

Welcome to the customer Portal @ Piramal Realty. Here, you will be able to access information about your booking, track your payments and also stay updated with our existing projects and new launches.

Terms and Conditions to use the Customer Portal

Thank you for visiting Piramal Realty Customer Portal ("**Portal**"). This Portal is operated by Piramal Realty (hereinafter referred to as "**PRL**" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include PRL Developers Pvt Ltd, its group companies, subsidiaries, affiliates and joint ventures) having its office at 8th floor, Piramal Towers, Lower Parel, Mumbai 400013 for the exclusive use by its customers (hereinafter referred to as the "**Customer**")*.

Overview:

By using this Portal, the Customer agrees to be bound by these Terms and Conditions, as given below or as may be modified from time to time by PRL. If the Customer does not agree with any of these Terms and Conditions, please do not use the Portal. PRL reserves the right to seek all remedies available by law and equity in the event of violation of these Terms and Conditions.

Content:

All data, information and materials found in the Portal, including but not limited to customer information, user information, account information, logins and passwords, images, graphics, photographs, audio clips, video clips, text, artwork, software or HTML code (collectively referred to as "**Content**") are protected by privacy, confidentiality, trademark and service mark of PRL, its affiliates or third parties who have licensed such material and content to PRL. The use of the Portal does not in any way grant the Customer any rights or licenses to use such marks, logos or names.

Modification of Contents and Terms & Conditions:

PRL may at its sole discretion update, add, remove or modify the Terms and Conditions (or any part thereof) at any time, without giving any prior notice. PRL may also change, terminate, suspend or discontinue any aspect of the Portal, including the availability of any of its features, without prior notice and the Customer agrees that PRL shall not be liable to the Customer or to any third party for such modification, suspension or discontinuation of the Portal or parts thereof.

Use of Portal:

- a) **License:** Subject to the terms and conditions of this agreement, PRL agrees to provide the Customer access to information through the Portal. PRL grants to the Customer a limited, non-transferable, non-exclusive license to access and use the Portal solely to access information, during the term of this Agreement which is at the sole discretion of PRL.
- b) **Restrictions on Use:** The Customer shall not directly or indirectly (i) license, assign, sell, lease, transfer content of the Portal or Portal Software, (ii) alter or permit a third party to alter any part of the Content Portal or Portal Software (iii) access or use any Content, information or materials of any third party available at the Portal (iv) use or permit the use of the Portal, Content or Portal Software except for the Customer's access to its own information (v) distribute copies of information, materials or Content found on the Portal in any form, (including by emails or any other electronic means) without prior written permission or (vi) disassemble, decompile, reverse engineer or otherwise attempt to derive the source code or other trade secrets from the Portal Software.
- c) **Eligibility:** The login ID and password for Portal shall be available to all existing customers in ongoing residential projects of PRL, to the sole applicant or to the Primary Applicant as defined in the application or Request for Reservation or Agreement for Sale.
- d) **Login ID & Passwords:** The Customer is responsible for maintaining the confidentiality of all passwords, login id and information contained in the Portal. The Customer is responsible for the security of all Data saved in the Portal. PRL shall not be liable for any damages caused to the Customer by leak of login information to a third party due to reasons not attributable to PRL
- e) **Obligations of the Customer**

- i. The Customer shall utilize the Portal services in the operating environment and in compliance with the system requirement that PRL specifies. PRL shall not be liable for any results attributable to events or incidents caused by the use of Service under conditions not in compliance with the requirements that PRL specifies.
- ii. Customer shall not conduct any of the following acts in using the Portal;
 - Any act that infringes on or is likely to infringe on intellectual property rights (patent rights, utility models, copyrights, design rights, trademark rights, etc.) or other rights of PRL
 - Any act that transmits harmful computer programs, etc., or leaves such harmful computer programs in a status where others can access them
 - Any act that causes or is likely to cause obstruction to the use or operations of the Portal account or portal provided by PRL

Disclaimer:

a) The Portal does not constitute part of an offer or contract or agreement. Any information, design and specifications uploaded on the Portal are subject to change without prior notice. Computer generated images are the artist's impression and are indicative of the actual designs.

b) No Warranty

It is imperative to note that PRL has taken required efforts to ensure that the information /statement provided on the Portal is reasonably accurate. However, PRL does not guarantee its accuracy, correctness, completeness or suitability whatsoever for any purpose. As such database provided is without any warranty, express or implied, as to their legal effect.

c) No Liability to Piramal

Though, PRL has taken proper care/precautions to make the database reliable, PRL will not be held responsible for any liability that may arise out of any error in the database. Use of any information/statements on the Portal shall be at your own risk. All information/statements should be used in accordance with applicable laws. PRL does not undertake any kind of liability whatsoever for the same. In case of any information/ statements which are not in agreement with your record or with the information that you have, you are requested to write to PRL. You are free to mail your queries on crm.prl@piramal.com. PRL has provided information/data based on the Portal on an "as is where is " basis. PRL expressly disclaims to the maximum limit permissible by law, all warranties, express or implied, including, but not limiting to implied warranties of merchantability, fitness for a particular purpose and non-infringement. PRL disclaims all responsibility for any loss, injury, liability or damage of any kind resulting from and arising out of your use of the site.

Other Terms and Conditions

- a) PRL makes no representations about the timeliness of the services contained on the Portal for any purpose.
- b) PRL makes no representations about the suitability, reliability, availability and continuity of the services contained on the Portal for any purpose.
- c) PRL shall not be responsible if any information/statement/certificate/page is printed/downloaded from Portal and after printing/downloading complete/partial text/information is altered/removed/obscured contained therein.
- d) PRL, at no event, is liable/responsible for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use of the Portal.
- e) PRL, at no event, is liable/responsible for any direct, indirect, punitive, incidental, special, consequential damages or any damages for the delay or inability to use the Portal, or failure to provide services, or for any information, data, statement and any other services obtained through the Portal, or otherwise arising out of the use of Portal.

- f) Certain services, such as statement of accounts depend on continuous connection to the PRLs' database. PRL makes no assurance, representation, promise whatsoever that such connectivity will always be available.
- g) Customer shall indemnify and hold harmless PRL from any damages incurred by Customer or any third party attributable to Customer's failure and from any and all claims arising from such damages.
- h) PRL reserves the right to suspend these services, if PRL is of opinion that the security of the customer information portal or of the data could be compromised, or for any other reason whatsoever.
- i) PRL has a right to claim for any damages incurred by PRL, due to Customer's wilful misconduct or negligence while operating and handling Portal account.
- j) Customer shall treat all the information available on Portal confidential and shall not share the same with any third person unless required to be disclosed under applicable law.
- k) PRL may also suspend services on the Portal for any customer at its sole discretion without assigning any reason whatsoever. In such event user shall contact PRL offices for any clarification required by him.
- l) PRL is always focused on offering the best service to customer and has offered this service to the Customer without any charge. However, PRL reserves the right to levy any service charges, as applicable from time to time, in consideration for the services provided herein to the Customer. In case the Customer is not consenting to such charges then the Customer may opt out of these Services.

Legend:

* "Customer" shall mean to include an individual who owns a residential unit in the projects undertaken by PRL. In case the Customer is a private limited company, a public company, a partnership firm, a sole proprietary firm and/or a HUF, then the membership shall be in the name of such person authorised by company, partnership firm, proprietary firm and/or the Karta of the HUF.

I have gone through the above Terms and Conditions and Disclaimer of the Portal and I accept and agree to abide by the same.