from all encumbrances or not. The User in addition shall furnish a brief background of such property in respect of title, ownership and possession, BVL may also require the User to support his/her claims with respect to the status of the property with such documents as may be specified by it from time to time. The User may further be required to substantiate his claims as to the nature and status of the property by swearing an affidavit stating the authenticity of the information/data so provided/displayed. BVL may, at its sole discretion but without any obligation to, search for such and remove properties that are alleged to have been submitted in violation of this provision. In addition, BVL may require additional evidence of compliance with this provision from Users who are alleged to have submitted properties or other information/data in violation of these terms and conditions. BVL will, in its sole discretion, terminate the accounts of, and refuse Service to, any User who repeatedly or intentionally violates these terms and conditions . Additionally, the User agrees to allow the Property listing, or any part of it, to be searched, displayed, accessed, downloaded, copied, and otherwise referred to by users of the User's website or the PropShots website. BVL shall have the sole authority to choose the manner in

which any Property will be searched, displayed, accessed, downloaded, copied, and otherwise used on PropShots and BVL shall have the right to modify the property listing in the exercise of its rights under these terms and conditions. In addition to the terms aforementioned the User agrees

(a) to represent and warrant that all Properties and associated information provided by the User will be accurate;

(b) that the User will not permit the posting of a property on PropShots under a name other than the name of a real estate agent who has been duly authorized and engaged by the owner of the property in this regard;

BVL shall place the information relating to properties at defined sections of PropShots or such other mirror or parallel site(s). BVL reserves, in a manner consistent with reasonable commercial business practices, the right to remove all or any part of the Properties posted on the User's website or on PropShots without notice. BVL accepts no responsibility for checking/verifying the accuracy of reports or data files submitted by the User. While BVL shall take all reasonable efforts for data backup and business resumption, the User will be solely responsible for retaining back-up copies of all information, photographs and other materials furnished/submitted to PropShots.

Users, who are buying/renting property/properties through PropShots, must verify details the property/properties as well as its right, title, ownership, lien etc. on their own.

### **Payment Terms**

Payments for the Services offered by PropShots shall be on a 100% advance basis. The payment for Service once subscribed to by the subscriber is not refundable and any amount paid shall stand appropriated. Refund if any will be at the sole discretion of Bullish Ventures. BVL offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Users card/bank accounts. User acknowledges and agrees that BVL/PropShots.in, 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 or payable by a subscriber/user against any amount(s) payable by User to BVL under any other agreement or commercial relationship towards other products/services. Bullish Ventures gives no guarantees of server uptime or applications working properly. All is on a best effort basis and liability is limited to refund of amount only. Bullish Ventures undertakes no liability for free Services. Bullish Ventures reserves its right to amend / alter or change all or any disclaimers or terms of agreements at any time without any prior notice. All terms / disclaimers whether specifically mentioned or not shall be deemed to be included if any reference is made to them.

BVL uses the maximum care as is possible to ensure that all or any data / information in respect of electronic transfer of money does not fall in the wrong hands. For completing online transactions involving payments a user is directed to a Payment Gateway, Bullish Ventures does not store or keep credit card data. Since the transaction happens on a third-party network not controlled by Bullish Ventures, once a payment transaction has been completed in any mode, the payment information is not accessible to anyone at Bullish Ventures after completion of the on-line transaction at the Payment Gateway, this ensures the maximum security.

Bullish Ventures shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any information concerning the user's account and / or information relating to or regarding online transactions using credit cards / debit cards and / or their verification process and particulars nor for any error, omission or inaccuracy with respect to any information so disclosed and used whether or not in pursuance of a legal process or otherwise.

### **Refund in failed transactions**

Though BVL payment reconciliation team works on a 24 x 7 basis, BVL 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. Refunds in the event of wrong/objectionable property content being posted on the site would be at the discretion of PropShots.

If you utilize PropShots in a manner inconsistent with these terms and conditions, BVL may terminate your access, block your future access and/or seek such additional relief as the circumstances of your misuse may be deemed to be fit and proper.

### **USE OF INFORMATION**

User agrees to treat all information obtained from the Service, including listings, member directory, and any information otherwise made available to User in the Service ("Content") as proprietary to PropShots. User agrees that Content reserved for members will be maintained as confidential and shall be protected as a trade secret of PropShots. PropShots does not ensure the accuracy of, endorse or recommend any Content and a User uses such Content at the User's own risk. A User may access the listings/advertisements in the Service solely to obtain initial information from which further evaluation and investigation may commence. User shall limit access to and use of listings to personal and internal use, and shall not use listings obtained from the Service for further distribution, publication, public display, or preparation of derivative works or facilitate any of these activities in any way. User shall not use or reproduce any Content that is obtained from the Service, or that is otherwise made available to User in the Service, for or in connection with any other listing/advertising Service or device. User further shall not use the Service provided by the company in any other manner for or in connection with any other listing Service or device. Users violating these specific terms, specifically those Users searching the Service in an abusive or excessive manner, by automated or manual means, shall be subject to immediate termination of their membership without notice.

### **INTELLECTUAL PROPERTY RIGHTS**

All logos, brands, trade marks and Service marks ("Marks") appearing in PropShots are the properties either owned or used under license by BVL and / or its associates. All rights accruing from the same, statutory or otherwise, wholly vest with BVL / its associates. The access to PropShots 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.

BVL respects the Intellectual Property Rights of all, it has and will continue to adhere to all the laws applicable in India in this respect. BVL 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 PropShots as a platform to infringe the Intellectual Property Rights of others, BVL will be free to terminate this Agreement forthwith without any notice to the user.

By allowing Users to access PropShots, BVL grants the Users a limited, 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.

### **RESTRICTIONS/ PROHIBITIONS**

You hereby expressly agree not to:

- (a) Utilise the Services offered by PropShots in any manner so as to impair the interests and functioning of BVL/PropShots and which is non-compliant with laws and regulations including RERDA.
- (b) Access data not intended for you or log into server or account that you are not authorized to access;
- (c) Attempt to probe, scan or test the vulnerability of a system or network;
- (d) Attempt or breach security or authentication measures without proper authorization;
- (e) Attempt to interfere with, access to any other user including but not limited to by submitting a virus of any kind or Trojan horse to PropShots, overloading, Flooding, mail bombing or crashing;
- (f) Copy, distribute, download, display, perform, reproduce, modify, edit, alter, enhance, broadcast or tamper with in any way or otherwise use any material contained in PropShots except as permitted;
- (g) Copy and distribute this information on any other server, or modify or re-use information, text, graphics, sound, etc. on PropShots to any other system. No reproduction of any part of PropShots may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or PropShots, whether in hard copy or electronic format, including postings to any other PropShots; or
- (h) Remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from PropShots or link to PropShots, without our express written consent.
- (i) The user shall not utilise the Services offered by PropShots in any manner so as to impair the interests and functioning of BVL/PropShots. The user undertakes not to duplicate, download publish, modify and distribute material on PropShots.in unless specifically authorised by BVL in this regard. The user undertakes not to establish any deep link or other connection to any specific page of PropShots other than the Home Page without obtaining prior consent of BVL. BVL strictly forbids copying, duplicating web pages or content using any automated process such as spiders, crawlers etc. or through any manual process for a purpose which has not been authorised in writing.
- (j) users undertake that the Services offered by PropShots shall not be utilised to upload, post, email, transmit or otherwise make available either directly or indirectly, unsolicited bulk e-mail or unsolicited commercial e-mail. BVL is not obligated to but reserves the right to filter and monitor and block the emails

sent by you/user using the servers to maintained by BVL to relay emails. All attempts shall be made by BVL and the user to abide by International Best Practices in containing and eliminating Spam.

The User / subscriber / visitor to PropShots or affiliated site(s) is prohibited from uploading, posting, transmitting, updating or sharing any information that:

- belongs to another person and to which the user does not have any right to;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harm minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonate another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

Violations of system or network security may result in civil or criminal liability.

### **LINKS TO THIRD PARTY WEB SITES**

PropShots may provide links to other third-party World Wide Web sites or resources. BVL makes no representations whatsoever about any other Web site you may access through PropShots.

### **DISCLAIMER AND WARRANTIES**

PropShots is an intermediary as defined under sub-clause (w) of Section 2 of the Information Technology Act, 2000.

THE CONTENT OF PropShots IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

BVL AND ANY THIRD PARTY PROVIDING MATERIALS, SERVICES OR CONTENT TO THIS WEBSITE, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, COMPLETENESS OR ACCURACY OF THE INFORMATION, UPDATE OR CORRECTNESS OF THE INFORMATION, FREEDOM FROM COMPUTER VIRUSES, OTHER VIOLATION OF RIGHTS REGARDING SERVICES, PRODUCTS, MATERIAL AND CONTENTS OF PropShots.

Views expressed by the Users are their own, BVL 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 your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, Services, real estate and other related information listed on the website. BVL does not warrant that the access to website will be uninterrupted or error-free or that defects in website will be corrected.

BVL offers no guarantee no warranties that there would be satisfactory response or any response at all, once the listing/banner is put on display. Any payments made to BVL/PropShots are solely for the purposes of display of the property advertised.

Users are strongly advised to independently verify the authenticity of any Pre-Launch offers received by them. BVL 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.

No information contained herein shall constitute an invitation or an offer to invest in BVL or any of its Affiliates. Further, nothing contained in PropShots should be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and BVL makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise.

PropShots is controlled and operated from India and BVL makes no representation that the materials are appropriate or will be available for use in other parts of the World. If you use PropShots from outside India, you are entirely responsible for compliance with all applicable local laws as well as international conventions and treaties.

BVL offers products, Services, content and various other functionalities through PropShots and its affiliate sites to specific regions worldwide. The Services offered in one region may differ from those in other regions due to availability, local or regional laws or legal impediments and other considerations/factors. BVL does not make any warranty or representation that a User in one region may also obtain the Services as provided in another region. Information on PropShots may contain references to products, programs or Services that are not announced or available in your country. Such references do not in any manner imply that BVL intends to announce, launch or provide such products, programs or Services in your country.

#### **LIMITATION OF LIABILITY**

BVL will not be liable for any damages of any kind arising out of or relating to the use or the inability to use PropShots, its content or links, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delay in operation or transmission, computer virus, line failure and all other direct, indirect, special, incidental, punitive, loss of profit, exemplary or consequential damages whether based on warranty, contract, tort or any other legal theory including Force Majeure, and whether or not, such organizations or entities were intimidated or advised of the possibility of such damages.

BVL assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorised access to or alteration of User's data/information. BVL shall not be responsible for any problem or technical malfunction on-line-



systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problem or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to any User and/or Members or to any other person's computer related to or resulting from participating or downloading materials/information from the website.

Unless otherwise specified and notwithstanding anything contained in any other agreement or arrangement, by whatever name called, the performance obligation of BVL (service provider) is to provide access of its on-line portal to the customer for the duration of the subscription period & reference to any usage, by whatever name called or any other performance obligation, if any, is to provide the upper limit for consumption, which by itself, does not create any additional performance obligation upon BVL.

### **TERMINATION**

BVL may, without notice in its sole discretion, and at any time, terminate or restrict your use or access to PropShots (or any part thereof) for any reason, including, without limitation, that BVL based on its judgement and perception believes you have violated or acted inconsistently with the letter or spirit of these terms and conditions or any applicable law.

### **INDEMNIFICATION**

Submissions and unauthorized use of any information(s)/materials contained on PropShots may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations thereto and other applicable laws, statutes and its rules and regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password.

You agree to defend, indemnify, and hold harmless, BVL and/ or its associates, subsidiaries, their officers, directors, employees, affiliates, licensees, business partners and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of PropShots material or your breach of these terms and conditions or any applicable law.

BVL will not be party to any legal proceedings between parties contracted through these Services. In case BVL is sought to be implicated in any legal proceedings, costs will be recovered from the party that names BVL as a party to such proceedings. BVL shall abide with any court order served on it through due process.

### **PRIVACY POLICY**

The user of PropShots is subject to PropShots Privacy Policy (<https://www.PropShots.in/company/privacy>)

### **ARBITRATION**

If any dispute arises between a user/users and BVL 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 identified by BVL. 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.



## **SEVERABILITY OF PROVISIONS**

THIS AGREEMENT between you and BVL governs your use of PropShots. If any provision of these PropShots terms and conditions or part thereof is inconsistent with or is held to be invalid/void by or under any law, rule, order or regulation of any Government or by the final adjudication of any court, such inconsistency or invalidity shall not affect the enforceability of any other provision of the terms and conditions.

## **WAIVER**

The failure of BVL to exercise or enforce any right or provision of the terms and conditions of use shall not constitute a waiver of its right to enforce such right or provision subsequently.

## **GOVERNING LAW**

By accessing PropShots you agree that the laws prevailing in India shall be the governing laws in all matters relating to PropShots as well as these terms and conditions.

## **JURISDICTION**

Courts at New Delhi, India alone shall have the exclusive jurisdiction in all matters relating to PropShots and these terms and conditions, irrespective of the territory and jurisdiction of your access to PropShots.

BVL does not routinely monitor your postings to the web site but reserves the right to do so. However, if BVL becomes aware of an inappropriate use of PropShots or any of its Services, BVL will respond in any way that, in its sole discretion, BVL deems appropriate. You acknowledge that BVL will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, BVL will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

BVL reserves all other rights.

## **VIOLATIONS**

Please report any violations of these terms and conditions to BVL at [support@PropShots.in](mailto:support@PropShots.in)