

TERMS AND CONDITIONS

The following are the terms and conditions which need to be adhered to by all the Users using the Services offered by Nirvans Project Consultants Private Limited, hereby referred as “Nirvans”. This statement is an electronic document and is deemed to be accepted by the User as soon as he/she downloads the Mobile application or any other software provided by Nirvans. As this is an electronic document, this does not need any physical or digital signature. These terms are in accordance with the Information Technology Act, 2000;

The Information Technology (Intermediaries Guidelines) Rules, 2011 and all other relevant laws of India.

By installing/using the Services as hereinafter defined, the User is bound by the following Terms & Conditions:

1. Parties to the Agreement:

This agreement is executed between

a. Nirvans Project Consultants Private Limited, (hereinafter referred to as Nirvans), a company incorporated in India under the Companies Act, 2013. Nirvans has its primary commercial office at Office 1035, Tower B2, Spaze IT Park, Sector 49, Gurgaon 122018, who is the owner of the website www.nirvansconsulting.com, any proprietary mobile application software and other software provided to the user by Nirvans (hereinafter called as Services, and would refer to the Services, both jointly and severally).; and

b. The User of the Services

2. Date of Agreement:

This agreement is deemed to be entered on the day when The User first downloads the mobile application or starts using the services, whichever is earlier. Any subsequent change is deemed to be entered on the date on which the User uses the Services after such amendment of these Terms & Conditions.

3. Definition and Interpretation:

a. Acceptance:

The downloading and any kind of use of the Services shall be the acceptance of these terms and conditions on the User’s part. Once a valid acceptance is made User are bound by these terms and conditions and all the relevant laws governing the conduct of business between Nirvans and the user.

b. Act:

The Act means the Information Technology Act, 2000 as amended from time to time.

c. Authorized User:

The term Authorized User shall mean and include any person, whether a natural person or any

legal entity who has been subscribed to the Services of Nirvans, and who had downloaded the Services of Nirvans after invitation and due verification by Nirvans. It is made abundantly clear that only the authorized user has the right to access the Services so offered by Nirvans.

d. Communication Link:

A connection between a hypertext or graphical element (button, drawing, image) and one or more such items in the same or different electronic document wherein on clicking on a hyperlinked item, the User is automatically transferred to the other end of the hyperlink which could be another document or another website or graphical element.

e. Computer Resource:

Computer resource means computer, computer system, computer network, data, computer data base or software

f. Content:

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork etc posted on the Services.

g. Cyber Security Incident:

Any real or suspected adverse event in relation to cyber security that violates an explicitly or implicitly applicable security policy resulting in unauthorized access, denial or service or disruption, unauthorized use of computer resource for processing or storage of information or changes to data, information without authorization.

h. Data:

Data means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer

i. Information:

Information includes data, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche

j. Intellectual Property Policy:

Intellectual Property Policy means the policy incorporated and adopted by Nirvans to protect and safeguard the Intellectual Property of Nirvans and any other party who may claim infringement of its Intellectual Property Rights and is available by emailing us at admin@nirvanslimited.com

k. Intermediary:

Intermediary shall have the same meaning as assigned to the term as per Section 2(1) (w) of the Act. For the purpose of these terms and condition it is made clear that Nirvans is the intermediary for the Services provided to the Authorized User in connection to any information transmitted by the Authorized User and has all the rights and privileges assigned to the Intermediary under the Act.

l. Marks:

All logos, brands, trademarks and service marks etc appearing on the Services

m. Nirvans:

Nirvans Project Consultants Private Limited, a company incorporated in India under the Companies Act, 2013, having its primary office at Office 1035, Tower B2, Spaze IT Park, Sector 49, Gurgaon - 122018 is referred hereinafter as Nirvans and shall include the Company, its subsidiaries, sister concerns and/or assignees, if any.

n. Privacy Policy:

Privacy Policy means the policy incorporated and adopted by Nirvans to protect the privacy of the Authorized User and is available by emailing us at admin@nirvanslimited.com

o. Rules:

Rules mean The Information Technology (Intermediaries Guidelines) Rules, 2011, as amended from time to time.

p. Services:

Services means and include the Nirvans website, the Nirvans Software, the Nirvans Mobile Application and any other software provided by Nirvans to the Authorized User. The term Services may refer to each of the above jointly or severally.

q. User:

User means any person who access or avail any Computer Resource of Intermediary for the purpose of hosting, publishing, sharing, transacting, displaying or uploading information or views and includes other persons jointly participating in using the Computer Resource of an Intermediary.

User shall include the authorized user as well as any person who uses the Services without authorization/verification from Nirvans. It is made clear that all the users shall be bound by these terms and conditions but, an unauthorized user shall have no rights/privileges under this agreement or otherwise against Nirvans.

4. Membership Eligibility:

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Services. Also, the membership of the Services is on an invitation basis and the User is not authorized to use the Services unless the User has been invited by Nirvans and/or use of the Services has been authorized by Nirvans.

5. Term of the Agreement & Termination:

The term of the Agreement starts on the day when the User first download the Application and will continue till the time the User uses the Services or when the Agreement is specifically terminated by Nirvans in respect of a User for any violation of these Terms and Conditions or any law in force for the time being.

The User may terminate this agreement by removing the application from and stopping the use of the Services.

Nirvans may terminate this Agreement in respect of the User by:

- a. At any time without providing any reasons whatsoever;
- b. If in the opinion of Nirvans, the User has violated any of the Terms of this agreement or any policies framed by Nirvans for the access of the Services;
- c. If in the opinion of Nirvans or any Governmental Authority it is not in Public interest to provide the Services to a particular User;
- d. If the User loses any of the relevant license/permission to carry the business of property dealing;
- e. If the User is declared as a bankrupt.

6. Communications:

When the User uses the Services or send emails or other data, information or communication to Nirvans, the User agree and understand that the User is communicating with Nirvans through electronic records and the User consents to receive communications via electronic records from Nirvans periodically and as and when required. Nirvans may communicate with the User by email/SMS or by such other mode of communication, electronic or otherwise which may include any updates to the

User's request, post, content etc and may also include about certain added Services and schemes which Nirvans or its associates may offer from time to time.

7. Platform for Transaction and Communication:

The User understands that the Services offered are in the nature of a platform being provided by Nirvans to meet and interact with one another to complete any transactions as per their needs. Nirvans is not and cannot be a party to or control in any manner any transaction between the Users. Any transactions being entered between the Users is at their sole discretion which would constitute an independent contract between such users or their clients and Nirvans has no control or involvement in such contracts.

Henceforward:

a. All commercial/contractual terms are offered by and agreed to between the Users and or their Clients alone. The commercial/contractual terms include without limitation price, payment methods, payment terms, date of execution, date of transfer, warranties related to products and services and any other ancillary services. Nirvans 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 or their clients.

b. Nirvans does not make any representation or Warranty as to specifics (such as merchantability, title, any pending disputes etc) of the listings proposed to be transacted through the use of the Services. Nirvans does not implicitly or explicitly support or endorse the sale or purchase or any transaction of any listings on the Services. Nirvans accepts no liability for any errors or omissions, whether on behalf of itself, other Users or third parties.

- c. Nirvans is not responsible for any non-performance or breach of any contract entered into between the Users or their Clients. Nirvans shall not and is not required to mediate or resolve any dispute or disagreement arising between the Users of the Services.
- d. Nirvans does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. The User is advised to independently verify the bona fides of any particular User chosen to deal with on the Services with independent Legal, Financial, Advisor as the need may be.
- e. At no time shall Nirvans hold any right, title or interest over the property listed on the Services nor shall Nirvans have any obligations or liabilities in respect of such contract entered into between the Users or their Clients.
- f. The Services offered are only a platform that can be utilized by the Users to reach a larger base to buy and sell or otherwise transact in properties in specified areas. Nirvans is only providing a platform for communication and it is agreed that the contract for sale/rent/lease etc of any of the properties so listed shall be a strictly bipartite contract between the parties making any transaction.
- g. The User shall independently agree upon the manner and terms and conditions of the transactions with the counter party that the User transacts with.

8. Charges:

Nirvans reserves the right to change its Fee Policy from time to time. In particular, Nirvans may at its sole discretion introduce new services and modify some or all of the existing services offered on the Services. In such an event Nirvans reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees. User shall be solely responsible for compliance of all applicable laws including those in India for making payments to Nirvans.

9. Use of the Services:

The User agrees, undertakes and confirms that the Use of the Services by the User shall strictly comply with these Terms and Conditions, applicable laws of the Country and specifically undertake to the following:

1. The User shall not host, display, upload, modify, publish, transmit, update or share any information that:
 - a. belongs to another person and to which the user does not have any right to
 - 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. harms minors in anyway
- 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
- j. is grossly offensive or has menacing character
- k. the User knows to be false, but for the purpose of causing annoyance, inconvenience, danger, obstruction, insult, injury, criminal intimidation, enmity, hatred or ill will, persistently
- l. for the purpose of causing annoyance or inconvenience or to deceive or to mislead the addressee or recipient about the origin of such message
- m. is misleading in any way
- n. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual
- o. harasses or advocates harassment of another person
- p. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- q. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous
- r. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity
- s. promotes an illegal or unauthorized copy of another person's copyrighted work
- t. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone
- u. contains video, photographs, or images of another person (with a minor or an adult)
- v. solicits gambling or engages in any gambling activity which Nirvana, in its sole discretion, believes is or could be construed as being illegal
- w. interferes with another USER's use and enjoyment of the Services or any other individual's User and enjoyment of similar services
- x. refers to any website or URL that, in Nirvana's sole discretion, contains material that is inappropriate for the Services or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use
- y. shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the

dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force

2. The User agrees and undertakes that he/she will use the Services only for his personal or professional use of property dealing and will not resell or charge any other person for the use of the Services.

3. The User shall not attempt to gain unauthorized access to any portion or feature of the Services, or any other systems or networks connected to the Services or to any server, computer, network, or to any of the services offered on or through the Services, by hacking, password "mining" or any other illegitimate means.

4. The User shall not probe, scan or test the vulnerability of the Services or any network connected to the Services nor breach the security or authentication measures on the Services or any Computer Resource connected to the Services. The User may not reverse look-up, trace or seek to trace any information on any other User of the Services, including any account on the Services not owned by the User, to its source, or exploit the Services or information made available or offered by

or through the Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than the User's own information, as provided for the access to the Services.

5. The User agrees and undertakes not to launch any "robots", "spiders", "page scrape", "deep link", "load testers", "offline readers" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process which accesses the Service in a manner that sends more request messages to the Nirvans Computer Resources in a given period of time than a human can reasonably produce in the same period by using a Nirvans application.

6. The User shall not use the Services or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Nirvans or any other party.

7. The User shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Nirvans or the brand name or domain name used by Nirvans, or otherwise engage in any conduct or action that might tarnish the image or reputation, of Nirvans or other Users of the Services. The User shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or Nirvans's systems or networks, or any systems or networks connected to Nirvans.

8. The User shall at all times ensure full compliance with the applicable provisions of the Act and rules made there under as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations regarding the User's use of the Service and the User's listing, transactions, solicitation of offers for transaction, and sale, purchase, lease etc.

9. The User agrees and warrants that for each and every information/listing on the Services, the User has the relevant rights subsiding in him or the User has obtained the relevant license from

such rights owner for the posting of the said material on the Services.

10. The User agrees not to submit any property descriptions, photographs, financial, contact or other information contained in each Property's data to Nirvans unless the User has acquired and 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 the Services. The User shall disclose all material information in respect of 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. Nirvans 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.

11. The User may 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. Nirvans 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 these provisions. In addition, Nirvans may require additional evidence of compliance with this provision from Customers who are alleged to have submitted Properties or other information/data in violation of this Agreement.

12. 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 other users. Nirvans shall have the sole authority to choose the manner in which any Property will be searched, displayed, accessed, downloaded, copied, and otherwise used in the Services and Nirvans shall have the right to modify the property listing in the exercise of its rights under this Agreement.

13. The User agrees to grant Nirvans a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights the User has in the Information, in any media now known or not currently known, with respect to the User's Information. Nirvans shall only use the User's information in accordance with the Terms of Use and Privacy Policy applicable to the use of the Services.

14. The User agrees not to harvest personally identifiable information including but not limited to names, organization names, phone numbers etc. available on the Services. The User further agrees and undertakes that the User shall not engage in advertising, soliciting, spamming or any other modes of commercial communication either on the Services or from any Data collected from the Services, whether in relation to the postings on the Services or otherwise. In order to protect the Users from any such activities, Nirvans reserves the right to restrict the number of

messages, postings, emails or any other communication through the Services by all the Users or any specific User for any 24 hour period.

15. The User agrees that for the use of the Services the User will have to provide his/her mobile number to Nirvans. The User further agrees and expressly acknowledges that by use of the Services, the User permits and allows Nirvans to periodically access the User's Phone Book/Contact list, messages and location on the User's mobile device, which shall be used to provide the Services to the User. In case of any breach of security or unauthorized use of the User's mobile device, the User shall forthwith inform Nirvans of such unauthorized use. The User expressly agrees and acknowledges that Nirvans shall not be liable for any loss accrued to the User by such unauthorized use but.

16. The User shall at all time use the Services in accordance with these Terms & Conditions, the Privacy Policy and the Information Property Policy as amended from time to time.

17. Contents Posted on Site:

All Content, is a third party user generated content and Nirvans has no control over such third party user generated content as Nirvans is merely an intermediary for the purposes of this Terms of Use. Except as expressly provided in these Terms of Use, no part of the Services and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Nirvans's express prior written consent. The User may use information on the products and services purposely made available on the Services for downloading, provided that the User

- a. does not remove any proprietary notice language in all copies of such documents,
- b. uses such information only for his/her personal, or transactional informational purpose but does not copy or post such information on any networked computer or broadcast it in any media,
- c. makes no modifications to any such information,
- d. Does not make any additional representations or warranties relating to such documents.

The User shall be responsible for all Content posted on the Services by him/her. Such Content will become Nirvans's property and the User grants Nirvans the worldwide, perpetual and transferable License in such Content. Nirvans shall be entitled to, consistent with its Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now

known or hereafter devised, including the creation of derivative works that may include the Content User provides. The User agrees that any Content the User posts may be used by Nirvans, consistent with its Privacy Policy and Rules of Conduct for the Services as mentioned herein, and the User shall not be entitled to any payment or other compensation for such use.

18. Intellectual Property Rights:

The User warrants and undertakes that for all Content posted by such User either the User himself has the Intellectual Rights or has obtained the same from the respective Rights owner under a valid and sub transferrable license.

The User further agrees that Marks appearing in the Services are the properties either owned or used under license by Nirvans and / or its associates. All rights accruing from the same, statutory or otherwise, wholly vest with Nirvans/ its Associates. The access to the Services 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.

Nirvans respects the Intellectual Property Rights of all, it has and will continue to adhere to all the laws applicable in India in this respect. Nirvans shall protect and respect the Intellectual Property Rights of the users as well as third parties to the best of its ability and in accordance with its Intellectual Property Policy. In a case where a User is found to be using Nirvans as a platform to infringe the Intellectual Property Rights of others, Nirvans will be free to terminate this agreement forthwith without any notice to the User and will be eligible to terminate this agreement with respect to the said User.

19. Disclaimer of Warranties & Indemnity:

Nirvans is an intermediary as defined under sub clause (w) of clause 1 of Section 2 of the Act and thus its liabilities are restricted to the maximum of as provided under the Act and the Rules. Nirvans warrants that it has done all the due diligence required to be done by such Intermediary under the Act and the Rules.

The content of Nirvans is provided "as is" and on an "as available" basis, without warranties or representations of any kind, either express or implied express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, Nirvans does not warrant that:

- a. The Services will be constantly available, or available at all; or
- b. The information on the Services is complete, true, accurate or non-misleading.

Nirvans 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, title, 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 Nirvans.

Views expressed by the users are their own; Nirvans 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 Services 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 Services, please report it to report abuse.

The Users are strongly advised to independently verify the authenticity of any offers received by them. Nirvans does not endorse investment in any projects which have not received official sanction and have not been launched. The Users dealing in such projects shall be doing so entirely at their risk and responsibility.

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

The User agrees and acknowledges that the User shall have no right to seek any claim, damages or indemnity from Nirvans for any kind of loss suffered by the User out of the use of the Services. It is further agreed that the User shall have no indemnity or protection from any claim or demand, or actions including reasonable legal fees, made by any third party or penalty imposed due to or arising out of any alleged breach of these Terms & Conditions by Nirvans or its licensees, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees.

20. Limitation of Liability:

Nirvans will not be liable for any damages of any kind arising out of or relating to the use or the inability to use the Services, 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.

Nirvans assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to or alteration of the User's data/information. Nirvans 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 or to any other person's computer related to or resulting from participating or downloading materials/information from the Services.

21. Indemnity:

Submissions and unauthorized use of any information(s)/materials contained on the Services 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. The User alone is responsible for his/her actions or the actions of any person using the User's credentials on the Services.

The User agrees to indemnify and hold harmless Nirvans, licensees, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from

any claim or demand, or actions including reasonable legal fees, made by any third party or penalty imposed due to or arising out of the User's breach of these Terms and Conditions, Privacy Policy and Intellectual Property Policies, or any violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party by the action of the User.

22. Variation:

The right to amend, vary or change these terms and conditions and the Privacy and Intellectual Property Policies at any time exclusively rests with Nirvans. Any changes to these Terms and Conditions will be notified by posting on Nirvans's website. The User should visit the site periodically to review the latest Terms and Conditions. For the avoidance of doubt, the User's continued use of the Service constitutes an affirmation, acknowledgement and acceptance of the amended terms and conditions.

23. Waiver:

The failure of Nirvans to exercise or enforce any right or provision of the Terms and Conditions or the Policies shall not constitute a waiver of its right to enforce such right or provision subsequently.

24. International Users

The use of the Services is intended for and directed to use by Users based in India only. IN case the User uses the Services from outside India, he/she shall be bound by these Terms & Conditions and the relevant Policies as framed from time to time by Nirvans. Such a User further agrees that by using the Services, such User is transmitting his Data to India and the Laws of India will be applicable to such User.

25. Arbitration, Jurisdiction and applicable Law:

In case of any dispute arises between a User and Nirvans arising out of use of the Services whether during the use of the Services or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by Nirvans. Decision of the Arbitrator shall be final and binding on both the parties to the dispute. The place of arbitration shall be U.P.. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings.

The Courts of U.P. shall have sole and exclusive jurisdiction for any matter in relation to these Terms & Conditions. The applicable law would be the Laws of India. Note – Corporate identity details and company government registered office location are available on request. To request email admin@nirvanslimited.com. Note – Any other affiliate websites for Nirvans Consulting are also governed by this agreement.

CANCELLATION AND REFUND POLICY

Various services available on Nirvans are free and available to the User without any charges. However, Nirvans has introduced certain Premium Services which work on a subscription model and there is a Subscription Fee charged for availing the same. This policy is an extension of Nirvans's Terms & Conditions, which govern the User's interaction with the Services and deals with the cancellation of premium services and the refund of the charges paid. All the terms of the Terms & Conditions for the use of the Services shall be applicable with this Policy.

1. Definition and Interpretation:

a. Premium Services:

The term Premium Services shall mean the additional Services provided by Nirvans to certain Users on the payment of certain fees for the same. These Services may be classified into time based membership and Solution based Services.

b. Subscription Fees:

The amount charged by Nirvans to provide Premium Services to certain Users.

c. All other terms not defined here but defined in the Terms & Conditions shall have the same meaning as defined therein.

2. Cancellation of Premium Services:

a. Time based Membership:

At the inception of Time Based Membership the User shall opt for a particular Membership plan as available on Nirvans. The User shall be entitled to cancel the Membership at any time by giving a notice of one month to Nirvans for the future use of the Premium Services.

b. Solution based Services:

Various Premium Services are offered by Nirvans focusing on providing specific need based solutions to the Users. The User shall while availing any Solution based Services shall choose the specific Service required and shall pay the Charges accordingly. The User shall not be entitled to any cancellation of Solution based Services once the order for the same has been placed.

3. Refund of Subscription Fees:

a. Time based Membership:

At the time of availing the Premium Services, the User shall opt for the period the User wishes to enroll for the same. The User may pay the Subscription Fees for any period as per the options available. The User shall be entitled to the Refund of the amount paid for the unused time after deducting the Charges for the Notice period.

b. Solution based Services:

As the Solution based Services are focused on specific needs of the User and cannot be cancelled, no refund is available for cancellation of the same.