# Matrabhumi.homes

### Terms of Use

These terms of use ("Terms") constitute a legally binding agreement between you and AnyTechPros InfoTech LLP (the "Company/ We/ Matrabhumi.Homes or Us") regarding the use of the web application/ website www.matrabhumi.homes (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").

Your use of the Site and services and tools are governed by the following Terms & Conditions which are incorporated herein. By mere use of the Site, you shall be contracting with AnyTechPros InfoTech LLP, the owner of the Platform. These terms and conditions, including the policies, constitute your binding obligations with AnyTechPros InfoTech LLP. Therefore, it is imperative that before using the platform you acquaint yourself and understand the applicability and consequential application of these terms & conditions.

When You use any of the services provided by Us through the Platform, including but not limited to, (e.g. Product Reviews, Seller Reviews), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into these Terms and shall be considered as part and parcel of these Terms.

AnyTechPros InfoTech LLP 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 AnyTechPros Infotech. You may review the modified terms and conditions periodically to be aware of such modifications and your continued access or use of AnyTechPros InfoTech LLP, shall be deemed conclusive proof of your acceptance of these terms and conditions, as amended/modified from time to time. AnyTechPros InfoTech LLP 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.

# **Defined Terms:**

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

"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 Madhya Pradesh.

"Company": is defined as AnyTechPros InfoTech LLP ("the Company") an existing Company under the Limited Liability Partnership Act, 2008 and having its corporate office at 238, Royal Krishna Bungalow AB Road Indore 452010., along with its unit for the Company's website anytechpros.com.

"Date of Commencement" is the date indicating the acceptance of the application by the User to the service.

"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.

"Matrabhumi " is defined as the internet website or mobile application of the Company at www.matrabhumi.homes under the AnyTechPros Infotech LLP Company

"My Subscriptions" contains time to time information and a description of the Services for the User provided by the Company in writing or contained on the website Matrabhumi.homes.

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.

"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.

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.

#### • Term:

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.

# Services:

Company provides a number of internet-based services through its platform and shall include Posting User profile or listing for the purpose of sale/rental of property, and related property services etc.

Find a property through Matrabhumi. Homes and its internet links.

Place a print advertisement in any of the group publications through the www.Matrabhumi.homes site.

Post advertisements on Matrabhumi.homes.

Send advertisements and promotional messages through emails and messages.

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

# • 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 limited to complete name, age, email address, residential address, and contact number.

### PG Listing and PG Platform:

The User is solely and completely responsible to verify the accuracy, reliability and genuineness of the listing made on MBH, MBH 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.

That the package bought from MBH can be used to post regular as well as PG listings on the current Matrabhumi. Homes Platform only till the launch of the new PG platform. In this case, however, if the User has any portion remaining of his/her/its package, User can use it only in the current Matrabhumi platform for listings other than PG.

That all PG listings will be visible on the current platform. However, post launch of PG Platform, these listings would be migrated to the new platform and shall be visible till the expiry duration of the listings.

That the User, who buys a separate PG pack, hereby agrees that in order to improve genuine listings and have authorized Sellers, the Company mandates the agent(s) posting listings against specific PGs to obtain NOC from the PG owners or Operators.

PG owners or Operators shall be required to complete KYC as per Matrabhumi policy.

# Subscription Fees

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.

Liability for the Subscription Fees shall accrue from the Date of Commencement.

All 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 there is a change in policy as per discretion of the Company.

# Payment & Refund clause

For all services bought, 60% of the order amount would be towards the activation/administration fees & the rest 40% would be refunded on a pro-rata basis in case of cancellation considering the usages of the services. The 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 Matrabhumi. Homes for processing such a refund. It is made clear that all refunds are subject to the discretion of Matrabhumi Homes and cannot be claimed as a matter of right.

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.

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 the Company's deciding the dispute in the User's favour, the Company shall refund to the User any excess amount paid by the User without any interest.

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.

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

#### Owner's Services:

The Owner's Service once subscribed shall be non-refundable, however, the Company may refund the amount in the event a property is not linked with the package so bought. In such an event 60% of the order amount would be towards the activation/administration fees and shall be forfeited & the rest 40% 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 Matrabhumi. Homes for processing such refund.

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.

# Charge Back Policy

Payment for the services offered shall be on a 100% advanced basis.

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

A refund, if any, will be at the sole discretion of the Company only.

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.

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 online transactions, the problems with Internet infrastructure currently available and working days/holidays of financial institutions.

### Cancellation

The 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.

For Platinum listing packages, 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.

# SECURITY

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.

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).

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

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.

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.

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.

The User shall not use any software to automatically download or/and extract either a complete or/and partial listing from Matrabhumi. Homes database without prior consent from Matrabhumi. Homes/AnyTechPros Infotech LLP in writing.

Matrabhumi.homes 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.

Obligations and Representations of User/Subscriber

To provide accurate, complete and correct registration data on initial application for the Services.

The User agrees that any data entered on the Site will be subject to mandatory verification process by the Company.

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.

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.

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).

The User shall be solely responsible for all information retrieved, stored and transmitted by him.

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.

The User shall be responsible for all the activities that occur on his/its display name and password.

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.

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.

The User shall promptly make the payment to the Company towards the Subscription Fees as and when it becomes payable.

To ensure that he/she is above 18 years in age and competent to enter into the contract.

The User shall be responsible for the set-up or configuration of his equipment for access to the Services.

User hereby declares that he/it is fully aware that the online advertisements placed with Matrabhumi. Homes shall be reflected after 48 hours and agrees to the stipulated 48 hours processing.

The User agrees that any data entered into herein can and shall be saved, used and commercially exploited by AnyTechPros Infotech LLP as deemed fit by them.

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 Matrabhumi. Homes 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 number, etc. The User Data shall be deemed to be the property of Matrabhumi. Homes. The User shall take all reasonable efforts to ensure that it is accurate and complete and not misleading in any manner.

The User will indemnify AnyTechPros InfoTech LLP 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.

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 endeavour 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.

User of the website agrees to indemnify and keep AnyTechPros InfoTech LLP 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.

#### **Prohibited Actions**

User is restrained from allowing any person other than the authorized person(s) named in the application form to use the Service.

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.

The User shall use the Service only for the purpose for which it is subscribed.

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.

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.

The User shall not use the Service for any unlawful and fraudulent purpose.

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.

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.

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.

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.

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.

The User shall not violate, or attempt to violate the security of the Site and/or any web sites linked to Matrabhumi. Homes 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.

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.

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.

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.

The Users shall avail Services on Matrabhumi. Homes 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.

Company strongly opposes spam, which floods the Internet with unwanted and unsolicited email and deteriorates the performance and availability of the Matrabhumi. Homes site. All forms of spam, or any other activities that have the effect of facilitating spam, are strictly prohibited.

Company also prohibits the use of another internet service to send or post spam to drive visitors to your site hosted on or through Matrabhumi. Homes 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.

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.

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.

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.

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.

You agree that You shall not host, display, upload, modify, publish, transmit, update or share any information on the Site, that:

belongs to another person and to which the user does not have any right.

is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;

is harmful to Child,

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 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;

impersonates another person

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 cognizable offence or prevents investigation of any offence or is insulting any foreign States;

contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;

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

Use of Information/Data Supplied

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

All copyright and/or know-how and/or any other related intellectual property rights to the Services of Matrabhumi. Homes 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 Matrabhumi. Homes 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.

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.

Retain all data or/and information supplied by the User while using the Service to remain at Matrabhumi. Homes 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.

"By entering Mobile Number on Matrabhumi. Homes Online Portal i.e. Matrabhumi. Homes 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 number 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 number, and not agreed any of the terms stipulated herein, he/she shall not submit his/her mobile number with Matrabhumi.Homes."

# Intellectual Property Rights In Progress

All logos, brands, trademarks and Service marks ("Marks") appear in Matrabhumi. Homes are the properties either owned or used under license by Matrabhumi or its associates. All rights accruing from the same, statutory or otherwise, shall wholly vest with Matrabhumi. Homes and its associates. The access to Matrabhumi. Homes 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.

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

By allowing Users to access Matrabhumi. Homes, 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.

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. Furthermore, 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.

### Confidentiality

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.

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.

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.

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.

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.

The User has access to only his/its own data and information stored in the database of Matrabhumi. Homes (subject to prior confirmation of identity) and nothing more. The User may edit or amend such data and information from time to time.

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.

#### Variation

The right to amend vary or change the terms and conditions contained herein and in the Services guide at any time exclusively rests with the Company.

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 Matrabhumi. Homes. 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.

#### Discontinuation or Modification to Services

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.

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.

#### 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 Matrabhumi. Homes. 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.

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 AnyTechPros InfoTech LLP. Your link or use of any such website entirely at your own risk.

The Company does not:

Make any warranty, express or implied, with respect to the use of the links provided on, or to, Our Site;

Guarantee the accuracy, completeness, usefulness or adequacy of any other website, services, goods or advertisements that may be linked to Our Site; or

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 AnyTechPros InfoTech LLP. 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.

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").

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.

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 centre, and other services, pursuant to independent contracts executed by it with the Third Party Providers.

Company neither make any representation or warranty as to specifics (such as quality, value, saleability, 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.

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.

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.

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.

Company is not responsible or liable to anyone for discontinuation or suspension of access to, or disablement of any Third Party Service.

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.

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.

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.

REFUNDS: We do not offer any refunds against goods purchased from the Platform for Third Party Services.

#### Termination

Either party to this agreement may terminate the Agreement by giving prior notice of 30 days in writing.

It shall be on the discretion of the Company that the period of notice of 30 days may be waived or a shorter period of notice may be accepted in writing from the User.

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.

# **Liabilities upon Termination**

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.

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.

### Suspension of Service

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.

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.

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.

### Money back Policy

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 Matrabhumi. Homes or by writing to moneyback@Matrabhumi. Homes or by calling the customer care number.

For claiming any money back, there should be at least one property posted using the package.

User shall be first offered an extension of duration for the Listing that was posted using Moneyback Package for Free, to evaluate the responses again.

If the user is still not satisfied with the responses offered after the duration is extended, Moneyback shall be initiated by the Company.

Moneyback can be initiated within the lifetime of the listing (i.e. 60 days from date of posting).

Moneyback can only be initiated against the same Order ID & Customer Name as mentioned during Order Booking.

Order Booking should be in the Client's name as the refund will be processed in the same name.

For orders that were paid through online payment modes, the refunds will be processed after deduction of charges incurred by the Payment Gateway.

Refunds will be processed within 30 business days from receipt & acceptance of all relevant documents.

# **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. Matrabhumi.Homes 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.

#### Personal Information

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

## **ERRORS, INACCURACIES AND OMISSIONS**

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).

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.

# Disclaimer

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.

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.

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 Matrabhumi. Homes 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.

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 Matrabhumi. Homes. 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 Matrabhumi. Homes 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 effected only on the receipt of application regarding the same in writing.

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

The content of Matrabhumi. Homes is provided "as is" and on an "as available" basis, without warranties or representations of any kind, either express or implied.

Views expressed by the Users are their own, Matrabhumi. Homes 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. Matrabhumi. Homes does not warrant that the access to website will be uninterrupted or error-free or that defects in website will be corrected.

Matrabhumi. Homes offers no guarantee no warrantees that there would be satisfactory response or any response at all, once the listing/banner is put on display.

Users are strongly advised to independently verify the authenticity of any Pre-Launch offers received by them. Matrabhumi. Homes 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 Matrabhumi. Homes or any of its Affiliates. Further, nothing contained in Matrabhumi. Homes should be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and MATRABHUMI. HOMES makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise.

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 are 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.

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.

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 Matrabhumi. Homes. For any third party product or service which customer/user will buy through Matrabhumi. Homes, the Customers/Users of Services shall take full responsibility to deal with third parties respective vendors at their own risk, cost and liability.

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.

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 circumstances. We shall not be liable for any losses suffered as a result of relying on our value estimates.

The company will not be liable for any time difference arising between a message released through a gateway/ server (provided to Matrabhumi.Homes) and such message finally reaching the User from the concerned service provider.

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.

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-fulfilment by the Advertiser in this regard.

The Platinum Listing is listed for a period of two weeks only from the day the Order is activated. The 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.

The 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.

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 Matrabhumi. Homes 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 Matrabhumi. Homes and/or the internet.

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 pretences 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 Matrabhumi. Homes 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.

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.

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. Matrabhumi. Homes will not be responsible for any claims arising out of the use of any information displayed herein.

AnyTechPros InfoTech LLP 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 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. Matrabhumi.Homes is only communicating the offers and not selling or rendering any of those products or services. The 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. AnyTechPros InfoTech LLP 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 AnyTechPros InfoTech LLP in any manner.

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 successors.

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.

Matrabhumi. Homes 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. Matrabhumi. Homes is a platform for advertising and does not vouch for the project or the details provided in the advertisement.

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.

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.

Matrabhumi. Homes does not endorse any of the opportunities that appear on this website nor make any recommendations regarding the 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 Matrabhumi. Homes 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 a 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 Matrabhumi. Homes. It is the responsibility of the recipient to verify the integrity and authenticity of the information made available before making any investment.

# Limitation of Liability

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 the 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.

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.

The 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.

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 Matrabhumi. Homes mobile application on your mobile phone.

# 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 Matrabhumi. Homes whether directly or indirectly.

#### **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@Matrabhumi.Homes or Mr. Ritesh Pandey ("Grievance Officer"). Mr. Ritesh Pandey (Grievance Officer)

www.Matrabhumi.Homes

AnyTechPros InfoTech LLP

Email: grievance@Matrabhumi.Homes

Non-exclusive Remedy

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.

Waiver

The failure of the 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 endeavour 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.

**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.

Governing Law and Jurisdiction

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.

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.

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.

This Agreement and any dispute or matter arising from incidental use of Matrabhumi. Homes is governed by the laws of India and the User and Matrabhumi. Homes hereby submit to the exclusive jurisdiction of the courts at Madhya Pradesh, India.

# 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 endeavour to make Matrabhumi. Homes an enjoyable and effective experience for all our users. If the User observe material or behaviour that may violate one of the Matrabhumi. Homes Terms & Conditions, please write to us. This will go a long way in enhancing our service!

# **Privacy Policy**

Matrabhumi. Homes respects the privacy of its users and is committed to its protection. Click here to read the Privacy Policy.

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 Matrabhumi. Homes. The information so collected in the database through these campaigns refers to the property details, email address and names of the user. Matrabhumi. Homes 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 Matrabhumi. Homes 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.

# Prop Worth 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. Matrabhumi. Homes 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.

Complimentary Times Prime Lite Subscription (Quarterly)

This offer entitles the eligible Users to get complimentary Times Prime Lite Subscription for 90 days. To be eligible the user for the said subscription, the user has to have an Indian mobile connection. This service is ONLY available with the packages as advertised on the Company website.

The Users who receive the complimentary Times Prime Subscription will also be subject to the terms and conditions governing the subscription accessible at https://www.timesprime.com/terms-and-conditions.

This offer is being extended for a limited period by Times Internet Limited.

Your purchase, access or use of such service is solely between you and Times Internet Limited. The 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 Time Internet Limited.

In case for some reason we are unable to activate the subscription for a user, the user will receive a free boost for their property through the helpdesk team

# 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).

#### **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.

Matrabhumi. Homes 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. Fot the sake of clarity, it is mentioned that Matrabhumi. Homes itself does not operate in the capacity of a Real Estate Agent under RERA. Matrabhumi. Homes has no control over completion or success of any real estate transaction and therefore falls outside the scope of RERA.

### Rent Agreement Disclaimer

"User" or "Tenant" means a company, partnership, proprietorship or any individual person who is searching for a property on rent and is willingly submitting their information and details on Company's portal in connection with the same.

Company is an online portal and acts only as a facilitator between the User/tenant and landlord and does not act as an agent of any of the parties (User and landlord). The transaction between the User and the Company is on a principal-to-principal basis.

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 Company and any of its partners / vendors who may facilitate in the process of procurement and creation of the rent 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.

The User in evaluating the appropriate stamp duty for lease deed / rent agreement must seek independent legal advice. The User is responsible for the execution of any lease deed / rent agreement, 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 lease deed / rent agreement, 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.

Company is not, directly or indirectly, selling stamp papers to any person but is only facilitating the completion of the transaction

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.

User and landlord shall be responsible for any tax/duty/liability from any concerned authority related to the transaction between User / tenant and landlord, and the User shall indemnify the Company in case of any liability occurring in consequence of the same.

Company shall not be held responsible and cannot be a Party in case of any dispute between the User/tenant and landlord and the User shall indemnify the Company for any claim / liability on Company in consequence of any such dispute between User and the landlord.

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 the amount paid by the User, if necessary.

#### Home Loans

User / customer hereby agrees to accept these terms and conditions and authorize Matrabhumi. Homes, 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.

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.

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.

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.

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.

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 favour 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.

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

All confidential information (including name, mobile number 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.

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.

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.

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.

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 for verifying such information directly from the Financial Institutions and satisfy themselves before entering into any financial transaction or agreement.

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.

Fulfilment services including picking up the information / details / documents from the User and submitting to the financial institutions are available only in limited cities and for limited User profiles, and such services can be changed, suspended, or be made temporarily unavailable without notice.

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 abreast of all developments in the arena of home loans. Matrabhumi. Homes will not be liable for any act or omission on the part of the User or the financial institution.

These terms and conditions are equally applicable to (i) home loans, (ii) loan against property, (iii) balance transfer of home loans and loans against property and (iv) top up loans.

#### PG Fulfilment

AnyTechPros InfoTech LLP("Company") is an online portal and acts only as a connector between the User and PG Owner and not acting as an agent of any of the Party. The transaction between the User and the Company is on a principal-to-principal basis.

User / Tenant hereby consents and agrees to stay in the PG selected by him / her for a minimum period of 3 months.

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. 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 use beyond the control and liability of the Company and the company accepts no responsibility or liability whatsoever for such actions.

Company is not responsible and not providing confirmation to the quality of PG and Services to be rendered by PG Owner, and accordingly, the User shall ensure and satisfy himself/ herself based on the physical verification and direct discussion and assurances as may be given by the PG Owner.

Company is not responsible to mediate between User and PG Owner for setting out the terms and conditions of the rent agreement as to be executed between the User and PG Owner.

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/Customer should proceed further only after its own verification and due diligence as to the title of the property and/or condition of the Property.

Company shall not be held responsible and cannot be a Party in case of any dispute between the User and PG Owner and the User/Customer shall indemnify the Company in case the Company suffer any loss/liability in this regard.

Company will not be responsible in case of any issues/discrepancies with the Services provided by PG Owner or any Lawyer or any other service provider.

User / PG Owner shall be responsible for any tax/duty/liability from any concerned authority related to the transaction and the user/customer shall indemnify the Company in case the Company suffers any loss/liability in this regard.

Company shall reserve the exclusive right to cancel the booking, cancellation charges payable to the User shall be at the applicable rates laid down in the cancellation and refund 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.

PG Fulfillment proposition is only valid for PGs tagged as "MBH Fulfilled" and this is only applicable to India.

### **Tenant Verification**

AnyTechPros InfoTech LLP shall hereinafter refer to as the "Company".

"Service Provider" means a company, partnership, proprietorship or any individual person engaged in the business of providing tenant verification 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.

"User" means a company, partnership, proprietorship or any individual person who is purchasing the services of a Service Provider for tenant verification services on Company's portal and is willingly submitting their or their tenant's information to the Service Provider in connection with the same.

Company is an online portal and acts only as a connector between the User and Service Provider for tenant verification 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.

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. 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 agree that the Company reserves the right to change these terms and conditions at any point of time without notifying to the User.

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 onboarding Service Providers; however, Company can't be held liable for any service quality guarantees.

User shall ensure and satisfy themselves to the information / report received from Service Provider and 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. shall initiate direct discussion and get the services performed by the Service Provider as per User's requirement. Company is not responsible to mediate between User and the Service Provider for the quality and performance of services. However, wherever possible, the Company will make its best effort to get the issue resolved. Company's endeavour 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.

Consent of tenant is required to facilitate the verification. The company is not responsible for getting consent from the tenant for initiating the service.

The company is neither verifying nor giving any opinion on the character or credibility of the tenant. The Company is only facilitating the tenant verification service through a Service Provider.

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.

# Cancellation and Refunds policy:

The tenant verification package is valid for 90 days only. The User can contact the Company at any time during this tenure through the details received in the order confirmation email for consumption of the package.

Any cancellation request shall be eligible for 100% refund to the User from the Company, if made (i) prior to the sharing of tenant details by the User with the Company, and (ii) within 30 days from the date of purchase of a package by the User.

Any cancellation request shall not be eligible for any refund to the User from the Company, if made (i) after sharing of tenant details by the User with the Company, and (ii) after 30 days from the date of purchase of a package by the User.

In rare instances when the service may not be provided within a reasonable time or there being obvious lapses in the quality-of-service delivery, the Company will assess the case and provide the best possible resolution, with no liability except refund of amount paid by the User, if necessary.

### **Home Services**

AnyTechPros InfoTech LLP shall hereinafter refer to as the "Company".

"Service Provider" means a company, partnership, proprietorship or any individual person engaged in the business of providing Home Services (pest control, cleaning, sanitization etc.) 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.

"User" means a company, partnership, proprietorship or any individual person who is purchasing the services of a Service Provider for Home Services (pest control, cleaning, sanitization etc.) on Company's portal and is willingly submitting their information and details on Company's portal in connection with the same.

Company is an online portal and acts only as a connector between the User and Service Provider for Home Services (pest control, cleaning, sanitization etc.) 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.

All confidential information (including name, e-mail address, physical 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. The User hereby agrees that the Company reserves the right to change these terms and conditions at any point of time without notifying the User.

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 onboarding Service Providers; however, the Company can't be held liable for any service quality guarantees.

User shall ensure to satisfy themselves with the service provided by the Service Provider. If there are any issues or shortcomings in service delivery quality, 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.

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.

Cancellation and Refunds policy:

Any cancellations made 24 hours or earlier prior to the time of service shall be eligible for 100% refund to the User from the Company.

Any cancellation made within 4-24 hours prior to the time of service shall be eligible for 50% refund to the User from the Company.

In rare instances of 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.

Rescheduling

Any Service Request can be rescheduled only once

Any reschedule request placed 12 hours or prior to the service delivery time will be done without any fee

Any Reschedule request placed within 4-12 hours of the service delivery time may attract a rescheduling fee

In rare instance of 'no-show' by Service Partner will be eligible for a 100% refund or a reschedule at no extra fee

#### **Property Inspection**

AnyTechPros InfoTech LLP shall hereinafter refer to as the "Company".

"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.

"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.

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.

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.

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 onboarding Service Providers; however, the Company can't be held liable for any service quality guarantees.

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 endeavour 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.

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.

### Cancellation and Refunds policy:

Any cancellations or rescheduling made 48 hours (two days) or earlier prior to the date of service day shall be eligible for 100% refund to the User from the Company.

Any cancellation or rescheduling made within 24 hours (one day) prior to the date of service (excluding the day of service) shall be eligible for 50% refund to the User from the Company.

Any cancellations made on the day of the visit or after the visit has been concluded or report has been shared will not be eligible for any refund to the User from the Company.

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.

Vastu

AnyTechPros InfoTech LLP shall hereinafter refer to as the "Company".

"Service Provider" means a company, partnership, proprietorship or any individual person engaged in the business of providing Vastu consultancy services for all real estate projects including residential, commercial, industrial spaces etc. and has agreed to provide such services to the User (defined in the following clause) based on the details provided by the user.

"User" means a company, partnership, proprietorship or any individual person who is searching and purchasing the services of a Service Provider for Vastu consultancy services and is willingly submitting their information and details on Company's portal in connection with the same.

Company is an online portal and acts only as a connector between the User and Service Provider for Vastu 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.

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 agree that the Company reserves the right to change these terms and conditions at any point of time without notifying to the User.

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 onboarding Service Providers; however, the Company can't be held liable for any service quality guarantees.

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. Company's endeavour 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.

The company shall not be held responsible for any desired/undesired effects that advice might have on the User.

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.

# Cancellation and Refunds policy:

Any cancellations made prior to sharing of any documents/details (geo location, property layout etc.) by the User with the Service Provider shall be eligible for 100% refund to the User from the Company.

Any cancellation request made after sharing of any documents/details (geo location, property layout etc.) is eligible for 50% refund to the User from the Company.

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.

# Pay Rent

AnyTechPros InfoTech LLP "Company". is an online portal and acts only as a facilitator between tenant and landlord and does not act as an agent of any of the party (User/tenant and Landlord). The transaction between the User and the Company is on a principal-to-principal basis.

"User" or "Tenant" means a Company, Partnership, Proprietorship or any Individual who is willing to pay rent to its landlord for the rented premises using the Company's portal.

Use of User's information is subject to the terms of Company's Privacy Policy. User must agree to the Privacy Policy before access to the website / portal of the Company. User hereby agree that the Company reserves the right to change these terms and conditions at any point of time without notifying the User.

All confidential information (including name, credit/debit card details, e-mail address etc.) voluntarily submitted 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 for such actions.

The User declares that the use of this Service is done by them only for the purpose of rental payment as per the information provided for the said landlord / premises with a bonafide rental agreement, and any falsification of information or misuse of this service for any purpose may attract liabilities / prosecution under applicable laws.

Company wishes to advise the User to not disclose their credit card information / expiry date / CVV / OTP details to any person; the Company never seeks such information from the "User" except through automated and secure payment methods, and the Company shall not be liable for any such disclosure made by the "User" to anyone even they claim to belong to the Company.

The user shall be responsible to check and verify the landlord's details including name, mobile number etc. before making payment of rent on Company's portal.

Company shall not be held responsible for refund in any case whether wrong details of landlord selected by User or wrong details filled and submitted by User while making payment of rent on Company's portal.

User shall be solely responsible for genuineness of credit / debit cards details while making payment of rent on Company's portal and in case of any fraud or fake credit / debit card used by User on Company's portal, the User shall be solely responsible and liable for the same and the User shall indemnify the Company in case of any claim, loss or liability occurs in consequence of the same.

Company shall not be held responsible or made a party to any dispute between the parties (User/tenant and landlord).

User shall indemnify the Company in case the Company is made a party to the dispute between User/tenant and landlord or incurred any loss/liability in consequence of the same.

User shall be responsible to save and keep safe the receipt of payment of rent made by the User on Company's portal.

# **Legal Services**

AnyTechPros InfoTech LLP("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 a principal-to-principal basis.

"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.

"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.

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.

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.

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 endeavour 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.

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.

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.

# Cancellation and Refunds policy:

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.

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.

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.

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.

### Packers & Movers

AnyTechPros InfoTech LLP("Company/We") have merely partnered with Service Provider in order to facilitate extended services to the Users purchasing Packers and Movers Services. The services provided by the Service Provider is provided by it in their capacity as an independent service provider. We do not provide the services in any capacity whatsoever. We do not endorse the services of the Service Provider.

"Service Provider" means a company, partnership, proprietorship or any individual person engaged in the business of providing Packers and Movers Services and has agreed to provide such services to the User (defined in the following clause) based on the details of the User provided by it to the Company.

"User" means a company, partnership, proprietorship or any individual person who is purchasing the services of a Service Provider for Packers and Movers Services via the Company portal. In connection with the same, the User has willingly provided their information and details on Company's portal or over email/telephonic exchange.

We do 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.

All confidential information (including name, e-mail address, physical address etc.) voluntarily revealed by the User is done at the sole discretion of the User. User agrees that the Company, Service Provider(s) and/or their respective representatives can 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.

In addition to the terms and conditions of the Company, the services are governed by the specific terms and conditions of the Service Provider for whose services the order is placed. The Service Providers' Terms and Conditions will be informed to the User before placing the order.

We shall not be liable for any act(s)/omission(s) of the Service Provider and/or any defect/deficiency in provision of the services including their refusal to provide the services. Any third-party facility/offer(s)/service(s)/product(s) shall be subject to the terms and conditions of such third party which shall be applicable to the User. We do not endorse, make no representation and shall have no liability or obligation whatsoever in relation to such third-party offer(s).

Users are advised to do proper due diligence before engaging themselves with any Service Provider. Matrabhumi. Homes does not guarantee or warrant the genuineness or credibility of the credentials or quality of work proposed or promised by the Service Provider or their agents or associates. In the event of any dispute, AnyTechPros InfoTech LLP shall have no responsibility towards either party.

All such third-party offer(s) shall be availed by User at their own risk and responsibility. We shall not be liable for any payment obligation in relation to such third-party offer(s), which shall be the User's responsibility.

We reserve the sole right to modify, amend, change, refuse or revoke services, any offer(s) including third party offer(s) herein at any time without assigning any reason and without any liability and notice.

Any disputes arising pursuant to these terms and conditions are subject to the exclusive jurisdiction of courts in Madhya Pradesh

Cancellation and Refunds policy:

Any cancellations made up to 48 hours prior to service delivery time shall be eligible for 100% refund of booking amount to the User from the Company.

Any cancellation made within 0-48 hours of the service delivery time shall not be eligible for any refund of booking amount to the User from the Company.

# Rescheduling

A reschedule request can be placed only once.

A request to reschedule the services if placed within 0-4 hours of the service delivery time will attract an appropriate rescheduling fee.

A request to reschedule the services if placed within 4-12 hours of the service delivery time may attract a rescheduling fee.

A request to reschedule the services if placed up to 12 hours prior to the service delivery time will be accepted without any extra fee.

In a rare instance of 'no-show' by Service Provider, the User will be eligible for a 100% refund of booking amount or a reschedule at no extra fee.

#### Insurance

Insurance charges are based on the value of goods to be moved and are over and above the quotation shared with the User, unless mentioned otherwise.

# Others

Quotation amount is subject to the item/article list, movement date, source and destination address as provided by the User. Any change in such parameters may cause the quotation amount to change. The User agrees to pay the difference in cases of variation from the actual details provided by the User.

Promotions/discounts offered as part of the Packers and Movers Service are subject to Matrabhumi. Homes T&Cs and the User hereby agrees that the Company reserves the right to change these terms and conditions at any point of time without notifying the User.

### **Dispute Resolution**

If any dispute arises between a user/user and Matrabhumi. Homes 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. The decision of the Arbitrator shall be final and binding on both the

parties to the dispute. The place of arbitration shall be Madhya Pradesh. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings.

### **Guaranteed Tenant Plan**

AnyTechPros InfoTech LLP (Hereinafter refer to as, "Company") is an online portal and acts only as a facilitator between the Property Owner, Potential Tenant and Service Provider/ Broker and does not act as an agent of any of the party (Tenant, Landlord/ Owner, and Broker). The transaction between the party(s) is on a principal-to-principal basis.

Landlord/ User/Owner means a Company, Partnership, Proprietorship, or any individual who is rightful and legal owner of property and willing to lease out its property/ premises by using the Company's portal.

Potential Tenant means a Company, Partnership, Proprietorship, or any individual who is willing to hold a tenancy in Owner's property(s)/premise(s).

Service Provider/ Broker means a Company, Partnership, Proprietorship, or any individual person who is engaged in the business of providing assistance/ services to owner/ Landlord to find the tenant for renting out the Owner's premises and enrolled himself as a Service Provider of Company for providing such services as per the terms agreed in mandate.

Mandate means the agreed terms and the exclusive right(s) is given to Company by the Owner for the purpose to rent out the Owner's Property.

The Company offer a Guaranteed Tenant Plan (In Short "GTP Plan") for the property owner(s) seeking tenant for their property posted over the Company's website i.e. www.Matrabhumi.Homes as per the terms & conditions outlined below:

The benefit under this plan can be extended to only those Property Owner(s) who subscribed the "Guaranteed Tenant Plan" online through the company official website or through mobile app. The property listing made by the respective owner, prior subscribing the said GTP Plan, over the Company's website shall be deactivated during the duration of GTP Plan.

The Owner is not required to pay any amount as a commission/ brokerage to the Service Provider/ Broker under this GTP Plan.

That the Potential Tenant is to be find by the Service Provider / Broker of the Company based on the preferences shared by the respective owner(s) at the time of subscribing the GTP Plan.

That, as per the said Plan, the Property Owner will get full refund against the subscribed package along with bonus amount / some extra benefit up to Rs. 7,000/- (Rs. Seven Thousand Only) in the event when the Service Provider/ Broker wouldn't be able to be leased out the said property within 28 days from the date on which the said GTP Plan is activated by the Owner. The details pertaining to terms agreed

between the Company and Owner will be shared to the Owner on its registered Email Id or WhatsApp (Installed on Registered Mobile Number).

That Property Owner agree to give exclusive right for the duration of 28 days to Company and its Service Provider/ broker to find the right tenant and rent out the said property as per the agreed terms. However, the Owner shall not be entitled to get any refund in the event when the said property space is not available for the tenant suggested by Service Provider/Broker, or the tenant is finalized by the Owner himself during the duration for which Company or its Service Provider/ broker get exclusive right.

The Owner's right to get the refund shall be forfeited and not entitled to get any refund in the event when 2 different tenant option, within his preference suggested by the Service Provider/Broker, isn't opted by the Owner. However, the Service Provider/ Broker may use its best possible efforts to rent out the Owner's Property/ Premises throughout the entire duration of the subscribed package.

If deemed necessary, a formal request may be submitted to the Owner for permission to conduct a photoshoot of the property. The request shall seek the Owner's cooperation in facilitating the rental of the Owner's premises or property.

The Owner shall be fully responsible towards the accuracy, reliability, authenticity & correctness of the property detail(s) listed/posted/ shared by the Owner. However, in the event, if any discrepancy is found in the detail(s) then the Owner shall not be entitled to get any refund and the amount paid against the subscribed package shall be forfeited.

The Owner hereby agrees to fully cooperate with the Service Provider/broker assigned to them during the site visit of the property and provide all relevant details to the potential tenant, if necessary. It is important to note that the Owner will not be eligible for a refund if the Company observes non-cooperation on three separate occasions during the site visit of a potential tenant.

The Owner agree that he shall be fully responsible and take all reasonable and necessary steps, as prescribed by law, towards conducting the police verification of tenant.

The refund, if any, shall be processed under the current GTP Plan in the following manner and as per the terms mentioned below:

Sl. No. Rent Bracket (In Rs. ) Bonus Amount (In Rs.)

- 1. In Between Rs. 20,000/- to Rs. 39,999/ Rs. 3,000/-
- 2. In Between Rs. 40,000/- to Rs. 69,999/- Rs. 5,000/-
- 3. Rs. 70,000/- or Above Rs. 7,000/-

That a 100% paid amount shall be initiated to the Owner by the Company, in the event, when an Service Provider/ broker of Company could not be assigned to the Owner against the subscribed GTP package within 5 Working Days.

That a 100 % paid amount plus bonus amount, as depicted in the table above, shall be paid to the Owner by the Company, in the event, when the entire process of renting out the space is not completed within the timeline agreed between the parties subject to Clause 6 (f) mentioned hereinabove.

The refund shall be made only as per the terms mentioned above and no request of partial refund shall be entertained in any circumstances.

The Said GTP Plan is currently available only in 1 city of India i.e. Bengaluru, (Karnataka) India.

All confidential information (including name, e-mail address, physical address etc.) voluntarily revealed by the Owner is done at the sole discretion of the Owner. Owner agrees that the Company, Service Provider/ Broker and/or their respective representatives can contact the Owner via phone, email or WhatsApp. Use of Owner's information is subject to the terms of Company's Privacy Policy. Owner hereby agrees that the Company reserves the right to change these terms and conditions at any point of time without notifying the Owner.

The Company can't held be liable for any service quality concern raised by Owner. However, the Company shall make best efforts to resolve the Owner Concern, if any, during the duration of the subscribed package.

The Company is neither verifying nor giving any opinion on the character or credibility of the tenant. The Company is only facilitating to find out the tenant under the said GTP Plan through Service Provider/Broker.

Company shall not be held responsible and cannot be a party in case of any dispute arises between the (I) Owner & Service Provider/ Broker, (II) Owner & Tenant, and the Owner shall indemnify the Company for any claim/ liability on Company in consequences of any such dispute between the (I) Owner & Service Provider/ Broker And (II) Owner & Tenant.

# **Cancellation Policy:**

Pursuant to the Cancellation Policy, the owner(s), who subscribed to the current package have the right to cancel their mandate within 5 Working Days of activation. If such cancellation occurs within this period, a complete refund will be issued, with no additional bonuses. However, the Company shall not entertain any cancellation request if it has identified the Service Provider/Broker and has communicated such information to the Owner prior to the Owner's request for cancellation.

After the expiration of the 5 Working Days period, the Owner(s) shall no longer be permitted to cancel their mandate, and the Company shall not be obliged to provide any refunds or bonuses thereafter.

### Your Trusted Partner in Property Search

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