



TERMS AND CONDITIONS (GENERAL)

GUJARAT REAL ESTATE REGULATORY AUTHORITY

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DISCLAIMER AND TERMS & CONDITIONS

*For using Online Payment Gateway Facility on GUJRERA Portal
(<https://gujrera.gujarat.gov.in>)*

The following terms and conditions apply to all online payments made to Gujarat RERA (hereinafter 'GUJRERA') by the citizens/ users. All citizens using the online payment facility (hereinafter 'user') are requested to please read them carefully before making an online payment. By using the online payments facility on this portal you accept these terms and conditions;

1. GUJRERA is only providing a link to the Payment Gateway Service provider which will enable users to pay online for GUJRERA Fees. However, the fee payment does not in any way guarantee issuance of Service/ Services (GUJRERA Registration Number, Extension, Alteration, Quarterly Return Submission etc) offered by the GUJRERA Authority.
2. If any Payment Gateway Service Provider or Bank imposes any taxes or charges anything over and above GUJRERA Fees, the same shall be borne by the user, the GUJRERA shall be indemnified from any such claims.
3. The user agrees to indemnify and hold GUJRERA harmless against all claims, losses, damages and actions that the users may initiate in relation to the online payment gateway. Neither GUJRERA nor any of its employees or offices shall be liable for any such loss or damage that may be suffered by the user as a result of such usage.
4. The information and data that you provide during this online transaction will be used only for the purpose of recording your payment and intimation. GUJRERA will take all precautions to ensure that the information is used for no other purpose and is not disclosed to any third parties.
5. Your payment will take a minimum of one to two working days to reach the GUJRERA account once successful transaction is completed. You should take this into account when making your payment.
6. All payments will be processed on the information that you provide. GUJRERA will not accept liability if you make a mistake while completing a form or for any other reason outside of GUJRERA's control. You will be given an opportunity to review the data that you have entered before submitting it for processing.
7. Once the payment has been confirmed online, you will be given a reference number received from the Payment Gateway. Please note the reference number and quote in any queries about the payment.
8. Success of online payments is subject to the risks involved in internet based transactions. Thus, even if the payment is processed successfully by the payment gateway provider, such information may not reach GUJRERA. In such cases, GUJRERA will treat that payment transaction as a failure and no further processing will be done at GUJRERA side. Such payments will be initiated for refund/settlement subsequent to the reconciliation process and policy observed by the payment gateway provider. Users therefore should make their payment well before the due date. It will be entirely the responsibility of the user, if the user has to make late fee payment due to the failure of payment transaction done on the due date.

9. Cyber Crime:

The Internet *per se* is susceptible to various cybercrimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of User's system security etc., that could affect online payment transactions. While GUJRERA shall endeavor to protect the interest of the users, there cannot be any guarantee from such cybercrimes and other actions that could affect online payment transaction with GUJRERA including but not limited to delay or failure in processing the transactions. The user shall separately evaluate all such risks and GUJRERA's Bank shall not be held responsible for the losses arising out of such cybercrimes. The user understands that doing an online payment transaction at a

Cybercafé/ shared computer terminal is risky and shall avoid using the services of a Cybercafé/shared computer terminal to do such transactions.

10. Time Duration

In an event of Corporate Net banking payment scenario, where Maker-Checker system is in place, the authorized signatory (Checker) user is required to verify/ check the transaction initiated by their organization's accountant/authorized personnel (Maker) within the defined timeline mentioned on GUJRERA payment page. Failing to which the transaction will be treated as "Failed" and the applicant user has to re-apply for the payment using same application credentials. GUJRERA has to role to play in such scenarios. The user indemnifies GUJRERA from any loss due to an error/delay on his/her part.

Once doing the successful transaction, the User will be able to process (submit the RERA application or initiate quarterly return process or the respective section for which the payment is being made) the same.

11. REFUND (Scenarios and Process)

- A. As stated in point 1 above, the paid fee does not in any way guarantee issuance of services and the fees paid is not eligible for refund or chargeback in any case.
- B. When a candidate makes double payment by mistake, the refund (part/ full) may be considered, as the Authority may decide, subject to
 - The user bring it to the notice of the GUJRERA authority by email within 7 days of making such payment. Any request beyond 7 days will not be entertained.
 - The email should be sent to fo-rera@gujarat.gov.in with subject line clearly mentioning "Request for Refund" words along with other details of the transaction.
- C. The refund process (in case of double payment by mistake only), via the same source of payments made in such cases, will be initiated in 3 to 5 working days after receiving the refund request and due decision about the refund amount is taken by the GUJRERA Authority.
- D. In case of auto-refund (when the amount does not reach GUJRERA Account), the time taken for credit depends on bank and varies from bank to bank and GUJRERA has no control over it. Hence, one may contact the respective bank for such transactions.

12. TECHNOLOGY RISKS

The site of GUJRERA may require maintenance or may be unavailable due to some or the other reasons and during such time it may not be possible to process the request of the users. This could result in delays and/or failure in the processing of instructions. The user understands that GUJRERA disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by GUJRERA to honor any user instruction for whatsoever reason.

13. LIABILITY OF THE USER

The User shall be liable for

- A. Non-compliance of Terms of Service (Terms & Conditions) mentioned herein.
- B. If he/she has breached the Terms of Service (Terms & Conditions) or contributed or caused the loss by negligent actions such as not approving/ checking the transaction in maker-checker scenario

14. LIABILITIES OF GUJRERA

- A. GUJRERA shall not be liable for any unauthorized transactions through the use of online payment services which can be attributed to the fraudulent or negligent conduct of the User.
- B. GUJRERA shall not be liable to the user(s) for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on any loss of any character or nature whatsoever and whether sustained by the user(s) or any other person, if online payment service is not available in the desired manner for reasons including but not limited to natural calamity, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reasons beyond the control of GUJRERA.
- C. GUJRERA shall endeavor to take all possible steps to maintain secrecy and confidentiality of its user(s) information but shall not be liable to the user(s) for any damages whatsoever caused on account of breach of secrecy/confidentiality due to reasons beyond the control of GUJRERA.

- D. GUJRERA, for valid reasons, may refuse to execute any instructions placed by the User.
 - E. GUJRERA will in no way be held responsible or liable for delay, failure and/or untimely delivery of payment confirmation due to but not limited to network congestions, network failure, systems failure or any others reasons beyond the reasonable control of GUJRERA or its service provider(s).
 - F. Notwithstanding anything contained herein, where GUJRERA has reason to believe that any transaction, have been fraudulently made (hereinafter referred to as a "suspect transaction"), GUJRERA shall be entitled to reject such transactions.
15. We as a authority (the receiver of the designated fees – merchant) shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time

16. INDEMNITY

The User agrees to indemnify, hold harmless and defend GUJRERA and its affiliates against any loss and damages that may be caused from or relating to

- A. Breach of Terms of Service (Terms & Conditions) mentioned herein.
- B. Improper use of the online payment services by the User.
- C. Any claims made arising from issues related to any failure, delay or interruption of the services as provided by GUJRERA's online payment service.
- D. The use of online payment service in any manner which violates the Terms of Service (Terms & Conditions) or otherwise violates any law, rule, conditions or regulation.

17. AMENDMENTS

GUJRERA has the absolute discretion to amend or supplement any of the Terms of Service (Terms & Conditions) at any time, without prior notice.

18. FORCE MAJEURE

GUJRERA shall not be liable for delay in performing or failure to perform any of its obligations under these Terms of Service (Terms & Conditions) which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, natural calamities, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving GUJRERA's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Terms of Service (Terms & Conditions) and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

19. All disputes shall be subject to the jurisdiction of Gandhinagar and shall be governed by the Laws in India.