



# The Propsoch Loyalty Rewards Program

The Propsoch Loyalty Rewards Program is designed to appreciate and reward clients for purchasing a property through our guided homebuying service. It is India's largest reward program in terms of value - The size of which reflects the size of your investment!

## Why Are We Offering This Loyalty Award?

The loyalty reward is offered to recognize and appreciate your trust and commitment in working with Propsoch to successfully purchase a property. By participating in the Program, you not only gain the advantage of personalized guidance through the homebuying process, but you also receive this reward as a token of appreciation for choosing Propsoch as your trusted partner in the homebuying journey.

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## Key Terms & Conditions for the Propsoch Loyalty Program

Effective Date: 01st June 2025

Welcome to the Propsoch Loyalty Program (the "Program"). These Terms and Conditions ("Agreement") govern your participation in the Program. By participating in the Program, you agree to abide by these Terms and Conditions. Please read them carefully.

*Propsoch is the business name of Thinkr Proptech Private Limited. All legal obligations and rights vest in Thinkr Proptech Private Limited.*

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# Key Definitions

- Loyalty Reward - Cash payment from commission amounts exceeding the retention threshold
  - Earned Rewards - Rewards where Propsoch has received commission payment from builders/developers
  - Primary Market - New properties purchased directly from developers (eligible for rewards)
  - Secondary Market - Resale properties from individual owners (not eligible for rewards)
  - Channel Partner - Your official property consultant recognized by the developer
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## 1. Eligibility Requirements

To participate in the Loyalty Program, you must:

### MANDATORY ACTIONS (Required for all participants):

- Have paid for and enrolled in Propsoch Guided Homebuying Service
- Mention 'Propsoch' as your property consultant during all site visits
- Provide consent for Propsoch to register your contact details with the developer
- Include 'Propsoch' or 'Thinkr Proptech Private Limited' (as applicable per builder's application forms) in the company/channel partner fields or as the property consultant
- Complete property purchase transaction and execute Agreement to Sell with the developer

### CONDITIONAL ACTIONS (Only if specifically requested by Propsoch):

- Provide written confirmation of Propsoch's role to the developer via email or letter
- Participate in one mediation session if channel partner disputes arise with other brokers
- Provide factual statement to developer if competing channel partner claims arise
- Provide alternate phone numbers or contact information to register with the builder if your existing contact information was already registered with the builders before/while consulting with Propsoch

## JOINT PROPERTY PURCHASES:

For joint property purchases, the primary applicant (as per property documents) is considered the program participant. All communications and rewards will be processed through the primary applicant only.

## DEATH OR INCAPACITY:

In case of customer death or legal incapacity, earned rewards will be paid to the legal nominee as per banking/property records or legal heir with proper documentation.

## DEFINED TERMS:

"Milestones" means:

(i) Developer's acknowledgment of Propsoch as official channel partner (via email confirmation, booking receipt showing Propsoch as referrer, or inclusion in developer's commission payment records within 90 days of property booking),

AND

(ii) Achievement of developer's commission payment triggers (typically 20% property payment received + Agreement to Sell execution)

"Channel partner" means the officially recognized property consultant/broker for your transaction

"Agreement to Sell" means the primary purchase agreement between you and the developer

## IMPORTANT POINTS:

- Your reward eligibility depends only on completing mandatory actions
- Conditional actions apply only with reasonable advance notice from Propsoch
- Maximum customer obligation for dispute resolution: one written statement + one mediation session

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## 2. Loyalty Reward Structure

### PAYMENT TIMELINE:

Loyalty rewards are processed within 30 days of Propsoch receiving commission payment from the developer.

## DEVELOPER PAYMENT TIMING:

Developer commission payments typically occur 4-5 months after your property booking, but may vary based on:

- Developer's internal payment policies
- Project-specific milestone requirements
- Builder's payment processing schedules

**IMPORTANT:** Propsoch cannot control or guarantee developer payment timelines. Your reward is secured once we receive payment from the developer.

## REWARD CALCULATION:

The amount of commission will be a percentage of the Agreement value of the property, or whatever form the Developer deems fit as per their policies. For this document, we call this commission the 'Commission'.

The loyalty reward is based on the Commission paid by the developer and the Agreement Value as follows:

- For Agreement Value < ₹1 Crore: Propsoch will retain the ₹1.5 Lakhs, and the remaining amount (above ₹1.5 Lakhs) will be rewarded to you, the client.
- For Agreement Value >= ₹1 Crore and < ₹2 Crore: Propsoch will retain ₹3 Lakhs, and the remaining amount (above ₹3 Lakhs) will be rewarded to you, the client.
- For Agreement Value >= ₹2 Crore and < ₹3 Crore: Propsoch will retain ₹4.5 Lakhs, and the remaining amount (above ₹4.5 Lakhs) will be rewarded to you, the client.
- For Agreement Value >= ₹3 Crore and < ₹4 Crore: Propsoch will retain ₹6 Lakhs, and the remaining amount (above ₹6 Lakhs) will be rewarded to you, the client.
- For Agreement Value >= ₹4 Crore and < ₹5 Crore: Propsoch will retain ₹7.5 Lakhs, and the remaining amount (above ₹7.5 Lakhs) will be rewarded to you, the client.
- And so on.

For each additional Crore, Propsoch will retain an additional 1.5 lakhs as described in the examples above. The reward is provided only after the developer's payment is successfully received by Propsoch.

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### 3. Payment Terms

- The payment of the loyalty reward to you will be made within 30 days of Propsoch receiving the payment from the developer
  - This payment will be made to the specific account number shared by you to Propsoch via email
  - The reward will be post-deduction of applicable TDS (Tax Deducted at Source), and GST will be retained by Propsoch
  - If the developer makes any deductions that reduce the total amount, Propsoch is not responsible for the reduction
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### 4. Program Modifications

#### GENERAL CHANGES:

Program changes apply immediately to new enrollments only. Existing participants' earned rewards remain protected as outlined below.

#### PROTECTED REWARDS:

"Earned rewards" means rewards where Propsoch has received referral fees from builders/developers. These rewards cannot be reduced or modified.

#### MATERIAL CHANGES (defined as):

- Reward percentage or calculation method changes
- Payment timeline modifications
- Eligibility criteria alterations
- Tax treatment changes

#### EMERGENCY MODIFICATIONS:

Immediate changes may be made for:

- Fraud prevention and program security
- Legal/regulatory compliance requirements
- Force majeure events affecting program operations
- Circumstances threatening program operational viability or legal compliance
- Changes necessary to maintain program financial sustainability

We will make reasonable efforts to provide advance notice where possible, but immediate implementation may be required for program protection. All changes communicated via email and website.

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## **5. Invoicing and Disbursement**

- To process the loyalty reward payment, you must raise an invoice in the name of Thinkr Proptech Private Limited
  - Any misrepresentation or foul play on the part of the client may result in the forfeiture of the reward, and Propsoch reserves the right to withhold payment in such cases
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## **6. Cancellation of Booking**

If you decide to cancel your booking at any time, and the developer requests Propsoch to refund the fees paid to us, you will be required to reimburse Propsoch for any amounts we have already paid to you as part of the loyalty reward. Failure to do so may lead to legal action.

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## **7. Additional Fees from Developer**

Any amount paid by the developer to Propsoch over and above the standard Commission (Commission paid to a broker on a single sale as per their policy), will be retained by Propsoch and not passed on to the client.

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## **8. Purchase of Property in the Secondary Market**

The Loyalty rewards program will not be applicable if you purchase a property in the Secondary (Resale) market.

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## **9. Important Dependencies and Risks**

DEVELOPER POLICY DEPENDENCIES:

Your reward amount depends on factors outside Propsoch's control:

- Developer's commission structure and payment policies
- Project-specific commission rates (typically 2-3% of property value)
- Developer's payment timing and processing requirements
- Builder's internal approval processes

#### SCENARIOS WHERE REWARDS MAY BE REDUCED OR UNAVAILABLE:

- Developer changes commission structure after your booking
- Project gets cancelled or significantly delayed by developer
- Other channel partners dispute the lead registration or claim prior relationship
- Developer makes standard deductions (marketing fees, processing charges, etc.)
- Property purchase in secondary/resale market (not eligible)

#### PROPSOCH'S COMMITMENTS:

- We will disclose known developer commission rates during consultation
- We will actively follow up on commission payments with developers
- We will share any developer communication affecting your reward
- We will pursue all reasonable collection efforts on your behalf

#### WHAT WE CANNOT GUARANTEE:

- Specific reward amounts until developer payment is received
- Developer payment timelines or policies
- Prevention of developer-side deductions or disputes

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## 10. Comprehensive Risk Disclosures

#### REGULATORY AND LEGAL CHANGE RISKS:

- Government policy changes may affect real estate commission structures or eligibility
- RERA regulation modifications could impact channel partner recognition processes
- Tax law changes may alter TDS rates, GST treatment, or reward tax implications
- New consumer protection laws may modify program terms retroactively

#### BUSINESS CONTINUITY RISKS:

- Program obligations transfer to successor entity in case of merger/acquisition
- Earned rewards remain protected even if Propsoch ceases operations
- Force majeure events may suspend processing but not eliminate earned rewards
- Third-party dependencies like banks or payment systems may cause delays

#### TECHNOLOGY AND PROCESS RISKS:

- System failures during payment processing may delay but not eliminate rewards
- Data loss scenarios require customer cooperation in re-verification processes
- Documentation requirements may increase if original records are compromised
- Backup verification methods may extend processing timelines

#### CUSTOMER FINANCIAL PLANNING IMPACT:

- Loyalty rewards constitute taxable income - plan for tax obligations accordingly
- TDS deductions reduce immediate cash flow - factor into financial planning
- Reward timing uncertainty affects personal budgeting - avoid dependency for immediate needs
- GST invoice requirements may need your business registration (if applicable)

#### ESCALATION AND BACKUP PROTECTIONS:

- Consumer forum jurisdiction preserved if arbitration fails
- Legal remedies remain available despite program terms
- Industry ombudsman/regulatory body complaints remain valid options
- Documentary evidence preservation is customer's responsibility for legal protection

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## 11. Force Majeure and Liability Limitations

#### FORCE MAJEURE EVENTS:

This program may be suspended (but not terminated) during extraordinary circumstances including:

- Natural disasters, pandemics, or government-declared emergencies
- Changes in real estate laws or regulations affecting commission structures
- Banking or payment system failures beyond Propsoch's control
- Developer bankruptcy, business closure, or legal proceedings



## EFFECT OF FORCE MAJEURE:

- Earned rewards remain protected and payable when circumstances resolve
- Payment timelines may be extended without penalty to either party
- New enrollments may be suspended until normal operations resume
- Existing participants retain all accrued rights and protections

## LIABILITY LIMITATIONS:

Our liability is limited to the reward amount you're owed. However, this doesn't affect your rights under consumer protection laws if we engage in unfair practices.

## BUSINESS CONTINUITY MEASURES:

- Alternative payment methods will be arranged if primary systems fail
  - Successor entities inherit all reward obligations in case of business transfer
  - Escrow or trust arrangements may be implemented for significant reward amounts
  - Customer notification within 30 days of any force majeure event affecting the program
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# 12. Data Privacy and Protection

## DATA COLLECTION AND USE:

- We collect personal information (name, phone, email, KYC documents, financial details) solely for reward program administration
- Your data is shared with developers for channel partner recognition, commission processing, and property transaction compliance

## YOUR PRIVACY RIGHTS (under Digital Personal Data Protection Act, 2023):

- Right to access your personal data held by us
- Right to correction of inaccurate information
- Right to data deletion (subject to legal retention requirements)

## DATA SHARING WITH DEVELOPERS:

Developer sharing includes: name, contact details, property interest, Propsoch relationship, and KYC documentation (PAN, Aadhaar, address proof) as required for property transaction compliance

## DATA SECURITY MEASURES:

- Encrypted storage and transmission of personal information
- Access restricted to authorized personnel only
- Immediate notification of any data breaches affecting your information

Complete privacy policy available at: <https://www.propsoch.com/privacy-policy>

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## 13. Dispute Resolution

Any disputes will be resolved through:

- a. Direct discussion (15 days)
- b. Mediation (30 days)
- c. Customer may choose either:
  - Arbitration in Bangalore, Karnataka with single arbitrator by mutual consent,  
OR
  - Consumer forum in customer's jurisdiction

This preserves all rights under Consumer Protection Act, 2019.

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## 14. Governing Law

These Terms and Conditions are governed by the laws of India. Any disputes arising out of or related to the Program shall be resolved as per the dispute resolution process outlined above.

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## 15. Contact Information

For any queries related to the Propsoch Loyalty Program, please contact us at:

Email: [club@propsoch.com](mailto:club@propsoch.com)

Phone: +919035890858

Website: [www.propsoch.com](http://www.propsoch.com)

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# Complete Definitions Reference

## BUSINESS TERMS:

"Channel Partner" - A licensed real estate consultant/broker officially recognized by the developer to facilitate property sales and eligible for commission payments

"Primary Market" - Direct purchase from developer/builder of new construction or under-construction properties

"Secondary Market" - Purchase of previously owned/resale properties from individual owners (not eligible for this program)

"Commission" - Brokerage fees paid by developer to Propsoch for successful property sales facilitation

"Agreement to Sell" - The primary legal document executed between you and the developer for property purchase

## PROGRAM TERMS:

"Guided Homebuying Service" - Propsoch's comprehensive property consultation, site visits, documentation assistance, and purchase facilitation service

"Loyalty Reward" - Cash payment to eligible customers from commission amounts exceeding the retention threshold

"Earned Rewards" - Rewards where Propsoch has received commission payment from developers

"Milestones" - Two-part achievement: (i) Developer acknowledgment of Propsoch as official channel partner + (ii) Developer's commission payment triggers

## PROCESS TERMS:

"Lead Registration" - Formal submission of customer contact details to developer identifying Propsoch as the referring channel partner

"Token Amount" - Initial booking payment made by customer to developer to reserve the

property

"TDS Certificate" - Form 16A issued by Propsoch showing tax deducted at source from reward payments

"Force Majeure" - Extraordinary circumstances beyond reasonable control (natural disasters, government actions, legal changes)

#### **TIMELINE TERMS:**

"Booking Date" - Date of your initial token payment to developer

"Payment Processing" - Administrative time required for reward calculation, tax deduction, and transfer (maximum 30 days)

"Developer Payment Cycle" - Time between your booking and developer's commission payment to Propsoch (varies by developer policy)

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**By participating in the Program, you acknowledge that you have read, understood, and agree to these Terms and Conditions.**