

Terms and Conditions for use / access of www.karmagroup.co.in

This website, www.karmagroup.co.in, (hereinafter referred to as "karmagroup") is owned, hosted and operated by Karma Realtors (hereinafter referred to as KR), a partnership firm registered under the Partnership Act, 1882 and having its office at 242-243 High filed Ascot, Opp.The Plam Avenue, VIP road, Vesu, Surat, Gujarat, India - 395007

These terms and conditions regulating use of these Services constitute a legally binding agreement between karmagroup and the User (the "Agreement").

Terms and Conditions

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

Please read this document carefully. By accessing or using karmagroup, you agree to be bound by the terms and conditions set forth below. If you do not agree with any of these terms and conditions, you should not access or use karmagroup. If you have any questions about these terms, please contact (support@karmagroup.co.in)

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

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

Definitions

The term Subscriber would include any person, whether an individual or a legal entity who has subscribed to the Services of karmagroup (whether on a paid or free basis), and to whom the access to karmagroup is restricted by the use of a sign in user name and a password. The user name and password are either allotted by karmagroup or chosen by the Subscriber or

agreed upon by karmagroup. It is made abundantly clear that only the authorised User has the right to access the Services so offered by karmagroup.

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

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

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

The terms 'Service' or 'Services' would mean to include the interactive online information service offered by karmagroup on the internet through which the user may access information carried by karmagroup in the

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

The term RERA shall mean and include the [Real Estate \(Regulation and Development\) Act, 2016](#) as amended read with any rules or regulations that might be framed thereunder.

The term LMA shall mean and include the Legal Metrology Act, 2009 as amended read with any rules or regulations that might be framed thereunder.

SUBMISSION AND ADMINISTRATION OF LISTINGS/ ADVERTISEMENTS

Any User agrees not to submit any property descriptions, photographs, financial, contact or other information contained in each property's data to

karmagroup unless the User submitting such a Listing/Advertisement has acquired received all necessary rights and authorizations from the owner of such property or the power-of-attorney holder, including from the photographer and/or copyright owner of any photographs, to publish and advertise the said Property(s) on the User's website or on karmagroup. Similarly, karmagroup doesn't take any ownership, directly or indirectly towards any person whatsoever, with respect to banners hosted on its website by its customers, which are strictly in the nature of sale of space by Karmagroup & it has not carried out any independent verification on the authenticity or compliance requirements, as may have been required under any law for the time being in force, of such images/ banners/ listings. In case a User is covered under the RERA, it shall have to ensure adherence of all compliance necessary, including but not limited to obtaining the necessary registrations etc. The User shall disclose all material information as required by LMA and in respect of their registrations under RERA and all such property(s) submitted including the present status and nature of such property and shall also disclose whether the property is free from all encumbrances or not. The User in addition shall furnish a brief background of such property in respect of title, ownership and possession, KR may also require the User to support his/her claims with respect to the status of the

property with such documents as may be specified by it from time to time. The User may further be required to substantiate his claims as to the nature and status of the property by swearing an affidavit stating the authenticity of the information/data so provided/displayed. KR may, at its sole discretion but without any obligation to, search for such and remove properties that are alleged to have been submitted in violation of this provision. In addition, KR may require additional evidence of compliance with this provision from Users who are alleged to have submitted properties or other information/data in violation of these terms and conditions. KR will, in its sole discretion, terminate the accounts of, and refuse Service to, any User who repeatedly or intentionally violates these terms and conditions. Additionally, the User agrees to allow the Property listing, or any part of it, to be searched, displayed, accessed, downloaded, copied, and otherwise referred to by users of the User's website or the karmagroup website. KR shall have the sole authority to choose the manner in which any Property will be searched, displayed, accessed, downloaded, copied, and otherwise used on karmagroup and KR shall have the right to modify the property listing in the exercise of its rights under these terms and conditions. In addition to the terms aforementioned the User agrees

- (a) to represent and warrant that all Properties and associated information provided by the User will be accurate;
- (b) that the User will not permit the posting of a property on karmagroup under a name other than the name of a real estate agent who has been duly authorized and engaged by the owner of the property in this regard;

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

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

Payment Terms

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

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

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

Refund in failed transactions.

Though KR payment reconciliation team works on a 24 x 7 basis, KR offers no guarantees whatsoever for the accuracy or timeliness of the refunds

reaching the Subscribers card/bank accounts. This is on account of the multiplicity of organizations involved in processing of online transactions, the problems with Internet infrastructure currently available and working days/holidays of financial institutions. Refunds in the event of wrong/objectionable property content being posted on the site would be at the discretion of karmagroup.

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

USE OF INFORMATION.

User agrees to treat all information obtained from the Service, including listings, member directory, and any information otherwise made available to User in the Service ("Content") as proprietary to karmagroup. User agrees that Content reserved for members will be maintained as confidential and shall be protected as a trade secret of karmagroup. karmagroup does not ensure the accuracy of, endorse or recommend any Content and a User uses such Content at the User's own risk. A User may access the listings/advertisements in the Service solely to obtain initial information

from which further evaluation and investigation may commence. User shall limit access to and use of listings to personal and internal use, and shall not use listings obtained from the Service for further distribution, publication, public display, or preparation of derivative works or facilitate any of these activities in any way. User shall not use or reproduce any Content that is obtained from the Service, or that is otherwise made available to User in the Service, for or in connection with any other listing/advertising Service or device. User further shall not use the Service provided by the company in any other manner for or in connection with any other listing Service or device. Users violating these specific terms, specifically those Users searching the Service in an abusive or excessive manner, by automated or manual means, shall be subject to immediate termination of their membership without notice.

INTELLECTUAL PROPERTY RIGHTS.

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

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

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

RESTRICTIONS/ PROHIBITIONS.

You hereby expressly agree not to:

- 1) Utilise the Services offered by karmagroup in any manner so as to impair the interests and functioning of KR/karmagroup and which is non-compliant with laws and regulations including RERA.
- 2) Access data not intended for you or log into server or account that you are not authorized to access;
- 3) Attempt to probe, scan or test the vulnerability of a system or network;
- 4) Attempt or breach security or authentication measures without proper authorization;
- 5) Attempt to interfere with, access to any other user including but not limited to by submitting a virus of any kind or Trojan horse to karmagroup, overloading, Flooding, mail bombing or crashing;
- 6) Copy, distribute, download, display, perform, reproduce, modify, edit, alter, enhance, broadcast or tamper with in any way or otherwise use any material contained in karmagroup except as permitted;
- 7) Copy and distribute this information on any other server, or modify or re-use information, text, graphics, sound, etc. on karmagroup to any other system. No reproduction of any part of karmagroup may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or karmagroup, whether in hard copy or electronic format, including postings to any other karmagroup; or

- 8) Remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from karmagroup or link to karmagroup, without our express written consent.
- 9) The user shall not utilise the Services offered by karmagroup in any manner so as to impair the interests and functioning of KR/karmagroup. The user undertakes not to duplicate, download publish, modify and distribute material on karmagroup.co.in unless specifically authorised by KR in this regard. The user undertakes not to establish any deep link or other connection to any specific page of karmagroup other than the Home Page without obtaining prior consent of KR. KR strictly forbids copying, duplicating web pages or content using any automated process such as spiders, crawlers etc. or through any manual process for a purpose which has not been authorised in writing.
- 10) users undertake that the Services offered by karmagroup shall not be utilised to upload, post, email, transmit or otherwise make available either directly or indirectly, unsolicited bulk e-mail or unsolicited commercial e-mail. KR is not obligated to but reserves the right to filter and monitor and block the emails sent by you/user using the servers to maintained by KR to relay emails. All attempts shall be made by KR and

the user to abide by International Best Practices in containing and eliminating Spam.

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

- a) belongs to another person and to which the user does not have any right;
- b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- c) harm minors in any way;
- d) infringes any patent, trademark, copyright or other proprietary rights;
- e) violates any law for the time being in force;
- f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- g) impersonate another person;

- h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- i) Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

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

LINKS TO THIRD PARTY WEB SITES.

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

DISCLAIMER AND WARRANTIES

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

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

KR and any third party providing materials, services or content to this website, disclaims all warranties, express or implied, statutory or otherwise including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement of third party rights, completeness or accuracy of the information, update or correctness of the information, freedom from computer viruses, other violation of rights regarding services, products, material and contents of karmagroup.

Views expressed by the Users are their own, KR does not endorse the same and shall not be responsible for them. No claim as to the accuracy and correctness of the information on the site is made although every attempt is made to ensure that the content is not misleading/ offensive/ inappropriate. In case any inaccuracy is or otherwise improper content is sighted on the website, please report it to report abuse.

It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, Services, real estate and other related information listed on the website. KR does not warrant that the access to

website will be uninterrupted or error-free or that defects in website will be corrected.

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

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

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

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

LIMITATION OF LIABILITY.

KR will not be liable for any damages of any kind arising out of or relating to

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

KR assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorised access to or alteration of User's data/information. KR shall not be responsible for any problem or technical malfunction on-line-systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problem or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to any User and/or Members or to any other person's computer related to or resulting from participating or downloading materials/information from the website.

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

TERMINATION

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

INDEMNIFICATION

Submissions and unauthorized use of any information(s)/materials contained on karmagroup may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations thereto and other applicable laws, statutes and its rules and

regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password.

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

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

PRIVACY POLICY

The user of karmagroup is subject to [karmagroup Privacy Policy](#) as **displayed on the website.**

ARBITRATION

If any dispute arises between a user/users and KR arising out of use of the

website or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of these terms and conditions, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by KR. Decision of the Arbitrator shall be final and binding on both the parties to the dispute. The place of arbitration shall be Surat, Gujarat. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings.

SEVERABILITY OF PROVISIONS.

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

WAIVER

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

GOVERNING LAW.

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

JURISDICTION

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

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

KR reserves all other rights.

VIOLATIONS

Please report any violations of these terms and conditions to KR at_____.